

**COMMITTEE OF THE WHOLE  
FEBRUARY 13, 2024  
VILLAGE BOARD ROOM  
2200 HARNISH DRIVE, ALGONQUIN  
7:30 P.M.**

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

AGENDA

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*
- 3. Community Development**
- 4. General Administration**
  - A. Consider Amending Chapter 33 Liquor Control and Liquor Licensing, of the Algonquin Municipal Code Reducing the Number of Liquor Licenses in Certain Classes
  - B. Consider Amending Chapter 43.39 Video Gaming Terminals and Appendix A, Definitions of the Algonquin Municipal Code
- 5. Public Works & Safety**
  - A. Consider a Grievance Settlement Agreement with Metropolitan Alliance of Police, Algonquin Officers Chapter #78
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



VILLAGE OF ALGONQUIN  
MEMORANDUM

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DATE: January 22, 2024

TO: Village Board

FROM: Michelle Weber

SUBJECT: Liquor Code Amendment

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In accordance with an ordinance passed in 2013 limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time, the attached proposed ordinance amending the number of available Class A and Class A-1 liquor licenses.

At the end of 2023, Vapari Inc. d/b/a Creekside Tap, 7 South Main Street, Algonquin closed their door permanently. This deduction in Class A licenses is to accommodate the closure, leaving 3 Class A.

Algonquin Commons, Inc. d/b/a Bulldog Pub and Ale House, 1520 South Randall Road, Algonquin has also closed their doors permanently. The deduction in Class A-1 licenses is to accommodate the closure, leaving 36 Class A-1.

Going through the liquor code and comparing it to what licenses we currently have, I would also recommend removing the 1 Class AB license leaving Zero availability.

With these deductions, the Village will have no available licenses at this time.

Attachment

ORDINANCE NO. 2024 - O - \_\_\_\_

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

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

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

SECTION 1: Section 33.07-B, Number of Licenses Issued, Paragraph 1, 2 and 5, of the Algonquin Municipal Code shall be amended as follows:

1. Three Class A licenses at any one time.
2. Thirty-Six Class A-1 licenses at any one time.
5. Zero Class AB licenses at any one time.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect February \_\_\_\_, 2024, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:  
Voting Nay:  
Abstain:  
Absent:

APPROVED:

(SEAL)

\_\_\_\_\_  
Village President, Debby Sosine

ATTEST: \_\_\_\_\_  
Village Clerk, Fred Martin

Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_

A Memo From...



VILLAGE OF ALGONQUIN  
General Services Administration

To: Tim Schloneger

From: Michelle Weber

Date: February 2, 2024

Re: Amending Chapter 43.39, Video Gaming Terminals

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The Village has been receiving numerous requests to implement Video Gaming type businesses within the Village. To ensure businesses are implementing Video Gaming to their Algonquin establishment as an enhancement to their current business, not as their primary business, staff is recommending adding language to the portion of the Municipal Code that covers Video Gaming requiring all establishments applying for video gaming must hold a valid Village of Algonquin liquor license not less than 1 calendar year prior to applying for a Video Gaming license. The only exception to this rule would be when a current establishment holds a gaming license and sells. The new owner would need to wait only 6 months prior to presenting an application for a video gaming license.

Also, when it comes to Video Gaming Establishments, to clarify the meaning of “commercial kitchen”, we recommend adding the following definition to the Algonquin Municipal Code:

*Commercial Kitchen – A kitchen designed for preparing food for sale to the public rather than food to be eaten by those who prepare it. A commercial kitchen shall include a multi-compartment sink, Type 1 hood, automatic fire suppression system, and commercial grade appliances such as a dishwasher, flat iron, oven, and fryer.*

**ORDINANCE NO. 2024 - O -**

***An Ordinance Amending Section 43.39, Video Gaming Terminals, and Appendix A, Definitions, of the Village of Algonquin Municipal Code***

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

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

SECTION 1: Paragraph B, Premises on which Video Gaming Terminals are Permitted, of Section 43.39, Video Gaming Terminals, of the Village of Algonquin Municipal Code shall be amended with the underline language being added as follows:

B. Premises on which Video Gaming Terminals are Permitted: Terminals or Devices are only permitted on the following premises:

1. Licensed retail establishments in the Village at which the owner possesses for such location:

(a) A current and valid video gaming license issued by the Illinois Gaming Board;

(b) A current and valid liquor license issued in accordance with Chapter 33 of this Code which the owner has held for a period of not less than one year prior to the filing of an application for a video gaming license pursuant to the provisions of this Chapter. The one-year requirement set forth in this subsection shall not apply to an owner when each of the following conditions are met: 1) for a period of not less than six months prior to filing of an application for a video gaming license, the owner has operated a full-service restaurant within the premises for which a video gaming license is to be issued, and has held, during that period, a valid and current liquor license for such premises, issued pursuant to Chapter 33 of this Code; and 2) the most recent occupant of the premises prior to the current owner, was a video gaming licensed establishment operated as a full-service restaurant;

~~where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises as permitted under the Act, the State Gaming Board Regulations and the rules and regulations contained in this chapter; and~~

(c) The establishment operates a commercial kitchen as defined in Appendix A.

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2. Licensed fraternal establishments and veteran establishments in the Village as permitted under the Act, the State Gaming Board Regulations and the rules and regulations contained in this chapter.

SECTION 2: Appendix A, Definitions, of the Algonquin Municipal Code shall be amended to add the definition of *Commercial Kitchen* which shall read as follows:

**Commercial Kitchen:** A kitchen designed for preparing food for sale to the public rather than food to be eaten by those who prepare it. A commercial kitchen shall include a multi-compartment sink, Type 1 hood, automatic fire suppression system, and commercial grade appliances such as a dishwasher, flat iron, oven, and fryer.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:  
Voting Nay:  
Abstain:  
Absent:

APPROVED:

(SEAL)

\_\_\_\_\_  
Village President Debby Sosine

ATTEST: \_\_\_\_\_  
Village Clerk Fred Martin

Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_



# Village of Algonquin

Police Department



-MEMORANDUM-

DATE: February 1, 2024  
TO: Tim Schloneger, Village Manager  
FROM: Dennis W. Walker, Chief of Police  
SUBJECT: Grievance Settlement Agreement - MAP Chapter 78

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The attached Grievance Settlement Agreement (GSA) is pertaining to Grievance #CH78-2023-02 and the successful resolution and settlement of such.

In summary, the GSA resolves the matter of a disagreement between the VOA and Chapter 78 in regards to uniform purchases and reimbursement of certain items beyond the initial issue uniform list. Through this agreement, both parties agree to the list as documented within the GSA and the process for reimbursement as provided by the VOA.

Submitted for COTW consideration.

## GRIEVANCE SETTLEMENT AGREEMENT

### VILLAGE OF ALGONQUIN AND METROPOLITAN ALLIANCE OF POLICE CHAPTER #78

This is a Grievance Settlement Agreement (“Agreement”) between the Village of Algonquin (“Village”) and the Metropolitan Alliance of Police, Algonquin Officers Chapter #78 (“Union”). In full and complete settlement of all matters referred to in Grievance # CH78-2023-02, which was filed on or about May 26, 2023, the parties hereby agree and state as follows:

WHEREAS, the Village and the Union disagreed about the practice of the Village purchasing uniforms and equipment beyond the initial issue uniform list; and

WHEREAS, the parties now wish to avoid the cost of additional litigation involved with arbitrating the aforementioned grievance; and

Accordingly, in consideration of the mutual covenants and promises the parties made to each other as set forth in this Agreement, the Village and the Union hereby agree as follows:

1. Upon written request of the bargaining unit employee, and if the purchase is approved by the Village, the following list of items are those that the Village agrees to order on behalf of bargaining unit employees in lieu of the bargaining unit employee purchasing the item on their own:
  - a. Turtle Neck
  - b. Vest Overage
  - c. Boots
  - d. Shoes
  - e. Rescue Tool
  - f. Handcuff Key
  - g. Mourning Bands
  - h. Gloves
  - i. Cargo Pants
  - j. Wallet
  - k. Belt
  - l. Sweater
  - m. SS UV Shirt
  - n. Tek 3 Cargo Shorts
  - o. Mocean Bike Shorts
  - p. First Aid
  - q. Fleece inner coat
  - r. UV SS



- s. Gun holster
- t. Outer Vest Carrier
- u. Trauma Plates
- v. Taser Holster
- w. Ear Piece
- x. Flashlight
- y. Bike helmet
- z. Police patch
- aa. ASP
- bb. Traffic Vest
- cc. Handcuffs
- dd. Flashlight Cone
- ee. Standard Cap
- ff. Velcro Under belt
- gg. Garrison Belt
- hh. Weapons light
- ii. Duty Bag
- jj. Training Polo
- kk. UV Fleece Lined
- ll. Fleece UV Shirt
- mm. Drop leg holster
- nn. October UV Shirts
- oo. Magazine holder
- pp. Flashlight holder
- qq. Batteries for police equipment/weapons
- rr. Winter Hat
- ss. Reflective police patch
- tt. Tactical light
- uu. Harness
- vv. Rain Jacket
- ww. Business cards
- xx. Tourniquet
- yy. Tourniquet holster

2. The Village and the Union agree that firearms accessories (magazines, grips, etc.), ear protection, eye protection, and t-shirts will not be ordered by the Police Department on behalf of the officers, but the items may be ordered by the individual officer and submitted for reimbursement by the Village.

3. The Union hereby permanently withdraws Grievance No. CH78-2023-2 with prejudice. The Union agrees that this Agreement fully and completely resolves the issue raised in the aforesaid grievance, and that the Union will not pursue this issue retroactively.
  
4. The Village and the Union agree that the Village determines and handles the reimbursement process for uniform and equipment purchases. The Village agrees to provide the current reimbursement process to the Union and if there are revisions to the process, the Village agrees to provide a copy of the new process to the Union after revisions.
  
5. Nothing contained in this Agreement constitutes nor shall be construed as an admission of a contract violation nor that the Village acted wrongfully with respect to any and all issues raised in or related to this Grievance. The Village has denied, and continues to deny, any contract violation in connection with the aforesaid grievance. This Agreement resulted from the parties' mutual desire to resolve any and all matters and controversies between them in connection with the aforesaid grievance without the need to spend further time and money on continued litigation.

\* \* \*

The Union and the Village have read and understood this Agreement, and hereby certifies that they are entering into this Agreement freely and voluntarily, after consulting with their respective legal counsel. The Village and the Union understand and intend that this Agreement constitutes a legally binding and enforceable agreement.

**AGREED:**

\_\_\_\_\_  
 Johnny Beltran  
 MAP Algonquin Chapter # 78

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Debby Sosine, Village President  
 Village of Algonquin

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Attest: Fred Martin, Village Clerk  
 Village of Algonquin

\_\_\_\_\_

### **Uniform Purchase Request**

1. Police Admin receives either written request or email request
2. Police Admin reviews request to comply with department policy, union contracts, and if uniform balance is available.
3. If purchase is approved, Police Admin will fill out proper purchase order forms, online request forms, or whatever medium is required by the vendor that provides the item requested.
4. When item is received, the packing list is matched to the employee's request, and if accurate, items are delivered to employee. If the order does not match the request, steps are taken with the vendor to correct the issue as soon as possible.
5. Once item(s) is delivered and the invoice is received, the total amount of the purchase is deducted from the employee's uniform allowance.

### **Uniform Reimbursement Request**

#### Non-taxable items

1. Reimbursement request is received via email or hard copy to Police Admin.
2. Police Admin reviews request to comply with department policy, union contracts, and if uniform balance is available.
3. If reimbursement request is approved, Police Admin will deduct the amount of the reimbursement from the employee's uniform allowance.
4. Police admin will follow village procedures to request a purchase order/check payment to the employee.
  - Village check process
    - a. Request for purchase order received (i.e. request for reimbursement)
    - b. Purchase order is created from the request (request becomes invoice)
    - c. Invoice is forwarded to Finance
    - d. Finance places all invoices in a "List of Bills" for review by the Village Board
      - The List of Bills is reviewed at Village Board meetings only (not COTW)
    - e. Checks are forwarded to Police Admin the day after Village Board approval
    - f. Checks are immediately distributed to employee
  - Invoice/check request cut-off dates are determined by the Finance division
  - Requests that are received anytime around or after the 10<sup>th</sup> of the month might not be completely processed and presented on the List of Bills at that month's next Village board meetings. This is dependent on the how the Tuesdays of the month fall. (For example, August of 2023, Board meetings were held on Tuesday Aug. 1<sup>st</sup> and Tuesday Aug. 15<sup>th</sup>. The next closest board meeting was Tuesday Sept. 5<sup>th</sup>. These types of dates would cause a longer wait and return for reimbursement.) See below.

#### Taxable items

1. Reimbursement request is received via email or hard copy to Police Admin.
2. Police Admin reviews request to comply with department policy, union contracts, and if uniform balance is available.
3. If reimbursement request is approved, Police Admin will deduct the amount of the reimbursement from the employee's uniform allowance.

4. Police Admin will then forward the request, marked "Payroll", to the Finance division for reimbursement on the paycheck determined by the payroll cut-off dates found in Pace.

*The information provided herein regarding the procedure is subject to change without notice at the sole discretion of the Chief of Police. Any references to timing are intended for illustrative purposes only and should not be construed as a guarantee of the specific timelines or sequences outlined in this document. Users are advised to regularly inquire for updates and revisions to ensure compliance with the most current procedures and guidelines. The Chief of Police reserves the right to modify, amend, or revise the procedure as deemed necessary, and no liability shall be incurred for any inconvenience or discrepancy arising from such changes.*

## 2024 Turn in Dates

### List of Bills

Please forward invoices on a regular/daily basis. Following are the final dates for invoices to be handed in to make the List of Bills:

<u>LOB Date</u>	<u>Turn In Date</u>	<u>LOB Date</u>	<u>Turn In Date</u>
01/02/24	<b>12/20/23*</b>	07/16/24	07/05/24
01/16/24	01/05/24	08/06/24	07/26/24
02/06/24	01/26/24	08/20/24	08/09/24
02/20/24	02/09/24	09/03/24	08/23/24
03/05/24	02/23/24	09/17/24	09/06/24
03/19/24	03/08/24	10/01/24	09/20/24
04/02/24	03/22/24	10/15/24	10/04/24
04/16/24	04/05/24	11/05/24	10/25/24
05/07/24	04/26/24	11/19/24	11/08/24
05/21/24	05/10/24	12/03/24	<b>11/21/24*</b>
06/04/24	<b>05/23/24*</b>	12/17/24	12/06/24
06/18/24	<b>06/07/24**</b>	01/07/25	<b>12/26/24*</b>
07/02/24	06/21/24		

The turn in time will be no later than 2:00 PM on the above Turn In Dates.

**\*Note:** Due to the way that certain Holidays fall and the Village Hall being closed for the Holidays, the latest turn in dates are noted above.

**\*\*Note:** Final LOB for invoices for FYE 4/30/24.

Should there be any changes to the above, you will be notified as soon as possible.