

PUBLIC MEETING NOTICE AND AGENDA COMMITTEE OF THE WHOLE MEETING

JUNE 20, 2023 7:30 P.M.

AGENDA

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Audience Participation The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
- 4. Staff Presentations
 - A. Administration
 - 1. Ordinance amending Appendix B, Comprehensive Fine and Fee Schedule, of the Municipal Code
 - 2. Service Employees International Union (SEIU), Local 73 Agreement
 - B. Public Works
 - 1. Airport Engineering Consultant Agreement
 - C. Parks & Recreation
 - 1. Parks Master Plan Hitchcock Design Group Professional Services Agreement
- 5. Board of Trustees
- 6. Village President
- 7. Adjournment

MEETING LOCATION Lake in the Hills Village Hall 600 Harvest Gate Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7400 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: ____ Time: _____

REQUEST FOR BOARD ACTION



MEETING DATE: June 20, 2023

DEPARTMENT: Administration

SUBJECT: Ordinance amending Appendix B, Comprehensive Fine and Fee Schedule, of the Municipal Code

EXECUTIVE SUMMARY

When Chapter 10 was repealed by Ordinance No. 2022-06 on April 26, 2022 and Chapter 8 was recodified, Appendix B was not updated. The attached Ordinance amends Appendix B to properly reference the new Chapter 8 Parks, Lakes and Beaches and remove all references to Chapter 10, which no longer exists. In doing so, all violations of Chapter 8 will range from a starting fine of \$25.00 to a maximum fine of \$750.00, with the exception of Sections 8.04, 8.10 and 8.12.

Section 8.04 Protection of Parks, Lakes and Beaches and Section 8.12 Vehicles previously had elevated starting fines of \$100.00 and a maximum fine of \$250.00. Staff is recommending that the maximum fine be raised to \$750.00 to mirror the remainder of the Chapter. No change is being recommended to Section 8.10 Skate Park Facilities; it has just been relocated in numerical order.

During the March 21, 2023 Committee of the Whole meeting, the Board expressed their support in waiving fishing permit fees for disabled individuals and military veterans to align with the policy established by the Illinois Department of Natural Resources. Section 8.06.B Daily Fishing Permit, has been updated to exclude those individuals.

Finally, with the April 27, 2023 changes moving Chapter 11 into Chapter 32, Business Regulations, the Administrative Processing Fee in Section 11.05.B needed to be removed and an annual license fee added in Section 32.06.04.A.

Staff is recommending the Board approve the attached Ordinance amending Appendix B, Comprehensive Fine and Fee Schedule, of the Municipal Code.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Ordinance

RECOMMENDED MOTIONS

Motion to Approve the Ordinance Amending Appendix B, Comprehensive Fine and Fee Schedule, of the Village of Lake in the Hills Municipal Code.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023-

An Ordinance Amending Appendix B, Comprehensive Fine and Fee Schedule, of the Lake in the Hills Municipal Code

WHEREAS, the Village of Lake in the Hills, McHenry County, 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; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the welfare of the Village and its residents; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: That Appendix B, Comprehensive Fine and Fee Schedule, Section 1 and Section 3, of the Lake in the Hills Municipal Code shall be amended as follows, without otherwise altering the remaining provisions (additions indicated by underscore, deletions indicated by strikethrough):

APPENDIX B

Comprehensive Fine and Fee Schedule

Section 1: Penalties Eligible for Chapter 15, Code Hearing Department and/or Prosecution.

Section or	Offense	Starting	Maximum Fine
Chapter		Fine	
Chapter 6	Streets	25.00	750.00
Chapter 7	Sewerage System	25.00	750.00
Chapter 8	Parks, Lakes and Beaches except	25.00	750.00
	violations stated in Sections		
	8.04, 8.10, and 8.12		
Section 8. 02 04	Protection of Parks, Lakes and	100.00	250.00 750.00
	Beaches Property		
Section 8.10	Skate Park Facilities	50.00	750.00
Section 8. 03 12	Vehicles , Operation	100.00	250.00 750.00
Section 8.04	Motorized Vehicles	100.00	250.00
Section	Parking	100.00	750.00
8.<u>12.D</u>06			
Section 8.07	Firearms and Weapons	-25.00	750.00

Section or Chapter	Offense	Starting Fine	Maximum Fine
Section 8.08	Alcoholic Beverages	-25.00	750.00
Section 8.04.K 09	Advertising and Signs	-25.00	750.00
Section 8.0310	Use of Parks, Lakes and Beaches Area	-25.00	750.00
Section 8.11	Fires	-25.00	750.00
Section 8.09	Bark Park	25.00	750.00
Section 8.12	Group Activity	-25.00	750.00
Section 8.0513	Beaches and Swimming	-25.00	750.00
Section 8.14	Restrooms And Washrooms	-25.00	750.00
Section 8.0215	Operating Policy	-25.00	750.00
Section 8.1019	Skate Park Facilities Use	-50.00	750.00
Chapter 10	Lakes And Beaches	-50.00	750.00
Section 12.03	Abatement Of Public Nuisances	25.00	750.00
Section 12.08	Open Burning And Recreational Fires	100.00	750.00
Section 12.09	False Alarms	50.00	750.00
Section 12.11	Business Property Debris	25.00	750.00
Chapter 13	Solid Waste, Landscape Waste And Recycling	25.00	750.00
Chapter 14	Dogs And Other Animals	50.00	750.00
Chapter 16	Cross-Connection Control Rules And Regulations	50.00	750.00
Chapter 19	Residential Disclosure Statements And Homebuyer Information	100.00	750.00
Chapter 22	Zoning	50.00	750.00
Chapter 23	Subdivisions	25.00	750.00
Chapter 24	Building Code	150.00	750.00
Chapter 25	Construction Of Utility Facilities In The Right Of Way	0.00	750.00
Chapter 26	Airport Hazard Zoning Regulation	100.00	750.00
Chapter 31	Garage Sales And Raffles	25.00	250.00
Chapter 32	Business Regulations	50.00	250.00
Chapter 35	Solicitation	100.00	500.00
Chapter 36	Taxicabs	25.00	250.00
Chapter 38	Building Contractor Licensing	100.00	750.00
Chapter 41	Traffic except violations stated in Section 41.07, 41.14, 41.15, and 41.16	25.00	750.00
Section 41.07	Persons With Disabilities, Parking Privileges, Exceptions	100.00	250.00
Section 41.14	Automated Traffic Law Enforcement	100.00	200.00
Section 41.15	Careless Driving	25.00	2,500.00
Section 41.16	Penalties for violations excepted from the general penalty provision shall be in accordance with the adopted statute or as stated in this	Varies	Varies

Section or Chapter	Offense	Starting Fine	Maximum Fine
	Section, whichever is greater.		
Chapter 43	Offenses Against Public Peace,	100.00	750.00
	Safety and Morals (except		
	Section 43.06)		
Section 43.06	Fireworks	500.00	750.00
Chapter 45	Potable Water	50.00	750.00
Section 43.25	Cannabis and Synthetic	\$ 200.00	\$ 300.00
	Alternative Drugs - First		
	Offense		
Section 43.25	Cannabis and Synthetic	\$ 400.00	\$ 600.00
	Alternative Drugs - Subsequent		
	Offense		
Chapter 47	Personal Wireless Service	50.00	750.00
	Facilities		
Chapter 48	Hazardous Materials Response	500.00	750.00
Chapter 49	Comprehensive Stormwater	100.00	750.00
	Management		
Chapter 50	Floodplains	50.00	750.00
Chapter 51	Administrative Penalty-Vehicle	100.00	250.00
	Impoundment and Bail Bond Fee		
Chapter 54	Stormwater Protection	0.00	750.00

Section 3: Fees, Non-Offense.

Section or Chapter	Fee	Amount
Section 6.11	Moving Structure Permit, Refundable if No Damage	5,000.00
Section <u>8.06.</u> 10.04.B	Annual Fee for Fishing Permit, Per Household, Resident	40.00
Section <u>8.06</u> 10.04.B	Annual Fee for Fishing Permit, Per Household with Seniors 55+, Resident	30.00
Section <u>8.06</u> 10.04.B	Annual Fee for Fishing Permit, Per Person, Non-Resident	60.00
Section 8.06.B	Daily Fishing Permit, Resident and Non-Resident; excluding Class 2 disabled individuals and disabled military veterans	<u>15.00</u>
Section <u>8.0610.04.C</u> Đ	Lost Fishing Permit Replacement Fee	2.00
Section <u>8.07</u> 10.05.B	Annual Boat Use Permit, Per Boat, Resident	10.00
Section <u>8.07</u> 10.05.B	Annual Boat Use Permit, Per Boat, Seniors 55+, Resident	7.00
Section <u>8.07</u> 10.05.B	Daily Boat Use Permit, Non-Resident	15.00
Section <u>8.07</u> 10.05.E	Boat Storage on Village Property, Annual 20 Fee, Resident	
Section <u>8.07</u> 10.05.E	Boat Storage on Village Property, Annual Fee, Seniors 55+, Resident	15.00

Section or Chapter	Fee	Amount
Section 11.05.1	Adult Entertainment Establishment Administrative Processing Fee	200.00
Section 13.07.0	C Solid Waste License for Collection	100.00
Section 18.06	Growth Management Procedures, Annexation Agreements, Service Fee Per Residential Unit:	
	School District	4,000.00
	Village of Lake in the Hills	2,000.00
	Fire Protection District	185.00
	Library District	90.00
Section 23.1-4	Tentative Plat, Final Plat, Development Plan, Plat of Vacation, and Re- Subdivision Plat Application Fee	
	Base Fee Per Application	500.00
	<u>plus</u> Fee Per Acre	10.00
Section 23.1-4	Sketch Plan Review Application Fee	0.00
Section 23.1-4	Platting Fee Per Acre	1,000.00
	<u>plus</u> Fee Per Dwelling Unit	100.00
Section 23.1-4	Annexation Application Fee	1,000.00
Section 23.1-4	Lake/Streams Maintenance Fee,	0.04/net
	Residential	sq ft
Section 23.1-4	Lake/Streams Maintenance Fee,	0.05/net
	Non-Residential	sq ft
Section 23.1-4	Public Building Fee - Residential Only, Per Dwelling Unit, Developments ≥ 50 Dwelling Units	750.00
Section 23.1-4	Road Maintenance Fee - Residential Only, Per Dwelling Unit, Developments ≥ 50 Dwelling Units	750.00
Section 23.1-4	Cul-De-Sac/Eyebrow Fee	6,000.00
Section 23.1-4	Letter Of Credit - Subdivision Or	125% the
	Dividing Any Parcel Of Land	estimated
		cost of
		improvement
		S
Section 23.1-4	Maintenance Letter Of Credit -	10% of
	Percentage Of Original Letter Of Credit	Constructio n Letter of
	And Performance Bond	n Letter of Credit
Section 23.6-3	.A Fair Market Value - In Lieu Of Land	105,000.00
	Donation, Per Acre	
Section 24.07	Municipal Property Damage Deposit	2,500.00

SECTION 2: That Appendix B, Comprehensive Fine and Fee Schedule, Section 3, of the Lake in the Hills Municipal Code shall be amended to add the following in numeric sequence, without otherwise altering the remaining provisions:

Section	Adult Entertainment Establishment Annual	
32.06.04.A	License Fee	250.00

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.

Passed this 22nd day of June 2023 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger				
Trustee Bob Huckins				
Trustee Bill Dustin				
Trustee Suzette Bojarski				
Trustee Diane Murphy				
Trustee Wendy Anderson				
President Ray Bogdanowski				

APPROVED THIS 22ND DAY OF JUNE, 2023

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: June 20, 2023

DEPARTMENT: Administration

SUBJECT: Service Employees International Union (SEIU), Local 73 Agreement

EXECUTIVE SUMMARY

The Village's collective bargaining agreement with the Service Employees International Union (SEIU) expired on December 31, 2022. In anticipation of this expiration, negotiations began back in May of 2022 and extended into 2023, until the attached agreement was ratified by SEIU on March 10, 2023. The agreement as presented is for a four (4) year term ending December 31, 2026. Upon acceptance, wages would be retroactive dating back to the first full pay period in 2023.

A summary of the changes contained within the agreement has been summarized below:

Union Requests:

- Article II, Section 1 Eliminated Fair Share language
- Article II, Section 2 E-signatures were added with employer having the right to verify authenticity
- Article 4, Section 1.B. Updated union visitation parameters
- Article 5, Section 2 Increased number of stewards from three (3) to "up to four (4)"
- Article 5, Section 6 Expanded the permitted steward activities during working hours
- Article 7, Section 1 Changes in work schedules limited to regulatory or statutory requirements
- Article 7, Section 2 Clarified the language that allows for the conversion of comp time earned to fulfill same-day, regular workday hours, without utilizing or deducting from benefit time
- Article 7, Section 8 Increase standby pay from \$30/day to \$35/day
- Article 19, Section 1 Increased the uniform allowance from \$600/year to \$650/year
- Article 20, Section 4 Eliminated the lead mechanic stipend by creating a new job classification
- Article 21, Section 1 Eliminated "Merit" based wage rates

Village Requests:

- Article 7, Section 10 Accrual maximum of 80 hours annually. Only 40 hours of comp time may be carried over to the next fiscal year, with any excess over 40 hours being paid out as overtime.
- Article 13, Section 2 Unused Sick Leave will be paid on the first paycheck of the second month following separation.
- Article 18, Section 1.B. Under health insurance, "substantially the same benefits" language was changed to "the same as is offered to all other regular, full-time Village employees."
- Article 18, Section 6 "Light" Duty was changed to "Modified" Duty.

Wage Schedule:

- Wage Schedule adjusted in 2023 to provide higher increases to top end employees by adding a new step 9, with a 4.5% increase over step 8.
- Anchored step 1 with no pay increase and equalized the remaining steps in 2023.
- In 2023 only, first year (step 1) employees receive a \$750 one-time bonus to offset the lack of Step 1 wage increase.
- Remaining years 2024, 2025, and 2026 with COLA increases of 2.5% across all steps.
- Step 8 employees for all of calendar year 2022 shall receive the \$1,000 longevity bonus upon reaching their anniversary date in 2023. Working through the facilitation of this payout was the final term discussed prior to ratification of the agreement in May.

FINANCIAL IMPACT

In addition to the costs associated with the changes to the wage schedules, the agreement will result in the following additional impacts:

- Savings from the elimination of the merit-based bonus: \$500 x 16 employees = \$8,000/year or \$9,168 with benefits
- Savings in IMRF Accelerated Payment Penalties for Sick Leave Payouts: Approx. \$11,000/year.
- Increase in the uniform allowance: 32 employees x \$50/year = \$1,600
- Increase in the stipend for on-call: $365 \times \frac{5}{day} = \frac{1,825}{day} = \frac{2,091}{day}$ with benefits
- First year (step 1) employees receive a \$750 one-time bonus to offset the lack of Step 1 wage increase: 3 employees x \$750 bonus = \$2,250, or \$2,579 with benefits
- Employees at step 8 throughout calendar year 2022 will receive their longevity bonus on their anniversary date: 16 employees x \$1,000 = \$16,000 or \$18,336 with benefits (included in budget)

The Village's FY23 budget includes sufficient funds to cover the year one costs associated with this agreement.

ATTACHMENTS

1. Agreement

RECOMMENDED MOTIONS

Motion to Approve an Agreement between the Village of Lake in the Hills and the Service Employees International Union (SEIU), Local 73, for a four (4) year term expiring December 31, 2026.

AGREEMENT by and between

THE VILLAGE OF LAKE IN THE HILLS, ILLINOIS

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 73

January 1, 2023 to December 31, 2026

TABLE of CONTENTS

DESCRIPTION ARTICLE

PAGE NUMBER

	Preamble	3
Ι	Recognition	4
Π	Union Security & Check-Off	5
III	Anti-Discrimination	6
IV	Union Visitation and Union Business	7
V	Union Stewards and Representatives	8
VI	Management Rights	10
VII	Hours of Work & Overtime	11
VIII	Grievance Procedures	15
IX	No Strikes/No Lockouts	16
Х	Seniority	18
XI	Holidays/Personal Leave	20
XII	Vacations	22
XIII	Welfare Benefits	24
XIV	Leaves of Absence	26
XV	Bereavement Leave	28
XVI	Substance Abuse Testing	29
XVII	Schools, Seminars, Reimbursement	30
	and Educational Incentives	
XVIII	Insurance	31
XIX	Uniforms	33
XX	General Provisions	34
XXI	Wages	35
XXII	Classification	36
XXIII	Savings Clause	37
XXIV	Duration and Notification	38
	Appendices	
	A. Wages	39
	B. Substance Abuse Testing	42
	C. Position Descriptions	65

PREAMBLE

This Agreement, entered into by and between the Village of Lake in the Hills, an Illinois municipal corporation, hereinafter referred to as the "Employer" or "Village," and S.E.I.U. Local 73 hereinafter referred to as the" Union."

It is the specific purpose of this Agreement to provide a clear statement of the terms and conditions which the parties' orderly collective bargaining relationship and good faith bargaining have produced with respect to wages, hours, and conditions of employment to the extent which are not excluded by Section 4 of the Illinois Public Labor Relations Act. As such, it is the express intent of the Union and the Village to set forth herein all areas of agreement concerning certain employees of the Village with regard to those mandatory subjects of bargaining, including a final method of adjusting disputes concerning the interpretation hereof.

In consideration of the mutual promises and covenants contained herein, the parties, by their duly authorized agents and representatives, do mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

Section 1. **Recognition**

The Village recognizes S.E.I.U., Local 73 as the sole and exclusive bargaining agent for those employees in the defined bargaining unit commonly described as Public Works employees, all classifications Re: ISLRB Certification, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. Employee will mean all full-time employees in the Union who are classified in the classifications contained in the defined bargaining unit. The defined bargaining unit shall include employees in the following classifications: Laborer, General Utility Worker I, General Utility Worker II, Mechanic, Lead Mechanic, Crew Leader, Water Operator I, Water Operator II.

The bargaining unit shall exclude all other employees of the Village of Lake in the Hills, including but not limited to: all supervisory, confidential, managerial, part-time, seasonal and temporary employees and all other employees of the Village of Lake in the Hills.

Section 2. **Probationary Employees**

Probationary employees are defined as those employees with less than six (6) months of service.

Section 3. Official Spokesperson

It is understood and agreed that the Business Agent or Union Representative for S.E.I.U., or his/her designee, will be the official spokesperson for said Union in any matter between the Union and the Employer.

Section 4. Intent

The Employer and the Union agree that the basic intent of the Agreement is to provide a fair day's work in return for a fair day's pay, and to provide conditions of employment conducive to the efficient operation of all services provided by the Employer.

ARTICLE II

UNION SECURITY AND CHECK-OFF

Section 1. **Deductions**

The Employer agrees to deduct the Union membership, initiation fee, assessments, and, once each month, dues and voluntary SEIU Committee on Political Education contributions from the pay of those employees who individually request in writing that such deduction(s) be made. The amount deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, along with an itemized statement to the Treasurer by the 10th of the (current succeeding) month, after such deductions are made. The Employer's remittance will be deemed to be correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect. The parties acknowledge and agree that the term "written authorization" includes authorizations created and maintained by use of electronic records and electronic signatures, consistent with state and federal law. The parties also acknowledge that the Employer has the right to verify authenticity of signatures, both written and electronic.

Section 2. Indemnification

The Union shall indemnify the Village, its employees and any Department of the Village and hold same harmless against any and all claims, demands, suits, legal costs, or other forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the Village or any Department of the Village, at the direction of the Union for the purpose of complying with the provisions of this Article.

Section 3. Member Information

The Village agrees that it will send the following bargaining unit information to the Union whenever such information changes; new hires, separations (e.g. terminations, resignations, retiree, disability, suspension, leave of absence) and promotions. The listing will show the employee's name, home address, job title, work location, date of hire and date of action.

ARTICLE III

ANTI-DISCRIMINATION

Section 1. No Discrimination

The Union and the Employer agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, mental or physical handicap.

Section 2. Rights Under the Agreement

No employees covered under this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized, or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

Section 3. Gender Reference

All references to the employees in this Agreement are intended to designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE IV

UNION VISITATION AND UNION BUSINESS

Section 1. Visitation By Union Personnel

- A. Employees or accredited representatives of the Union shall be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, only on complaint of an employee. When an area or building belonging to the Employer is considered hazardous, then the Employer shall provide a responsible escort to that Union Officer or Accredited Representative, provided that this service is arranged for in advance with the supervisor in charge of that building or area considered hazardous.
- B. A Representative or Officer shall be able to talk with the employees during working hours for the purposes of the application of this Agreement, providing he has notified the Director of Public Works of his presence and such discussions shall be done in a way that does not upset normal operations of the department, and shall be no more than (15) minutes, to be held during assigned break periods.

ARTICLE V

UNION STEWARDS AND REPRESENTATIVES

Section 1. **<u>Recognition</u>**

The Employer recognizes and shall deal with the appropriate Chief Steward, Steward, and other officials listed in Article I in all matters relating to this Agreement.

Section 2. Stewards

The membership shall select up to four (4) members to serve as Steward. The Union shall appoint one of the members to serve as a Chief Steward of the unit. The stewards shall have the right to represent the bargaining unit employees and to investigate any grievances, discipline, etc. during working hours.

Section 3. Grievance Discussion During Working Hours

Any employee who requests to discuss a grievance matter with his/her Steward during working hours shall request same, without loss of pay, from his/her immediate supervisor. Such discussion shall not exceed thirty (30) minutes per incident.

Section 4. No Discrimination

The Village will not discriminate against Stewards.

Section 5. List of Stewards

A written list of Stewards shall be furnished to the Employer prior to the effective date of assuming their duties of office. The Union shall notify the Employer promptly of any changes of such Union Stewards. No Union Stewards will perform any grievance work unless this section has been complied with

Section 6. **Permitted Steward Activities During Working Hours**

The Employer agrees that during hours of work, on the Employer's premises, and without loss of pay, Stewards shall be allowed to do the following, without loss of pay:

- (a) Post Union notices on designated bulletin boards;
- (b) Solicit Union membership during employees and Steward's non-working time;
- (c) Attend negotiating meetings if held during regular work hours;
- (d) Consult with the Employer or his Representative;

(e) Meet with employee(s) to investigate and discuss workplace-related complaints;

(f) Conduct worksite meetings during lunch and other non-work breaks to discuss the application of this agreement, collective negotiations, and other matters related to union operations and responsibilities;

(g) Meet with newly hired employees without loss of pay to those employees for one (1) hour for the purpose of orienting them to the union and their union rights, within two (2) weeks of hire or at a date mutually agreed upon between the Union and the Employer.

ARTICLE VI

MANAGEMENT RIGHTS

Section 1. Management Rights

All the rights, powers, functions, and authority which the Village had prior to the signing of this Agreement (including those with respect to wages, hours, and working conditions) are retained by the Village, except as those rights, powers, functions, or authority which are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified, or otherwise limited as mandatory subjects of bargaining.

The rights which are vested exclusively in the Village, except as abridged by specific provision of this Agreement, include, but are not limited to, the right to determine the organization and operations of the Village; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the services to be offered to the public; to direct the employees of its departments and subdivisions, including the right to assign work and overtime; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce, or change the composition and size of the work force, including the right to lay off employees due to lack of work or funds or other reasons; to subcontract work when necessary or proper; to establish or modify work schedules and to determine the number of and specific hours worked; to establish, modify, combine or eliminate job positions and classifications; to suspend, demote, discharge, or otherwise discipline for just cause and, in connection therewith, to add, delete, or alter policies, procedures, rules and regulations; to establish, implement, and maintain an effective internal control program; and to determine and manage all matters about which the Village is not required to bargain in accord with Section 4 of the Act.

The Village retains the right 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 a civil emergency as may be declared by the Village President or authorized designee. It is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not limited to riots, civil disorders, tornado conditions, floods, extreme snowfalls, or other catastrophes. In the event of such emergency action, the provisions of the Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local emergency condition ceases to exist.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1. Work Week

The normal week shall consist of five (5) consecutive workdays, Monday through Friday, in a preestablished work schedule, totaling forty (40) hours. If a change in regulatory or statutory requirements necessitates staffing requirements that cannot be regularly met with the work schedule as stated, the Village has the right to change the normal work week of the Water Division to consist of five (5) consecutive workdays, within a calendar week, totaling forty (40) hours per week upon thirty (30) days' notice to the affected employees. The Village will consult with the affected employees to understand their issues and preferences before implementing the change.

Section 2. Work Day

The normal day consists of eight and one-half (8.5) consecutive hours, except that the work day shall be interrupted by a duty-free unpaid 30 minute meal period. In addition, the work day shall be interrupted by one fifteen (15) minute A.M. paid break, and one fifteen (15) minute P.M. paid break. If excessive time would be required to secure a work site to allow a work break to occur at the Village facility, the Director of Public Works or his designee may require such breaks to be taken at the work site. The employer shall determine the starting times as provided in Section 9 of this Article. Starting times shall not be changed by the Employer solely to avoid paying overtime. At the employee's request, the Village may grant an employee absence without pay during a regular work day if it was immediately preceded by at least eight hours of overtime. If approved, the absence without pay shall be without consequence toward the employee. In cases where an employee is assigned to work the same day prior to the beginning of their Work Shift, and has accumulated hours worked that day at an overtime rate to fulfill a number of hours in that work day, the employee may instantly convert the accumulated hours worked towards regular workday hours, without otherwise utilizing or deducting benefit time.

Section 3. Work Shift

The normal work day shift shall be 7:00 to 3:30pm starting on the first Monday in October and continuing until the first Monday in April. The normal work day shift shall be 6:30 am to 3:00 pm starting on the first Monday in April until the first Monday in October. However, the Village may modify the normal work day shift, upon not less than 14 calendar days' notice, if it determines that a modification is necessary to maintain the orderly and efficient operation of the Public Works Department. The Village may also modify the normal work day shift by up to one (1) hour each day for up to three (3) days if an employee is scheduled to attend training where the Village does not have control of the schedule. The Village must notify the employee at least seven (7) calendar days prior to the shift change. Each daily work shift will remain eight and one-half (8.5) hours.

Section 4. Change of Shift Schedule

In the event of a change in shift from a pre-established work schedule, employees must be off their work period for a minimum of twenty-four (24) hours before reporting to work under the new shift.

Section 5. **Overtime Payment**

- A. Employees on a five (5) day work week, in excess of eight (8) paid hours per day, shall be compensated at one and one-half times their regular straight time hourly rate of pay.
- B. Overtime will be defined as any time worked before or after an employee's regular shift, or on the sixth (6th) or seventh (7th) day of a work week. Overtime shall begin on the sixth (6th) day.
- C. All hours worked in excess of 8 hours on Thanksgiving Day, Christmas Day, and New Year's Day will be paid at three (3) times their regular straight time hourly rate of pay.

Section 6. Scheduling of Overtime

- A. Overtime work shall be offered to qualified employees on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn according to his/her place on the classification seniority list, by rotation.
- B. Any bargaining unit employee requesting to be skipped when it comes to his/her turn to work overtime shall be rotated to the bottom of the overtime seniority list and shall not be rescheduled for overtime until his/her name is reached again in orderly sequence.
- C. In the event no employee wishes to perform the required overtime work, the Employer shall, by inverse order of the date of the last non-voluntary overtime assignment and inverse order of the seniority list, assign the necessary qualified employee(s) and the employee(s) shall be required to report and perform the work in question.
- D. Employees who choose to work overtime shall be placed at the bottom of the overtime seniority list once the overtime is received.
- E. The Union recognizes that work in progress may be completed by the employee performing the work at the time the determination is made that overtime is necessary, at the discretion of the Director of Public Works.
- F. An overtime seniority list shall be posted at the Public Works Facility for inspection by the Stewards, Officers, and other Representatives of the Union.
- G. If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, he/she shall be rescheduled for overtime work the next time overtime work is required, in accordance with Paragraph A & B of this section.
- H. Time during which an employee is excused from work because of earned vacation, holidays, personal leave, sick leave, or other leave at full pay shall be considered as time worked for the purpose of computing overtime.

- I. The Village shall maintain separate Snow Removal callout lists for the Airport and for Village streets. All bargaining unit members shall be on one list or the other.
- J. The Water Superintendent shall develop an overtime rotation listing for overtime for standby duties outside the normal work week. The listing shall be developed at a minimum of one month in advance. In the event an employee who is scheduled to perform standby duties cannot, then by reverse seniority an employee shall be selected to work the shift. Once that employee works the shift he shall not be selected to fill in until all other division personnel have worked the same number of extra shifts.

Section 7. Emergency Call Back

All parties agree that issues requiring urgent response by trained members of the Public Works staff can occur at any time. To ensure the availability of qualified staff members to respond to unforeseen circumstances, it is essential that employees can be contacted outside of regular hours to be given an option to be called back to duty.

Call backs start with a phone call to the contact number for the employee: either the Village-issued cell phone or personal cell phone. Employees shall be responsible to promptly notify their supervisor of any change in their contact number. All employees not on approved leave shall be responsible for responding to a call back once they are contacted. It shall be considered a no response when an employee fails to make voice contact with the individual placing the call-back phone call within thirty (30) minutes of the initial call. Voice phone contact, voice mail, or text message shall constitute a contact for the purposes of acknowledging a call-back.

Any employee who is called back to work outside of his/her regularly scheduled shift shall be paid for the hours worked or a minimum of two (2) hours pay at the rate of time and one-half the employee's regular straight time hourly rate of pay. Call back time shall begin when the employee is first called. If the call back overlaps with the employee's regular shift, the employee shall be compensated the appropriate call back time rate of pay and the regular shift shall continue until the employee's normal quitting time. The employee shall report expeditiously and within one (1) hour of contact and shall be on standby/available to work for the entire two (2) hour period.

Section 8. Standby and Pager Duty

All bargaining unit employees required to carry Village issued cellular telephones on days and/or during hours they are not otherwise scheduled to work shall receive pay of \$35.00 for each such day and/or segment of "off duty" hours.

Section 9. Work Schedule

Work schedules showing employees' shifts, work day, and hours shall be posted on the bulletin board in the Public Works facility. Except for emergency situations, work schedules shall not be changed without advance notice to the unit.

Section 10. Compensatory Time

Bargaining unit employees may elect compensatory time off in lieu of overtime compensation. Compensatory time, if elected, will be granted at a rate of one and one-half (1-1/2) hours of compensatory time off for every hour of overtime worked. After compensatory time off is earned, an employee may schedule and take their compensatory time off with the prior approval of the Director of Public Works or designee. Employees may not accrue more than 80 hours of compensatory time off in a calendar year. Any overtime exceeding 80 hours will be paid as overtime compensation. Any compensatory time exceeding 40 hours at the end of the calendar year will be paid, based on the year end wage rate, as overtime compensation on the first regular payroll in January of the following year. Upon termination, an employee shall be paid for unused compensatory time off at a rate of compensation not less than:

- 1. The average regular rate received by such employee during the last three years of the employment; or
- 2. The final regular rate received by such employee, whichever is higher.

ARTICLE VIII

GRIEVANCE PROCEDURES

Section 1. **Definition of Grievance**

A grievance is a difference of opinion between the Union and/or any employee and the Employer with respect to the meaning, interpretation, or application of the express terms of the Agreement, or with respect to the inequitable or unreasonable application of the Rules and Regulations of the Employer.

Section 2. **Procedures**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

- Step One: If the parties are unable to resolve the grievance informally, the employee, with or without a union representative, may submit such grievance for resolution by means of the formal grievance procedure, provided such grievance is reduced to writing, and presented to the employee's Superintendent within ten (10) calendar days of the occurrence or circumstance giving rise to the grievance, or within ten (10) calendar days of when the grievant should have reasonably known of such occurrence or circumstance. As soon as possible after receipt of the grievance, the employee's Superintendent shall schedule a meeting with the employee, with or without a union representative, to discuss the grievance. Within ten (10) calendar days after said meeting, the Superintendent shall render a decision.
- Step Two: If not adjusted in step one, the grievance shall then be reduced to writing and presented by the Union to the Public Works Director within ten (10) calendar days following the receipt of the Superintendent's answer in step one.

The Director shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee and the Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Director shall then render a decision within ten (10) calendar days of the meeting.

Step Three If not adjusted in step two, the grievance shall then be reduced to writing and presented by the Union to the Village Administrator within ten (10) calendar days following receipt of the Director's answer. The Administrator shall attempt to adjust the grievance as soon as possible, and therefore schedule a meeting with the employee and the Union representative within ten (10) calendar days after receipt of the grievance from the Union. The Administrator shall render a decision within ten (10) calendar days of the meeting.

- Step Four: If the grievance is not settled in step three, the matter shall be referred for arbitration by written request of the Union, made within fifteen (15) calendar days of the employer's answer in step three. Arbitration shall proceed in the following manner:
 - (1) The arbitrator shall be selected from a list supplied by the Federal Mediation and Conciliation Service. Such list shall contain the names of at least seven (7) members of said service. A representative of each party shall alternately strike a name from the list within five (5) days following the receipt of the list. The final name remaining on the list shall be the arbitrator. The party to strike first shall be determined by lottery. Each party retains the right to reject one or more names of the first list as tendered or as otherwise permitted by the arbitration service.
 - (2) Processing and hearing of the grievance shall be in accordance with the rules of the arbitration service.
 - (3) The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or if no conference or hearings are required, then from the date when the final grievance documents are submitted to him/her.
 - (4) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted.
 - (5) The decision of the arbitrator shall be binding to the parties concerned in the grievance.
 - (6) The cost of the arbitration shall be borne equally by the Union and the Employer.
 - (7) If the arbitrator calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses, or representative of the Union.
 - (8) The arbitrator may interpret the Agreement, but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE IX

NO STRIKES/NO LOCKOUTS

Section 1. Union

The Union agrees for the term of this Agreement not to strike the Employer.

Section 2. Village

The Village will not lock out employees during the term of this Agreement.

ARTICLE X

SENIORITY

Section 1. **Definitions**

- A. Seniority is hereby defined by classification and the length of continuous service with the Village.
- B. Continuous Service shall commence on the date of hire. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.
- C. Probationary Employees. New employees shall be considered probationary employees for the first six (6) months of their employment. When an employee successfully finishes his/her probationary period, he/she will be entered on the Seniority List of the Unit as of the original date of employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment.
- D. Seniority Rosters. No later than two (2) months after the effective date of this Agreement, the Employer shall prepare and post seniority rosters for the bargaining unit. One (1) copy shall be furnished to the Union. The rosters will list each employee in the order of seniority and reflect each employee's date of classification seniority and class title for all classes in which the employee previously served. The Employer will provide the Union with information that is necessary to keep the seniority list up to date whenever a change occurs.
- E When two (2) or more employees have the same seniority date, their seniority positions shall be determined by the date and time of their original applications for their respective jobs with the Employer.
- F. Consolidation or Elimination of Jobs. Employees displaced by elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason), shall be permitted to transfer to any other vacancy for which they are qualified. Any employee transferred as a result of the application of this provision shall be given the training needed to perform satisfactorily the job to which he/she is transferred, subject to the provisions of Section 1.D (Probationary Employees), above.
- G. Application of Seniority. The application of seniority, other than as set forth elsewhere in this Agreement, shall be subject to negotiations in supplemental agreements to this contract.
- H. Lay-Offs. Prior to laying off any members of the bargaining unit (with the exception of employees classified as laborers), all full time laborers, probationary, temporary, seasonal or part-time employees functioning within the Department shall be laid off or terminated, as the case may be. Bargaining unit employees shall receive notice of a layoff as far in advance as possible, but not less than thirty (30) days prior to the date of implementation.

- I In the event of further lay-off, permanent employees will be laid off in reverse order of their seniority, as defined in Article X, Section 1(A).
- J No new employees, temporary, seasonal or part time employee shall be hired while any bargaining unit employees are on lay-off. Employees shall be recalled by seniority from the recall list. Employees shall be notified by certified letter of their recall, and shall have seven (7) days from receipt of notice to contact the Village about returning to work. Right of recall will be limited to two (2) years.
- K. Termination of Seniority. An employee covered by this Agreement shall have his/her employment terminated with the Village and his/her name removed from the seniority list under, but not limited to, the following conditions:
 - (1) He/she quits or resigns.
 - (2) He/she is discharged for just cause.
 - (3) He/she fails to inform the Village, in writing or by fax, of his/her intention to return to work within seven (7) days of sending notice offering to re-employ him/her.
 - (4) He/she does not return to work for the Village on the date specified in the notice from the Village offering him/her re-employment. Said date shall not be prior to fourteen (14) days after sending such notice.
 - (5) He/she engages in gainful employment for someone other than the Village while on leave of absence, without the written permission of the Village.

ARTICLE XI

HOLIDAYS/PERSONAL LEAVE

Section 1. Holidays

- A. The Village and the Union agree that all employees shall receive the following holidays, or equivalent days off, with pay, per year.
- B. The holidays granted under the terms of this Agreement are as follows:

- New Year's Day	January 1
- President's Day	3 rd Monday in February
- Memorial Day	Last Monday in May
- Independence Day	July 4
- Labor Day	1st Monday in September
- Veteran's Day	November 11th
- Thanksgiving	4th Thursday in Nov.
- Day after Thanksgiving	Friday after Thanksgiving
- 1/2 Day Christmas Eve + beginning at the	December 24
2 nd half of the employees	
shift	
- Christmas Day	December 25
- 1/2 Day New Year's Eve + beginning at the 2 nd half of the employees shift	December 31

Two (2) Floating Holidays

For new employees, the two floating holidays will be awarded on a prorated quarterly basis, as demonstrated by the table below:

Hire Date	Floating Holidays Eligible
January 1 through March 31	1.5
April 1 through June 30	1.0
July 1 through September 30	0.5
October 1 through December 31	0.0

Observance of holidays shall be on the day they occur. However, if a holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the proceeding Friday. Employees will not be reimbursed for any unused holidays, including unused floating holidays, upon separation from employment. If the Christmas and New Year holidays fall on a Monday, the ¹/₂ day Christmas and New Year's Eve holidays shall be taken on the preceding Friday. If the Christmas and New Year holidays fall on a Saturday, the ¹/₂ day Christmas and New Year's Eve holidays the ¹/₂ day Christmas the ¹

Section 2. <u>Personal Leave</u>

Each employee shall receive one (1) personal day per year.

ARTICLE XII

VACATIONS

Section 1. Vacation Leave

A. New employees begin to earn vacation time credits in the first full calendar month of full or parttime employment. Full-time employees accrue .83 days of vacation per month. Vacation time accrued may only be used after the beginning of the next calendar year. Employees continue to accrue .83 days of vacation per month until the employee's 4th year employment anniversary date. Beginning the next full calendar month following said anniversary date, the employee accrues 1.25 days of vacation per month. Beginning with the next full calendar month after the employee's 11th anniversary date, the employee accrues 1.66 days of vacation per month. Beginning with the employee's next full calendar month after the employee's 18th anniversary date, the employee accrues 2.09 vacation days per month. Beginning with the next full calendar month after the employee's 25th year anniversary date, the employee accrues 2.50 days of vacation per month.

(Note: Vacation accrual rates are based upon the employee's anniversary date and the administration of earned vacation time is based upon the calendar year, with employees expending vacation time which they have accrued in the previous calendar year.)

B. Vacations must be taken annually and are not cumulative. No paid vacation days may be taken in excess of accumulated vacation days. The department head may allow five (5) days of vacation to carry over into the next calendar year if extenuating circumstances exist.

All requests for vacation time should be made at least thirty (30) days in advance on the appropriate form available from the department head. Employees should plan vacations during "slack periods" of their respective departments. The employee with the longest continuous seniority shall have preference if two or more employees desire the same vacation period.

- C. Any employee who has rendered continuous service to the employer shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the Employer for vacation credit only. All discharges and resignations shall interrupt continuous service, and shall result in the loss of all prior service credit.
- D. Upon termination of employment, the employee shall be paid for any accrued but unused vacation time.
- E. In computing vacation leave, employees shall be credited with regular working time plus time of duty disability.
- F. Any employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military Service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with the Employer, shall be the same

as if employment had continued without interruption by Military Service.

- G. When a holiday falls during an employee's approved vacation, and the employee is entitled to said holiday as a paid holiday, it will not be counted as part of the employee's vacation time.
- H. With the approval of the Employer, and upon 24 hours notice, vacation may be taken in one (1) day intervals. If an employee is out of sick leave, they may designate vacation time to be used for an absence.

Section 2. Vacation Preference and Scheduling

Vacations will be granted to meet the requests of employees by seniority, only if requested 30 days in advance.

ARTICLE XIII

WELFARE BENEFITS

Section 1. Sick Leave

- A. In the event an employee is unable to report to work due to illness or other emergency, he or she must so inform his/her department head or designee directly, if possible, or by telephone. Such notification shall be given at least one-half hour before his/her starting time. Failure to so inform the department head of such absence (or agreed intervals in the case of extended illness) may result in a loss of sick leave pay to which the employee may otherwise be eligible.
- B. An employee's illness must be documented by the department head. Sick days shall be taken in no less than one quarter (1/4) hour increments. The department head will be responsible for authorizing sick leave (paid or unpaid) for the employees within his/her department. In cases where an employee is unable to work for an extended period of time due to an illness/injury, the department head shall review on a case by case basis, monitoring responsibility to determine if the extended absence of the employee impedes the ability of the department to perform its' function, and if such is the case, the employee shall be terminated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee or any member of the employee's immediate family.
- D. Sick leave shall not be used as additional vacation leave. Sick leave may be used as FMLA leave by employees.
- E. Sick days will accrue at a rate one (1) day per month for all regular full-time employees per the Village's Personnel Rules and Regulations.
- F. A maximum of 5 days will be paid back to the employee at the end of the calendar year. Days taken as sick time are removed first from the 5 reimbursable days. Effective January 1, 2012, a maximum of seven (7) days annually can be carried over to the next year per the Village's Personnel Rules and Regulations.
- G. A doctor's certificate may be required for absences in excess of three (3) days in succession and may be required at any time the Director of Public Works feels an unusual situation exists. When proof of illness is requested and not provided, the absence will be considered a non-authorized absence and the department head will take appropriate action. The employee will be informed of the action taken. Excessive absenteeism is a basis for discipline, up to and including immediate termination of employment.

Section 2. Unused Sick Leave

- A. Upon separation, the employee will be paid for any unused reimbursable days accrued. However, upon separation, the employee will not be paid for any accrued carry over days.
- B. Employees may use accumulated sick leave for early retirement per the provisions set forth under the I.M.R.F. Pension Fund.
- C. For the purposes of this provision retirement shall be defined as meeting the requirements for retirement benefits under the I.M.R.F. pension fund.
- D. In the event of death the payment shall be made to the estate of the employee, or to any beneficiary so designated by the employee.
- E. Upon separation, the employee may be paid for any unused reimbursable days accrued. All employees having accumulated at least 20 years of eligible service credit with the Illinois Municipal Retirement Fund, will be paid 50 percent of the value for any accrued sick time on the first paycheck of the second month following separation of employment. The value of accrued sick time is calculated at the employee's hourly rate of pay at the time of retirement.

ARTICLE XIV

LEAVES OF ABSENCE

Section 1. Jury Duty

Approval will be granted, with pay, for any jury duty imposed upon any bargaining unit employee or while serving as a witness on behalf of the Village; however, any compensation, exclusive of travel allowance which is received, must therefore be turned over to the Employer by said employee.

Section 2. Family and Medical Leaves

In accordance with the Family and Medical Leave Act (FMLA), the Village will grant to eligible employees up to 12 weeks of job-protected unpaid family and medical leave, per 12- month period per the Village's Personnel Rules and Regulations.

Section 3. Approved Leaves of Absence

Employees on approved leaves of absence shall retain seniority, but shall not accrue any fringe benefits.

Section 4. **<u>Retention of Benefits</u>**

An employee will not earn sick leave or vacation credits while on a leave of absence. An employee on a leave of absence will be required to pay the cost of insurance benefits provided in Article XVIII in order to keep these benefits in full force and effective during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the Employer's payroll office prior to departure for such leave. For the failure to make such arrangements, the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 5. Miscellaneous Leave

- A. Education. An authorized leave of absence may be granted at full or part-time pay by the Village Board of Trustees in order to permit an employee to take courses of study which will better enable the employee to perform his/her duties.
- B. State/Federal Regular full-time employees shall be granted leave as required by State and Leave. Federal law.
- C. Unpaid.

Employees may submit a written request to the Village Administrator for an unpaid leave of absence. The Village Administrator may grant a leave of

absence for up to 60 days. The Board of Trustees must approve any unpaid leaves from 61 days to a maximum of one year. Such leave shall be without loss of prior earned seniority. Upon expiration the employee will be hired for the first position for which he/she is qualified. No benefits shall accrue during any unpaid leave of absence except for group health insurance through COBRA.

- D. Suspension. Employees on suspension without pay from work are not eligible to earn any benefits normally enjoyed by Village employees during the period of suspension.
- E. Authorized If an employee is granted "authorized leave" he/she continues to earn health benefits normally enjoyed by Village employees during the period of authorized leave. Authorized leave shall not include any unpaid leaves of absence as defined hereinabove.

ARTICLE XV

BEREAVEMENT LEAVE

Section 1. Bereavement Provisions

Bereavement Leave

Any active, regular employee, upon request, shall be granted three consecutive business days of bereavement leave following the death of an immediate family member. More than three days may be granted at the discretion of the Department Head, depending on the circumstances of each case. In considering such circumstances, the Department Head shall not be arbitrary, capricious, or discriminatory. The list below also includes any family member that is related by marriage or adoption.

Immediate Family is: Spouse, Child, Parent, Sibling, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandparent, Grandparent.

In the case of an extended family member's death, an employee can use a personal day, floating holiday, vacation or sick time for bereavement leave. An extended family member is defined as a person related to, the employee to the second degree by either blood or marriage, including but not limited to aunts, uncles, cousins, nieces, nephews, great aunts or great uncles.

Child Bereavement Leave Policy

Pursuant to the Illinois Child Bereavement Leave Act, 820 ILCS 154, employees are entitled to leave for the loss of a child.

ARTICLE XVI

SUBSTANCE ABUSE TESTING

The Village retains the right to test employees for substance abuse. Said testing, and the utilization of the results thereof, shall be in accordance with the procedures set forth in Appendix B.

ARTICLE XVII

SCHOOLS, SEMINARS, REIMBURSEMENT, and EDUCATIONAL INCENTIVES

Section 1. Reimbursement

Payment of all books, fees, and tuition or reimbursement will be granted when an employee is required by the Employer to attend any educational or training programs.

Section 2. Tool Reimbursement

All mechanics shall have all necessary tools needed to perform their job purchased by the Village.

Section 3. Posting of Courses

The Village shall post on bulletin boards located at the Public Works Facility announcements of all courses to be given which are either compulsory for a segment of the staff, or may be optional for the purpose of improving the professional standing of the Employee or the Department. All eligible staff members shall have an opportunity to bid for the pre-requisite optional courses. In the event that there are more bids than openings available, the senior personnel will be given preference, subject to any special requirements by the institution giving the course.

Section 4. Compulsory Courses

The Director of Public Works shall arrange all compulsory courses and training programs in such a manner so any employee required to complete such course or participate in such training program shall be able to do so during his/her regularly scheduled working shift, whenever possible.

Section 5. Optional Courses

Any employee attending an optional educational course related to the furtherance of his/her proficiency as an employee with the Village shall, with prior approval of the Director of Public Works, upon successful completion thereof, and presentation of evidence of such successful completion, be reimbursed by the Employer in accordance with the Village's Personnel Rules and Regulations.

ARTICLE XVIII

INSURANCE

Section 1. Health Insurance

- A. The Village agrees to provide health insurance for all employees and dependents during the term of this Agreement. The Village will pay the same percentage of premium costs for each covered employee and his/her dependent health insurance coverage as it pays for all other regular, full-time Village employees.
- B. The Parties acknowledge that the Village may change benefit levels and deductibles or change insurance plans, so long as any subsequent insurance plan is the same as is offered to all other regular, full-time Village employees. Should the Village find it necessary to change insurance plans, covered employees shall contribute to any increase in premiums to the same extent as required of any other Village employees.

Section 2. **<u>Retirement Coverage</u>**

The Employer shall make the Village's group medical plan available to retirees retiring under I.M.R.F. and eligible dependents at the employee's expense.

Section 3. Life Insurance

The Village shall provide, at no cost to the Bargaining Unit members, life insurance in the amount of \$50,000.00 or equal to the employee's annual salary on January 1st of each calendar year (whichever is greater) subject to any benefit reduction provisions imposed by the insurer.

Section 4. Safety

Any employee required to deal with any chlorine leak emergencies shall be provided with adequate safety equipment to do so. The Employer shall provide any/all safety equipment required by OSHA and such equipment shall be approved by ANSI. The Village and the Union acknowledge that there are no types of self-contained breathing apparatus which are available and which are certified by OSHA for use by employees with beards, and the failure to provide that type of self-contained breathing apparatus will not be construed as a violation of this Agreement.

Section 5. Damaged Items

Any glasses, contact lenses, or other personal property that is accidentally damaged, lost, or broken while an employee is in the performance of their job shall be replaced by the Village.

Section 6. Modified Duty Provision

In the event that an employee is, because of an injury, temporarily unable to perform his normal job responsibilities, the Village may provide existing light work for the employee to perform. It is expressly understood that the Village is not required to create modified duty work for any employee.

ARTICLE XIX

UNIFORMS

Section 1. Uniform Policy

Employees shall be supplied with complete uniforms. The uniforms provided must be worn at all times while the employee is on duty. In addition, provided prior approval for purchases is obtained from the Village (approval shall not be unreasonably denied), the Village shall provide employees who turn in original receipts of up to \$650.00 per contract year for replacement of the following items, in the maximum amount indicated below.

	<u>Yearly</u> <u>Allocation</u>		<u>Yearly</u> <u>Allocation</u>
Carhartt Jacket or equivalent	\$140.00		
Bibs	\$160.00	Cargo Shorts	\$70.00
Hood	\$ 30.00	Winter Hat	\$ 30.00
Mask	\$ 30.00	Helmet Liner	\$ 30.00
Gloves	\$ 35.00	3 pair Work Boots	\$150.00 each or \$220.00 for safety toe work boots
Hooded Sweatshirt	\$ 80.00		for safety foe work boots

Total: \$650.00 per contract year.

It is understood that the Village will provide employees with rain gear and hip boots.

Section 2. Uniform Changes

Any changes in the uniform of the employees shall be at the expense of the Employer.

Section 3. **<u>Reimbursement</u>**

Uniform items shall be purchased from vendors that have an account with the Village. All receipts will be remitted to the employee's superintendent the next business day following the purchase along with reimbursement for any expenditures over the limits established in this Article.

Section 4. Shorts

During the summer months (June through August) and with approval from a superintendent, employees in non-hazardous work environments may wear cargo shorts. Shorts must be purchased from an approved vendor as defined in the uniform policy in Section 1.

ARTICLE XX GENERAL PROVISIONS

Section 1. Labor/Management Committee

A Labor/Management Committee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. Attendance at Labor/Management Committee meetings shall be limited to a Union Representative and three (3) bargaining unit employees designated by the Union. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor/Management Committee meetings shall be mutually agreed upon by the Union and the Village. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor/Management Committee is intended to improve communications and shall be advisory only.

Section 2. Personal Appearance

It is important for all employees to project a professional image of the Village of Lake in the Hills while providing services in the community. For appropriate public appearance and safety reasons, employees are expected to report to work presenting a neat, clean and well-groomed appearance at all times, regardless of their job location or responsibilities.

Hair must be clean and kempt. Hair should be of natural color or natural color dye. Facial hair (including sideburns, a beard, goatee, or mustache) is permissible provided that the hair is clean and neatly trimmed.

Employees with tattoos and/or body art that are profane or offensive in nature will be required to cover such tattoos and art with clothing or cosmetics during working hours. Additionally, intentional body mutilation, branding or scarring is prohibited.

Visible body piercings (with the exception of a gauge plug in the ear lobe that matches the skin coloring of the employee) may not have jewelry during work hours. Additional jewelry shall be limited in quantity and size to the extent that it would not create a hazard to the employee while performing his/her duties.

Section 3. Monitoring

In order to create service routes, improve efficiency, minimize risks, and reduce insurance costs, the Village may implement a GPS monitoring system to track its vehicles and other equipment used by the employees.

ARTICLE XXI

WAGES

Section 1. Wage Rates

The wage rates per hour for the classifications set forth in this Agreement shall be as provided in Appendix A. Wage increases shall be applied the first full pay period following the effective date of the increase.

Section 2. Pay Period

The pay period shall be every two weeks.

Section 3. Working Outside of Classification

The Village, at its sole discretion, may temporarily reclassify an employee to work outside of his or her classification in the event a functional supervisor is absent for an extended period of time. This may apply to absences in the positions of Crew Leader and Water Operator II. The employee shall be paid at the rate of the new classification at the employee's same step.

ARTICLE XXII

CLASSIFICATION

Section 1. Classification System

- A. Employees of the Bargaining Unit shall be placed into appropriate classifications.
- B. The system of job classifications shall be mutually agreed upon, and shall be developed through a joint effort of the Union and the Village.
- C. Integrity of the Unit. The job descriptions of the bargaining unit are attached to this Agreement in Appendix C. If the Village finds it necessary to increase, reduce or eliminate, modify or combine any of the current positions or establish any new positions during the term of this Agreement, it may do so after proper notice to, and bargaining with the Union. Notice shall be given as far in advance as possible, but not less than thirty (30) days prior to implementation. Upon request by the Union, the Village shall meet to discuss the intended changes. Said notice shall be given to the Chief Steward and the Business Representative.

ARTICLE XXIII

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those rendered or declared unlawful, invalid, or unenforceable.

ARTICLE XXIV

DURATION AND NOTIFICATION

This Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until 11:59 P.M. December 31, 2026. It shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date.

IN WITNESS THEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES THIS

_____ DAY OF _____, 2023

For the VILLAGE OF LAKE IN THE HILLS:

Ray Bogdanowski Village President

Attest

SEIU Local 73 President

For SEIU:

Patrick Corley SEIU Local 73 Union Representative

Tim Corvillion – Steward

Larry Feffer – Steward

Theodore Griffis-Steward

APPENDIX A

WAGES

	2023 (Add Step 9 with 4.5% Increase Over Step 8, Anchor Step 1, Equalize Steps)							
	General Utility	General Utility			Senior	Water	Water	
Step	Worker I	Worker II	Crew Leader	Mechanic	Mechanic	Operator I	Operator II	
1	25.69	28.05	29.83	29.92	30.37	29.83	33.95	
2	26.84	29.30	31.16	31.25	31.72	31.16	35.47	
3	27.98	30.55	32.49	32.59	33.08	32.49	36.98	
4	29.13	31.81	33.82	33.92	34.43	33.82	38.50	
5	30.27	33.06	35.15	35.26	35.79	35.15	40.02	
6	31.42	34.31	36.48	36.59	37.14	36.48	41.53	
7	32.56	35.56	37.80	37.93	38.50	37.80	43.05	
8	33.71	36.82	39.13	39.26	39.85	39.13	44.57	
9	34.85	38.07	40.46	40.60	41.20	40.46	46.08	

	20242.5% COLAs for All Positions and Steps								
	General Utility	General Utility General Utility Senior Water Water							
Step	Worker I	Worker II	Crew Leader	Mechanic	Mechanic	Operator I	Operator II		
1	26.33	28.75	30.58	30.67	31.13	30.58	34.80		
2	27.51	30.03	31.94	32.04	32.52	31.94	36.35		
3	28.68	31.32	33.30	33.40	33.91	33.30	37.91		
4	29.85	32.60	34.66	34.77	35.29	34.66	39.46		
5	31.03	33.89	36.02	36.14	36.68	36.02	41.02		
6	32.20	35.17	37.39	37.51	38.07	37.39	42.57		
7	33.37	36.45	38.75	38.88	39.46	38.75	44.13		
8	34.55	37.74	40.11	40.25	40.85	40.11	45.68		
9	35.72	39.02	41.47	41.61	42.23	41.47	47.24		

20252.5% COLAs for All Positions and Steps							
	General Utility	General Utility			Senior	Water	Water
Step	Worker I	Worker II	Crew Leader	Mechanic	Mechanic	Operator I	Operator II
1	26.99	29.47	31.34	31.43	31.91	31.34	35.67
2	28.19	30.79	32.74	32.84	33.33	32.74	37.26
3	29.40	32.10	34.13	34.24	34.75	34.13	38.86
4	30.60	33.42	35.53	35.64	36.18	35.53	40.45
5	31.80	34.73	36.93	37.04	37.60	36.93	42.04
6	33.01	36.05	38.32	38.45	39.02	38.32	43.64
7	34.21	37.36	39.72	39.85	40.44	39.72	45.23
8	35.41	38.68	41.11	41.25	41.87	41.11	46.82
9	36.62	40.00	42.51	42.65	43.29	42.51	48.42

20262.5% COLAs for All Positions and Steps							
	General Utility	General Utility			Senior	Water	Water
Step	Worker I	Worker II	Crew Leader	Mechanic	Mechanic	Operator I	Operator II
1	27.66	30.21	32.12	32.22	32.71	32.12	36.56
2	28.90	31.56	33.55	33.66	34.16	33.55	38.19
3	30.13	32.90	34.99	35.10	35.62	34.99	39.83
4	31.37	34.25	36.42	36.53	37.08	36.42	41.46
5	32.60	35.60	37.85	37.97	38.54	37.85	43.09
6	33.84	36.95	39.28	39.41	40.00	39.28	44.73
7	35.07	38.30	40.71	40.85	41.46	40.71	46.36
8	36.31	39.65	42.14	42.28	42.91	42.14	47.99
9	37.54	41.00	43.57	43.72	44.37	43.57	49.63

*Should the Laborer position be filled, wages would follow the terms of the annual wage schedule adjustments for other classifications, based on the 2022 Laborer rate, ranging from \$12.16 (Step 1) to \$16.38 (Step 8).

Active employees (not on unpaid leave or layoff status) shall advance to the next step on the first day of the next pay period following the anniversary date of their hire.

Longevity: Employees who have reached the highest step of their classification shall receive a lump sum bonus of \$1,000 upon reaching each anniversary date thereafter. The \$1,000 shall be paid on the first full pay cycle following the employee reaching the anniversary date. For example, an employee who reaches top step on February 15, 2024, would be paid the longevity bonus on the first payroll following February 15, 2025 and each year thereafter that the employee remains in their position. In the event an employee is promoted (moves from a classification with a lower step 1 wage to a position with a higher step 1 wage), the employee shall receive a minimum of a one-step increase in the new classification from the step the employee was at immediately preceding the promotion, not to exceed an employee with equal to or greater than the employee's years of service.

The Village, at its sole discretion, may determine that a newly hired employee shall be compensated at a rate higher than the beginning rate based upon the individual's qualifications and experience, but not to exceed the lowest paid person in that classification.

The term of the contract shall be a four (4) year agreement, commencing January 1, 2023 and shall remain in full force and effect until 11:59 PM December 31, 2026.

For the term of the 2023-2026 Agreement only, the following terms apply:

- In 2023 only, employees who ended calendar year 2022 in Step 1 of the wage schedule, shall receive a one-time, non-pensionable, equity payment of \$750 within 30 days of the execution of this Agreement.
- In 2023 only, applicable wage increases shall be retroactive, with retroactive payments to be made in no less than two pay cycles following the full execution of this Agreement. For example, an employee who reached Step 3 on March 1, 2022, shall be paid retroactively as having reached Step 4, effective March 1, 2023, and then would advance to Step 5 on March 1, 2024. An employee who

reaches their anniversary date in 2023 after the execution date of this Agreement shall advance as normal, without retroactive pay.

- In 2023 only, an employee who was at the top Step 8 in 2022 shall advance to the new top Step 9 on their 2023 anniversary date, regardless of prior years of service.
- In 2023 only, an employee who worked at top Step 8 of the previous agreement for all of calendar year 2022 shall receive the full longevity bonus upon reaching their anniversary date in 2023; employees who reached top Step 8 of the previous agreement in 2022 but did not work the full calendar year at Step 8 shall not receive a longevity bonus in 2023 but would be eligible in 2024 and thereafter for each successive completed year after reaching new top Step 9.

APPENDIX B

SUBSTANCE ABUSE TESTING

I. STATEMENT OF POLICY

A. Purpose and Goals

The Village of Lake in the Hills and the Federal Motor Carrier Safety Administration (FMSCA) of the U.S Department of Transportation have determined that alcohol abuse and illegal drug use pose specific dangers to the safety and welfare of drivers and the public. In order to achieve the goal of ensuring a drug and alcohol-free transportation system, as well as to comply with requirements of the Omnibus Transportation Employee Testing Act of 1991 and the Federal Motor Carrier Safety Regulations, the Village of Lake in the Hills has an alcohol and controlled substance testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by drivers of commercial motor vehicles. The potential effects of alcohol and drug abuse are substantial in terms of lives lost, personal injuries, property damage, business losses (lost productivity, absenteeism, increased health care costs, etc.) and environmental damage. The Village of Lake in the Hills' drug and alcohol testing program is designed to create a drug and alcohol-free transportation system and to provide help to those employees who have chemical dependency problems. As an employer who uses drivers to operate commercial motor vehicles on public roads, the Village of Lake in the Hills is required to implement a controlled substances and alcohol misuse policy, including a drug and alcohol testing program, that is compliant with the requirements and procedures of 49 CFR Parts 40 and 382.

B. Employment Terms

Neither the implementation of this policy nor any of the terms of this policy is intended to modify the at-will nature of the employment relationship at the Village of Lake in the Hills or to otherwise create any contract, express or implied, with any employee. Employment with the Village of Lake in the Hills is considered "at-will," meaning that it is for no set duration and can be terminated by the Village of Lake in the Hills or the employee at any time, for any reason, unless prohibited by statute or public policy.

II. SCOPE

A. Employees Subject To Testing

The drug and alcohol testing required under this policy will apply to any individual who possesses a commercial driver's license (CDL) for the operation of the CMV. If an individual does not possess a CDL or is performing duties other than safety sensitive duties, the individual will be subject to the policies in the Village's Personnel Rules and Regulations.

B. Independent Contractors and Owner-Operators

Because this drug and alcohol testing program is required by the Federal Motor Carrier Safety Regulations, it applies to any individual who operates a motor vehicle on behalf of the Village of Lake in the Hills in a contract, lease or other agreement with the Village of Lake in the Hills. However, mere compliance with the provisions of this policy or the application of this policy to any person shall not operate to convert any independent contractor or other person into an employee of the Village of Lake in the Hills unless such other circumstances indicate the existence of an employer-employee relationship.

III. DEFINITIONS

- **A.** Adulterated Specimen—A specimen that contains a substance not expected to be found in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
- **B.** Alcohol--the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- **C.** Alcohol use—the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.
- **D.** Alcohol concentration (or content)--the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
- **E.** Canceled Test—A drug or alcohol test that has a problem or cannot be considered valid under DOT rules. A canceled test is neither a positive nor a negative test.
- **F. Commercial Motor Vehicle** (CMV) is defined as a motor vehicle or combination of motor vehicles used to transport passengers or property which:
 - 1. Has a gross combination weight rating of 26,001 or more pounds (11,794 or more kilograms) inclusive of a towed unit with a gross motor vehicle weight rating of more than 10,000 lbs. (4,536 kg.), or has a gross vehicle rating of 26,001 or more pounds (11,794 kg.); or
 - 2. Is designed to transport 16 or more passengers, including the driver; or
 - 3. Is of any size and is used in the transportation of hazardous materials required to be placarded under the Hazardous Materials Transportation Act.

G. Controlled Substances

- 1. THC Marijuana
- 2. COC Cocaine
- 3. OPI Opiates
- 4. AMP Amphetamines
- 5. PCP Phencyclidine
- 6. aAMP Methamphetamine
- 7. All other controlled substances, as defined by **Part B** of Title 21 of the *United States Code* Controlled Substances Act, **as amended**.
- **H. Dilute Specimen**—A specimen with creatinine and specific gravity values that are lower than expected for human urine.
- **I. Driver**-- any person who operates a commercial motor vehicle, including but not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors.
- **J. Safety-Sensitive Function**-- all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. "Safety-sensitive functions" include:

1. All time at a Village of Lake in the Hills or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Village of Lake in the Hills;

- 2. All time inspecting equipment as required by 49 CFR §§392.7, .8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- 3. All time spent at the driving controls of a commercial motor vehicle in operation;
- 4. All time, other than driving time, in or upon any commercial motor vehicle except, time spent resting in a sleeper berth conforming to the requirements of 49 CFR §393.76;
- 5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- 6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- **K. Split Specimen**—In drug testing, a part of the urine specimen that is sent to the laboratory and retained unopened in secure storage until the employee whose test is positive, adulterated or substituted, requests that the specimen be transferred to a second laboratory for re-confirmation.
- **L. Substituted specimen**—A specimen with creatinine and specific gravity values that are so diminished that they are inconsistent with human urine.

IV. QUALIFICATIONS FOR EMPLOYMENT

A. Prohibited Conduct

Village of Lake in the Hills policy and the Federal Motor Carrier Safety Regulation (49 CFR Part 382) prohibit the following conduct as it relates to the use of alcohol and drugs with respect to the operation of a commercial motor vehicle. Furthermore, it does not authorize "medical marijuana" under a state law to be a valid medical explanation for a transportation employee's positive drug test result (49 CFR Part 40, at 40.151(e)).

- 1. No driver may report for duty or remain on duty requiring the performance of safetysensitive functions while having an alcohol concentration of 0.04 or greater. (§382.201).
- 2. No driver may use alcohol while performing safety-sensitive functions. (§382.205).
- 3. No driver may perform safety-sensitive functions within four hours after having used alcohol. (§382.207).
- 4. No driver required to take a post-accident alcohol test under this policy may use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first. (§382.209).
- 5. No driver may report for duty or remain on duty requiring the performance of safetysensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in § 382.107, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. (§382.213).
- 6. No driver may report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances. (§382.215).
- 7. No driver may refuse to submit to any alcohol or controlled substance test required under this policy. (§382.211).

In the event the Village of Lake in the Hills has actual knowledge that a driver has violated any of the above prohibitions, it will prohibit him/her from performing any safety-sensitive functions.

B. Removal From Service

A driver who has engaged in any prohibited conduct will be immediately removed from service and disqualified from the performance of any safety-sensitive functions, including driving a commercial motor vehicle, unless and until that driver has complied with the return to work requirements as prescribed in 49 CFR Part 40, subpart O. The employee will also be subject to any discipline required by the Village of Lake in the Hills in accordance with Section X of this policy.

Any driver requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be disqualified from performing or

continuing to perform any safety-sensitive functions, including driving a commercial motor vehicle, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

C. Prescribed Medications

All drivers are required to notify the Village of Lake in the Hills of his/her use of any therapeutic controlled substance use prescribed by a licensed medical practitioner.

D. Drug And Alcohol Background Check

Any driver the Village of Lake in the Hills intends to hire or use to perform a safety-sensitive function will be required to undergo a background check of any violations of Department of Transportation drug and alcohol testing regulations during the previous two years. All drivers will be required to sign an appropriate consent form authorizing previous employers to release this information to the Village of Lake in the Hills. Attachment A. The Village of Lake in the Hills will then obtain information on the driver's alcohol tests with a concentration result of 0.04 or greater, verified positive drug test results and refusals to be tested within the preceding two years from all of the driver's previous employers during that time period.

No driver will be allowed to perform a safety-sensitive function if the Village of Lake in the Hills discovers that he/she has had an alcohol test with a concentration of 0.04 or greater, a verified positive drug test result or has refused to be tested, unless and until the Village of Lake in the Hills confirms that the driver has complied with the return to duty requirements of 49 CFR Part 40, Subpart O.

V. TESTING CIRCUMSTANCES

A. Pre-Employment/Pre-Duty

Prior to the first time a driver performs a safety-sensitive function for the Village of Lake in the Hills (including job applicants and employees transferring into a position requiring the operation of a commercial motor vehicle), he/she will be required to undergo testing for controlled substances and will not be allowed to perform any such function unless a verified negative drug test result is received from the medical review officer.

B. Post-Accident

As soon as practicable following an accident, the Village of Lake in the Hills will require any surviving driver to submit to tests for alcohol and controlled substances if:

1. The driver was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or

- 2. The driver received a citation under State or local law for a moving traffic violation arising from the accident and the accident involved:
 - a. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b. One or more motor vehicles incurring *disabling damage* as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Drivers are prohibited from using alcohol for eight hours following any accident or until the required post-accident alcohol test is administered, whichever occurs first. Every effort will be made to conduct post-accident drug and alcohol tests within two hours following an accident. Any driver involved in an accident must therefore remain readily available for testing and will be considered to have refused to submit to testing if he fails to do so.

This requirement will not, however, require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. In order to ensure expeditious testing, the Village of Lake in the Hills will provide all drivers with information, procedures, and instructions explaining the post-accident testing requirements.

If an alcohol test is not administered within eight hours following an accident, the Village of Lake in the Hills will make no further effort to administer an alcohol test and will document the reasons why the test was not administered within eight hours. In the event a drug test is not administered within 32 hours following an accident, the Village of Lake in the Hills will cease its attempts to administer any further testing and prepare and maintain a record stating the reasons why the test was not promptly administered.

The results of any breath test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, will be considered to meet the requirements of this section, provided such tests conform to applicable Federal, State or local requirements, and the results of the tests are obtained by the Village of Lake in the Hills.

C. Random

The Village of Lake in the Hills will conduct random drug and alcohol tests at a minimum annual percentage rate established by the FMCSA of the average number of driver positions. The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a computer-based random number generator matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for testing will be reasonably spread throughout the course of the year in accordance to FMCSA drug and alcohol testing regulations. All drivers will have an equal

chance of being tested at any time, regardless of the number of his/her previous selections.

Any driver notified of his/her selection for random alcohol and/or controlled substances testing will be expected to proceed to the test site immediately. If a driver is performing a safety-sensitive function, other than driving, at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible.

D. Reasonable Suspicion

Whenever the Village of Lake in the Hills has reasonable suspicion to believe that a driver has engaged in prohibited conduct, the driver must submit to an alcohol and/or controlled substances test. Any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver, which may include indications of the chronic and withdrawal effects of controlled substances. These observations will only be made by a supervisor or Village of Lake in the Hills official who has received appropriate training and will be documented in writing by that individual within twenty-four (24) hours after his/her observations, or before any drug test results are released. Any person who makes a determination that reasonable suspicion exists to require a driver to submit to an alcohol test will not be permitted to conduct the alcohol test for that driver. A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made during, just preceding or just after the period of the work day that a driver is required to be in compliance with this policy. If the alcohol test is not administered within eight hours following the reasonable suspicion determination, the Village of Lake in the Hills will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

Notwithstanding the above testing requirements, a driver may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse.

In any reasonable suspicion testing circumstance, a Village of Lake in the Hills representative will transport the individual to an appropriate testing facility and await the completion of the testing procedure. The Village of Lake in the Hills representative will then transport the individual back to the Village of Lake in the Hills's premises, where a spouse, family member or other individual will be contacted to transport the individual home. In the event no such individual is available, the Village of Lake in the Hills will contact a taxi to transport the driver home. If the reasonable suspicion test result is negative, the Village of Lake in the Hills will reimburse the employee for the cost of the taxi. If the employee refuses to comply with any of these procedures and attempts to operate his/her own vehicle, the Village of Lake in the Hills will take appropriate efforts to discourage him from doing so, up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the above procedures will be subject to discipline, up to and including termination.

E. Return-To-Duty

Before a driver who has engaged in any conduct prohibited by this policy will be allowed to return to duty to perform a safety-sensitive function, he/she will be required to undergo return-to-duty alcohol and/or controlled substance tests, with results indicating an alcohol concentration of less than 0.02 and a verified negative for controlled substances use, respectively.

F. Follow-Up

Any employee who has engaged in prohibited drug and/or alcohol-related conduct will be subject to unannounced follow-up testing for alcohol and/or controlled substances as directed by the Substance Abuse Professional for up to 60 months after return to safety-sensitive duties.

G. Refusal To Test

Any driver who refuses to submit to any drug or alcohol test required by this policy will be immediately removed from service and prohibited from performing or continuing to perform a safety-sensitive function. Employees will also be subject to any discipline outlined in Section X of this policy. For purposes of this policy, "refusal to submit" to an alcohol or controlled substances test will include:

- 1. Failing to provide adequate breath for alcohol testing, without a valid medical explanation after a driver has received notice of a required breath test;
- 2. Failing to provide an adequate urine sample for controlled substances testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after a driver has received notice of a required urine test;
- 3. Failing to cooperate with any part of the testing process, including failing to permit direct observation or monitoring of specimen collection where required by Part 40 procedures.
- 4. Submitting a substituted or adulterated specimen.
- 5. Failing to report for required testing; or failing to report within a reasonable time after notification to do so.
- 6. Failing to remain at the testing site until the testing process is complete.
- 7. Failing to undergo a medical examination when required as part of the test result verification process, or as directed for evaluation of the inability to provide an adequate urine or breath specimen.

VI. ALCOHOL TESTING PROCEDURES

A. Alcohol Testing Personnel and Equipment

All alcohol testing will be conducted by qualified Breath Alcohol Technicians (BAT) and/or Screening Test Technicians (STT) using Alcohol Screening Devices (ASD) or Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration.

B. Alcohol Testing Procedures

All alcohol testing conducted under this policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subparts L and M. After providing a photo identification to the BAT or STT, the employee and the BAT/STT will complete the Alcohol Testing Form. Any employee who refuses to sign the acknowledgment of testing in Step 2 of the form will be considered to have refused to test. The employee will follow the BAT/STT's instructions and provide a breath or saliva sample for the initial test. If the result of the test is <0.02 alcohol concentration, the test is considered negative and the process is complete.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee is observed and requested not to take anything by mouth, the employee will be asked to provide a breath sample. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test. If the confirmation test result is ≥ 0.02 , the BAT will immediately notify the Village of Lake in the Hills representative, and the employee will remain at the testing facility until provided transportation home. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee. If the confirmation test result is <0.02, the test is negative.

<u>C. Inability to Provide a Sample</u>

In the event an employee is unable to provide, or alleges he/she is unable to provide a breath sample, the employee will make two attempts to complete the testing process. If the employee cannot provide an adequate breath sample after two attempts, the BAT/STT will discontinue the testing process, notify the Village of Lake in the Hills representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the Village of Lake in the Hills. The physician will determine if there is a medical condition or diagnosis that prevents the employee from providing an adequate breath sample. If the physician is unable to document a medical condition or diagnosis responsible for the employee's failure to provide an adequate sample, it is considered a refusal to test.

VII. CONTROLLED SUBSTANCE TESTING

A. Specimen Collection Procedures

Controlled Substances testing will be conducted using a urine specimen collected by qualified collection personnel at a collection site located at an off-site laboratory service center or medical clinic. For all FMCSA required testing, a Federal custody and control form (CCF) will be used to document the collection process. The driver will be required to present photo identification to the collector at the start of the collection process. The collector will instruct the employee to empty the contents of his/her pockets, remove all outer clothing (jackets, hats, etc.) and leave all hand carried items outside the toilet enclosure. After washing his/her hands, the driver will be provided a wrapped collection container which is unwrapped in his/her provides his/her specimen in the privacy of a toilet enclosure with a closed door. In circumstances where only a multi-stall restroom is available, the collector will accompany the driver into the restroom. The collector will remain outside the toilet stall/enclosure; the driver will provide the specimen while in the toilet stall door closed.

In certain circumstances the driver will be required to provide his/her urine specimen while being directly observed. Observation of urination will only be done by an individual who is the same sex as the driver. The following circumstances will require a direct observation collection:

- 1. The driver presents a specimen which is outside the expected temperature range (90-100 °F)
- 2. The driver presents a specimen which the collector believes is adulterated or substituted, or has specimen adulterant or substitution materials in his/her pockets.
- 3. A previous specimen provided by the driver was invalid for testing and there was no medical explanation for the specimen's invalidity
- 4. A previous specimen provided by the driver was verified as positive, adulterated, or substituted and the split specimen was unavailable for reconfirmation.
- 5. The collection is for a return to duty or follow-up test.

Upon completion of urination, the driver will present the specimen to the collector. The collector will check the temperature and physical appearance of the specimen. In the driver's presence, the collector will unwrap/remove the seal from the two specimen bottles, and divide the urine specimen into the two bottles, ensuring that there is at least 30 mL in the A Bottle, and at least 15 mL in the B Bottle. The collector will apply the seal/label to each bottle, date the label and ask the driver to initial each bottle label. The driver will be permitted to wash his/her hands. The specimen shall remain in the sight of both the collector and the driver from time of presentation of the specimen to the sealing/labeling of the bottles.

If the employee is unable to urinate, or provides an insufficient quantity of urine (<45mL), the employee will be provided fluids to drink (up to 40 oz.) and up to three hours to provide an

adequate specimen. If the employee is unable to provide an adequate specimen after three hours, the collection process will cease. The collector will inform the Village of Lake in the Hills, and the Village of Lake in the Hills will direct the employee to be evaluated by a Village of Lake in the Hills-designated physician as soon as practical. If the MRO determines, after review of the physician's findings of the examination of the employee, that there is no medical explanation for the employee's failure to provide an adequate specimen, the employee will be considered to have refused to test.

The collector and driver will complete the CCF. The specimen bottles and a copy of the CCF will be placed in a plastic bag and sealed. The driver will be provided a copy of the CCF. Collection site personnel shall arrange shipment of the specimens to the drug testing laboratory. Prior to shipment, the specimens shall be maintained in a secure receptacle or area of the collection facility. If the driver refuses to cooperate during the collection process, the collection site person will inform the Village of Lake in the Hills Designated Employer Representative (DER) and document the employee's conduct on the Drug Testing Custody and Control Form. Employees are expected to exercise good faith and cooperate during the collection process and failure to do so will subject the employee to discipline, up to and including termination, independent and regardless of the results of any subsequent drug test.

B. <u>Laboratory Analysis</u>

All urine specimens tested for drugs of abuse under this policy will be analyzed at a laboratory certified by the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA).

All specimens will be tested for the drug or drug classes listed in Section II using an immunoassay screen approved by the Food and Drug Administration (FDA). The immunoassay screen will use cut-off levels established by the DHHS and DOT to eliminate negative specimens from further consideration. Any presumptive positive test will be subject to confirmation analysis.

Any urine specimen identified as positive on the initial screen will be confirmed by gas chromatography/mass spectrometry (GC/MS) methodology. GC/MS analysis will use cut-off levels established by the DHHS and DOT for confirmation. Any specimen that does not contain drug or drug metabolites above the GC/MS confirmation cut-off levels will be reported by the laboratory as negative.

When appropriate, the laboratory may conduct analyses to determine if the specimen has been adulterated. Adulteration tests include but are not limited to specific gravity, creatinine, and pH. In addition, the laboratory may conduct additional analyses to identify or detect a specific adulterant added to the urine specimen. If the laboratory identifies an adulterant added to the specimen, the laboratory will report the specimen as adulterated. If the laboratory determines that the specimen is inconsistent with human urine, the laboratory will report the specimen as substituted. If the laboratory is unable to obtain a valid screening or confirmation analysis, the laboratory will report the specimen as Invalid. If the laboratory determines that the specimen's

specific gravity and creatinine are lower than the normal range, the laboratory will report the specimen as dilute.

The laboratory will report all test results to the Medical Review Officer (MRO) by confidential, secure electronic (not telephone) or hard copy transmission.

Negative specimens will be destroyed and discarded by the laboratory after results are reported to the MRO. Non-negative specimens (Positive, Adulterated, Substituted, Invalid) specimens will be retained in long-term frozen storage (-20 degrees C or less) for a minimum of one (1) year.

C. Medical Review Officer

All test results will be reported by the laboratory to a medical review officer (MRO). The MRO will be a licensed physician with knowledge of substance abuse disorders who is trained and certified in accordance with 49 CFR Part 40, subpart G. The MRO will review and consider possible alternative medical explanations for non-negative test results and will review the custody and control form to ensure that it is complete and accurate. The Village of Lake in the Hills will designate an MRO for its controlled substance testing program.

Prior to making a final test result for a positive, adulterated, or substituted specimen, the MRO will give the individual an opportunity to discuss the test result. The MRO will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If, after making and documenting three attempts to contact the individual directly, the MRO is unable to reach the individual, the MRO will contact the Village's Human Resources Coordinator who will direct the individual to contact the MRO as soon as possible. If, after making all reasonable efforts, the Village of Lake in the Hills is unable to contact the employee, the Village of Lake in the Hills will place the employee on temporary medically unqualified status or on a medical leave of absence.

The MRO may verify a test without having communicated directly with an individual about the results in three circumstances:

- 1. If the individual expressly declines the opportunity to discuss the test;
- 2. If the Village's Human Resources Coordinator has successfully made and documented a contact with the individual and instructed him/her to contact the MRO, and more than 72 hours have passed since the individual was successfully contacted; or
- 3. If neither the MRO nor employer has successfully contacted the employee after 10 days of reasonable effort.

In the test result verification process for an opiate positive, adulterated, or substituted result, the MRO may require that the employee submit to a medical examination by a Village of Lake in the Hills-designated physician. If the employee refuses to undergo the medical examination, the MRO will verify the test as positive or a refusal to test

If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO will report the test as negative. If the MRO determines that there is a legitimate physiologic explanation for the adulterated or substituted specimen finding, the MRO will report the result as a cancelled test.

If the MRO determines, that there is no medical explanation for a positive test result, the MRO will report the test as positive, and provide the name of drug(s) detected. If the MRO determines that there is no medical or physiologic explanation for the adulterated or substituted specimen, the MRO will report the result as refusal to test, and provide the adulteration or substitution criteria identified.

If the MRO determines that a specimen reported as invalid is due to medication interference or other legitimate medical circumstances, the MRO will cancel the test. If the MRO determines that there is no medical explanation for the specimen's invalidity, the MRO will cancel the test and inform the Village of Lake in the Hills that another specimen must immediately be collected under direct observation.

If the MRO reports a negative dilute specimen the Village of Lake in the Hills may require the individual to undergo another drug test. If the second test is also reported as negative dilute, that result will be the test of record]

The MRO will not disclose to any third party medical information provided by the individual to the MRO as part of the testing verification process, except as provided below:

- 1. The MRO will disclose such information to the Village of Lake in the Hills, Federal agency or a physician responsible for determining the medical qualification of the employee under an applicable DOT regulation, if in the MRO's reasonable judgment, the information could result in the employee being determined to be medically unqualified under a DOT rule; or
- 2. The MRO will disclose such information to the Village of Lake in the Hills, if in the MRO's reasonable medical judgment, the information indicates that continued performance by the employee of his or her safety-sensitive function could pose a significant safety risk.

Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information will be disclosed to third parties as provided above and of the identity of any parties to whom the information may be disclosed.

The MRO will notify each individual who has a verified positive, adulterated, or substituted result that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. The split specimen testing will be at the employee's expense.

If an employee has not contacted the MRO within 72 hours, the employee may present the

MRO with information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or fails to reconfirm the adulteration or substitution finding, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee. If the split specimen is unavailable or unsuitable for reconfirmation, the MRO will cancel the test and inform the Village of Lake in the Hills that another specimen must be immediately recollected under direct observation.

VIII. CONFIDENTIALITY AND RECORDKEEPING

A. Confidentiality

The Village of Lake in the Hills will maintain all records generated under this policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by federal regulation or law. In addition, the Village of Lake in the Hills's contract with its designated service agents requires them to maintain all employee test records in confidence.

However, the Village of Lake in the Hills may disclose information required to be maintained under this policy to the employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.) The Village of Lake in the Hills may be required to release information to a DOT agency or other Federal agency as required by applicable law or Federal regulation.

B. Access to Facilities and Records

Upon written request by any covered employee, the Village of Lake in the Hills will promptly provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The Village of Lake in the Hills will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 382 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any

of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board (NTSB) as part of an accident investigation, the Village of Lake in the Hills will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

IX. EMPLOYEE ASSISTANCE PROGRAM/SUBSTANCE ABUSE PROFESSIONAL

A. Employee Education

The Village of Lake in the Hills will provide employees subject to this policy with education materials explaining the requirements of the Federal Motor Carrier Safety Administration drug and alcohol regulations and the Village of Lake in the Hills policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee assistance program and/or referral to management. This information will include the following:

- 1. Display and distribution of informational material
- 2. Display and distribution of a community service hotline telephone number or employee assistance program.

Copies of the above materials and this policy will be distributed to each employee hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The Village of Lake in the Hills will retain the original of the signed certificate and will provide a copy to the employee, if requested. The Village of Lake in the Hills will also provide written notice to representatives of employee organizations as to the availability of this information, if applicable.

B. <u>Supervisory Training</u>

Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and prohibited drug use.

C. Substance Abuse Professional (SAP) Referral, Evaluation and Treatment

1. Available Resources

Any employee who engages in conduct prohibited by this policy will be provided with information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

2. Substance Abuse Evaluation

Although an employee's employment with the Village of Lake in the Hills may be terminated for a violation of this policy, employees will be advised to undergo an evaluation by an appropriate substance abuse professional, who will determine what assistance the employee needs in resolving problems associated with alcohol misuse and/or prohibited drug use. This requirement will apply regardless of whether such conduct is discovered as a result of a drug or alcohol test, independent employer knowledge or a voluntary admission by the employee.

3. Substance Abuse Professional (SAP)

For purposes of this policy, a substance abuse professional (SAP) is defined as a licensed physician (M.D. or D.O.), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by NAADAC or ICRC) who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAP's role is to evaluate the employee's need for assistance in resolving problems related to alcohol or drug abuse, determine if the employee has complied with the recommended treatment or rehabilitation, and to determine a program of follow-up testing as appropriate.

X. DISCIPLINE

In addition to the removal from safety-sensitive functions required by Federal Motor Carrier Safety Administration Regulations, the Village will take the following disciplinary action against any individual who violates this policy.

A. <u>Applicants</u>

An individual who tests positive on a pre-employment drug test will not be hired for a covered function position. Any individual who adulterates or substitutes a specimen provided for a pre-employment drug test will not be hired for a covered function position.

B. Employees

Any employee who tests positive for a prohibited drug or for alcohol with a concentration level

of 0.04 or greater will be terminated from employment with the Village of Lake in the Hills.

Any employee who engages in any conduct that constitutes a refusal to submit to a drug or alcohol test required under this policy will be terminated from employment with the Village of Lake in the Hills.

Any employee whose alcohol test result is 0.02-0.039 alcohol concentration will be removed from duty for at least 24 hours or until his/her next regularly scheduled shift, whichever is longer. All time removed from duty will be without pay. Any employee who tests 0.02-0.039 alcohol concentration on more than one occasion will be terminated from employment with the Village of Lake in the Hills.

XI. RECORDKEEPING AND REPORTING

A. <u>Retention of Records</u>

The Village of Lake in the Hills will maintain records relating to this policy as outlined in 49 CFR Parts 40 and 382. These records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

B. Management Information System Reporting

When required by the FMCSA, the Village of Lake in the Hills will prepare and submit an annual statistical report, in the format prescribed by the FMCSA, detailing the Village of Lake in the Hills' controlled substances and alcohol testing program activity.

ATTACHMENT A

VILLAGE OF LAKE IN THE HILLS

AUTHORIZATION FOR THE RELEASE OF DRUG AND ALCOHOL TESTING

INFORMATION

Prior Employer:	Driver:
Address:	Date of Birth://
	Soc. Sec. No.:
	Dates of Employment:

Telephone: () _____

In accordance with 49 CFR Part 40, §40.25 you are hereby authorized and requested to release to the Village of Lake in the Hills (Employer) at 600 Harvest Gate, Lake in the Hills, IL 60156 information on any alcohol tests with concentration results of 0.04 or greater, verified positive controlled substance test results, refusals to be tested, and/or any other violations of DOT drug and alcohol testing regulations within two years preceding the date of this request. I further authorize and request your to release any information in your possession concerning my evaluation by a substance abuse professional, the identity of that substance abuse professional, my participation in any treatment or rehabilitation recommended by the substance abuse professional and the results of any return-to-duty or follow-up drug and/or alcohol tests within the two years preceding this request.

A photocopy of this release shall be valid as the original. This authorization shall be valid for one year from the date of signing hereof.

Date:	Driver Signature:	
	To Be Completed By Prior Employe	r
DOT DRUG AND ALCOH	OL TESTING VIOLATIONS	
Driver has no violations of a	DOT drug and alcohol testing regulation:	
Controlled Substance: Alcohol: Refusal to be tested:	<pre> positive alcohol concentration >0.04 (adulterated, substituted, etc.)</pre>	Date: Date: Date:
SUBSTANCE ABUSE PRO	DFESSIONAL INFORMATION:	
No Substance Abuse Profess Name of Substance Abuse	sional information available	

Professional_____

Address:				
Date of Initial evaluation:				
Recommendation:				
Return-to-duty evaluation:	yes	no	Date:	
SAP determination:	compliance	non-com	pliance	
Return-to-duty test results:	negative	positive		
Follow-up testing program:	-	_		

ATTACHMENT B VILLAGE OF LAKE IN THE HILLS POST-ACCIDENT TESTING INSTRUCTIONS

Any driver involved in an accident while operating a commercial motor vehicle on a public road will be required to submit to tests for alcohol and controlled substances as soon as practicable following the incident, if:

- 1. The driver was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or
- 2. The driver received a citation for a moving traffic violation arising from the accident and the accident involves:
 - a. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b. One or more motor vehicles incur *disabling damage*¹ as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Unless otherwise required by the Village of Lake in the Hills, post-accident drug and alcohol tests will not be required for occurrences involving only boarding or alighting from a stationary motor vehicle or the loading or unloading of cargo. In order to ensure that the above requirements are met, in the event of <u>any</u> accident, all drivers are required to take the following actions:

- Protect the area
- Notify the Police Department (contact 911)
- Assist the injured
- Notify your supervisor

These procedures do not require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

DRIVERS ARE STRICTLY PROHIBITED FROM USING ALCOHOL FOR EIGHT HOURS FOLLOWING AN ACCIDENT, OR UNTIL THE POST-ACCIDENT TESTING REQUIREMENTS ARE CARRIED OUT, WHICHEVER OCCURS FIRST.

FAILURE OR REFUSAL TO FOLLOW THESE INSTRUCTIONS, INCLUDING THE USE OF ALCOHOL PRIOR TO THE REQUIRED POST-ACCIDENT ALCOHOL TEST, WILL BE CONSIDERED A REFUSAL TO SUBMIT TO A TEST AND RESULT IN DISCIPLINE UP TO AND INCLUDING TERMINATION.

¹ "Disabling damage" means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. "Disabling damage" does not include:

a. Damage which can be remedied temporarily at the scene of the accident without special tools or parts

b. Tire disablement without other damage even if no spare tire is available.

c. Headlight or taillight damage.

d. Damage to turn signals, horn, or windshield wipers, which make them inoperative.

ATTACHMENT C VILLAGE OF LAKE IN THE HILLS SUPERVISOR'S REPORT OF REASONABLE SUSPICION

Employee: Date: _____ Location: Time: _____ _____

OBSERVATIONS

Breath (Odor of Alcoholic Beverage):		Beverage): ()	Strong () Faint	() Moderate	() None	
•	Eyes () Bloodshot () G () Heavy Eyelids () Fi			· / ·	() Clear	
() Fair		() Slurred ()]	 () Stuttered () Thick-Tongued () Accent () Mumbled () Slurred () Mush Mouthed () Good () Not Understandable () Other 			
Attitude	() Excited() Insulting() Profane	 () Combative () 1 () Care-Free () Polite 	Hilarious () Indiffe () Cocky (() Other		ooperative	
Unusual Action	() Hiccough () Laughing	ing () Belchin () Other	g () Vomiting	() Fighting	() Crying	
Balance	() Needs Su	pport () Falling	() Wobbling	() Swaying	() Other	
Walking	() Falling	() Staggering	() Stumbling	() Swaying	() Other	
Turning	() Falling() Other	() Staggering	() Stumbling	() Swaying	() Hesitant	

Indicate any other unusual actions, statements or observations:

Signs of complaints of illness or injury: _____

Safety-sensitive function: () Yes () No Describe: _____

SUPERVIS	SOR'S OPINIO	JN	
Apparent effects of alcohol/drug use: () None	() Slight	() Obvious () Extreme	
Additional Comments:			
Supervisor:	Witn	esses:	
Signature:	(opti	ional)	
Date:			
Time:			

SUPERVISOR'S OPINION

ATTACHMENT D VILLAGE OF LAKE IN THE HILLS CERTIFICATION OF RECEIPT OF POLICY and DRUG AND ALCOHOL AWARENESS INFORMATION

I, ______, hereby certify that I have been provided with copies of the Village of Lake in the Hills' Drug and Alcohol Abuse Policy, including the requirements for compliance with 49 CFR Part 382. I have also received drug and alcohol abuse awareness information, including resources available for evaluation and treatment of substance abuse problems.

Eı
F

Employee: _____

APPENDIX C

POSITION DESCRIPTIONS

Position Description

Fund:	General	Department:	Public Works
Position Title:	Crew Leader	Division:	Public Properties and Streets
Date:	October 12, 2004	FLSA:	Ν
Revised:	March 26, 2015	Reports To:	Public Properties or Street Superintendent

Purpose of Position

This position serves as a skilled lead worker in construction, maintenance, and repair work of Village streets and public properties. Exercises functional and technical supervision over assigned departmental employees. Position reports to the Street or Public Properties Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to: drills, power saws, ballfield prep machines, shovels, rakes, push mowers, riding mowers, string trimmers, wheel barrows, tampers, rototillers, compressors, chippers, jackhammers, backhoes, loaders, tractors; pouring and shoveling asphalt, concrete, gravel, dirt, sand, hot and cold patch, crack filling; drive one of a variety of light to medium duty vehicles on a daily basis; receives training in the operation and care of vehicles and equipment.

Assists in the inspection of newly developed areas with or without an engineer.

Prepares various reports on operations and activities.

Assists in the planning, prioritizing, and assigning of work to staff within areas of responsibility.

Plans, recommends and provides operational and safety instruction to division staff.

Assists with the development of the division budget; makes recommendation on staffing, equipment, materials and supplies.

Supervises the use of and operates construction equipment and power tools, maintain hand tools and assigned equipment, performs preventive maintenance on equipment to correct deficiencies and extend the useful life of the equipment.

Monitors street, building and grounds maintenance and construction work performed by private contractors.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations.

Oversees and assists with operations including snow and ice control; street cleaning and repair, cleaning of storm sewers, landscaping, sign installation and maintenance, general carpentry, equipment and facility maintenance.

Excavates for repairs and backfills area when job is completed.

Verifies the work of assigned employees for accuracy, proper work methods, and techniques.

Attends and participates in professional organization meetings.

Performs plan review and provides recommendations.

Identifies and recommends improved work methods and procedures to accomplish work assignments as necessary.

Utilizes and ensures proper safety precautions related to all work performed and adheres to all departmental and Village safety procedures. Advises supervisor of hazards and corrective actions.

Responds to public inquiries in a courteous manner and provides information within the area of assignment.

Resolves complaints in an efficient and timely manner.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs repairs to curbing, storm sewers, and sidewalks.

Operates necessary equipment for ice and snow events.

Performs maintenance and inspection of the storm water system, Village facilities and property, and equipment.

Maintains mechanical/electrical systems and equipment including HVAC systems, elevators, and other facility hardware within the limits of their knowledge.

Installs street signs, striping streets and parking lots.

Moves furniture, paints public facilities, mows Village property, conducts weed control, and cleans facilities, etc.

Assists in the removal of trash from parks, right of ways, detentions, open spaces, etc.

Performs other landscaping tasks as appropriate.

Mixes and applies pesticides as assigned.

Performs any other duties as directed by the Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, with five years public works experience or related field or any equivalent combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. Basic computer knowledge including familiarity with word processing and spreadsheet programs (training provided, as needed). Must possess or obtain in a timely fashion an Illinois Class 'B' commercial driver's license with air brakes endorsement. Must possess or obtain within six months of employment an applicable Illinois Public Pesticide Applicator's License.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Ability to utilize a variety of reference, descriptive and advisory data and information including engineering plans, maps, plats, site plans, work safety regulations, high-tech manuals and educational curricula.

Ability to counsel, mediate and provide first line supervision.

Mathematical Ability

Ability to determine area, volume and basic Algebra.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to utilize a variety of manual and power equipment.

Knowledge of operating, maintenance requirements and safety precautions in using heavy equipment.

Ability to safely handle, mix and apply pesticides and other chemicals.

Ability to work independently and complete daily activities according to work schedule, needing little supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read and write reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Ability to recognize and identify similarities or differences between characteristics of colors, shapes, sounds, and textures associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

Position Description

Fund:	General	Department:	Public Works
Position Title:	Mechanic	Division:	Streets
Date:	May 1, 2000	FLSA:	Ν
Revised:	March 26, 2015	Reports To:	Street Superintendent

Purpose of Position

This is a skilled and technical position and is responsible for the repair and maintenance of all Villageowned vehicles and equipment. May exercise functional and technical supervision over assigned departmental employees. This position reports to the Street Superintendent.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Inspects, diagnoses, and locates mechanical difficulties on Village automobiles, trucks, and a variety of diesel, gasoline, and propane powered maintenance and construction equipment.

Determines extent of necessary repairs; replaces and repairs faulty or damaged parts; determines repairs beyond the shop's capabilities.

Diagnoses, maintains, and repairs DC electrical system components, ignition systems, computers, alternators, starters, and batteries.

Diagnoses and repairs front and rear axles, drive train components, belts, gears, chain drives, and propeller shafts.

Replaces or repairs faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.

Overhauls, repairs, and adjusts engines, transmissions, differentials, and clutches.

Tunes up engines by replacing ignition parts and reconditioning and adjusting carburetors, throttle body, port fuel injection systems, and propane fuel systems.

Repairs, adjusts and replaces brake systems including wheel cylinders, master's cylinders, disc pads, hydraulic and air brakes.

Welds, fabricates and assembles parts and equipment for Village vehicles and equipment; fabricate, modify and repair body, plows, equipment, and chassis parts.

Repairs and maintains salt and plowing equipment to ensure proper working order for winter season.

Repairs and maintains small engines including lawn mowers, chain saws, weed eaters, and trimmers; insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations.

Utilizes proper safety precautions related to all work performed and adheres to all departmental and Village safety policies. Advises supervisor of hazards and corrective actions.

Identifies and recommends improved work methods and procedures to accomplish work assignments as necessary.

Responds to after-hours callbacks; prepares for and confront emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Maintains cleanliness of work shop/ office area, and tool room.

Maintains, troubleshoots, and assists with the management of the fuel storage, dispensing, and monitoring equipment.

Operates necessary equipment for ice and snow events.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to; drills, power saws, shovels, rakes, wheel barrows, tampers, compressors, chippers, backhoes, loader, tractors; pouring and shoveling asphalt, concrete, gravel, hot and cold patch, sand, dirt, drive one of a variety of light to medium duty vehicles on a daily basis; receives training in the operation and care of vehicles and equipment.

Performs any other duties as directed by the Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with five years experience in automotive and equipment repair experience or any combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. Must possess current certification from "ASE" or and equivalent organization in applicable repair and service fields. Must possess or obtain in a timely fashion an Illinois Class 'B' Commercial Drivers License with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Ability to utilize a variety of reference, descriptive and advisory data and information including work safety regulations, high-tech manuals and educational curricula.

Ability to counsel and mediate, and/or provide first line supervision.

Ability to persuade, convince, and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.

Mathematical Ability

Ability to calculate percentages, fractions, decimals, volumes, ratios and present values.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to work independently and complete daily activities according to work schedule, needing little supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation, maintenance, and repair of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping,

bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read and write reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Ability to frequently lift and/or move up to 50lbs and occasionally lift and/or move up to 100lbs.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

Position Description

Fund:	General	Department:	Public Works
Position Title:	Lead Mechanic	Division:	Streets
Date:	February 24, 2023	FLSA:	Ν
Revised:		Reports To:	Street Superintendent

Purpose of Position

This is a skilled and technical position and is responsible for the repair and maintenance of all Villageowned vehicles and equipment. May exercise functional and technical supervision over assigned departmental employees. This position reports to the Street Superintendent.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Plans, schedules, prioritizes, assigns, and monitors daily work activities to assigned staff members.

Plans, recommends, and provides operational and safety instruction to assigned staff.

Coordinates activities with vendors to ensure timely, cost-effective, and complete repairs are performed.

Assists the Superintendent in the identification, justification, and development of budget requests for fleet resources.

Assists the Superintendent in the preparation of specifications for fleet commodities and contracts.

Inspects, diagnoses, and locates mechanical difficulties on Village automobiles, trucks, and a variety of diesel, gasoline, and propane powered maintenance and construction equipment.

Determines extent of necessary repairs; replaces and repairs faulty or damaged parts; determines repairs beyond the shop's capabilities.

Diagnoses, maintains, and repairs DC electrical system components, ignition systems, computers, alternators, starters, and batteries.

Diagnoses and repairs front and rear axles, drive train components, belts, gears, chain drives, and propeller shafts.

Replaces or repairs faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.

Overhauls, repairs, and adjusts engines, transmissions, differentials, and clutches.

Tunes up engines by replacing ignition parts and reconditioning and adjusting carburetors, throttle body, port fuel injection systems, and propane fuel systems.

Repairs, adjusts and replaces brake systems including wheel cylinders, master's cylinders, disc pads, hydraulic and air brakes.

Welds, fabricates and assembles parts and equipment for Village vehicles and equipment; fabricate, modify and repair body, plows, equipment, and chassis parts.

Repairs and maintains salt and plowing equipment to ensure proper working order for winter season.

Repairs and maintains small engines including lawn mowers, chain saws, weed eaters, and trimmers; insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations.

Utilizes proper safety precautions related to all work performed and adheres to all departmental and Village safety policies. Advises supervisor of hazards and corrective actions.

Identifies and recommends improved work methods and procedures to accomplish work assignments as necessary.

Responds to after-hours callbacks; prepares for and confront emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Maintains cleanliness of work shop/ office area, and tool room.

Maintains, troubleshoots, and assists with the management of the fuel storage, dispensing, and monitoring equipment.

Operates necessary equipment for ice and snow events.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to; drills, power saws, shovels, rakes, wheel barrows, tampers, compressors, chippers, backhoes, loader, tractors; pouring and shoveling asphalt, concrete, gravel, hot and cold patch, sand, dirt, drive one of a variety of light to medium duty vehicles on a daily basis; receives training in the operation and care of vehicles and equipment.

Performs any other duties as directed by the Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with five years experience in automotive and equipment repair experience or any combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. Must possess current certification from "ASE" or and equivalent organization in applicable repair and service fields. Must possess or obtain in a timely fashion an Illinois Class 'B' Commercial Drivers License with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Ability to utilize a variety of reference, descriptive and advisory data and information including work safety regulations, high-tech manuals and educational curricula.

Ability to counsel and mediate, and/or provide first line supervision.

Ability to persuade, convince, and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.

Mathematical Ability

Ability to calculate percentages, fractions, decimals, volumes, ratios and present values.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to work independently and complete daily activities according to work schedule, needing little supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation, maintenance, and repair of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read and write reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Ability to frequently lift and/or move up to 50lbs and occasionally lift and/or move up to 100lbs.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

VILLAGE OF LAKE IN THE HILLS Position Description

Fund:	General	Department:	Public Works
Position Title:	General Utility Worker II	Division:	Public Properties and Streets
Date:	March 20, 2002	FLSA:	Ν
Revised:	March 26, 2015	Reports To:	Public Properties or Streets Superintendent

Purpose of Position

This position provides skilled assistance with the day-to-day maintenance and repair of Village infrastructure including streets, right-of-ways, the airport, parks, and other public properties. May exercise technical and functional supervision over assigned departmental employees. This position reports to the Public Properties or Street Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to: drills, power saws, ballfield prep machines, shovels, rakes, push mowers, riding mowers, string trimmers, wheel barrows, tampers, rototillers, compressors, chippers, jackhammers, backhoes, loaders, tractors; pouring and shoveling asphalt, concrete, gravel, dirt, sand, hot and cold patch, crack filling; drive one of a variety of light to medium duty vehicles on a daily basis; receives training in the operation and care of vehicles and equipment.

Assists with repairs to curbing, storm sewers and sidewalks.

Maintains and inspects storm sewers.

Maintains and inspects manholes, river/creeks, lakes, dams, parks, and other related areas; repair yards and fences; replace or repair catch basins, culverts, parks equipment and retaining walls.

Installs street signs, stripping streets and parking lots.

Removes trash from parks, right of ways detentions, open spaces, etc.

Shovels and spreads asphalt and asphalt base in patching, repairing, and reconstructing streets; cleans and fills road cracks with sealing material.

Operates a street sweeper cleaning Village streets, and gutters along assigned routes; prepares reports regarding completed routes and activities.

Uses concrete cutting and breaking equipment; pours and assists in finishing concrete and masonry work; constructs concrete forms and performs rough carpentry work.

Trims trees along parkway; rake, vacuum, and load fallen leaves into trucks; performs brush pickup and cleanup duties caused by storm damage; transports to landfill sites; chips brush as necessary.

Maintains and repairs mechanical/electrical/structural systems and equipment including HVAC systems, elevators, and other facility hardware within the limits of their knowledge.

Excavates for repairs and backfills area when job is completed.

Utilizes proper safety precautions related to all work performed and adheres to all departmental and Village safety policies. Advises supervisor of hazards and corrective actions.

Responds to public inquiries in a courteous manner and provides information within the area of assignment. Resolves complaints in an efficient and timely manner.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Monitors street, building and grounds maintenance and construction work performed by private contractors.

Operates necessary equipment for ice and snow events.

Installs street barricades and cones prior to the performance of street repair activities; direct and control traffic around work sites.

Performs other landscaping tasks as appropriate.

Mixes and applies pesticides as assigned.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations.

Moves furniture, paints public facilities, mows Village property, conducts weed control, cleans facilities, etc.

Performs any other duties as directed by the Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, with three years public works experience or related field or any equivalent combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. Must possess or obtain in a timely fashion an Illinois Class 'B' commercial driver's license with air brakes endorsement. Must possess or obtain within six months of employment an applicable Illinois Public Pesticide Applicator's License. Personnel hired into this position before January 1, 2012 are not required to obtain a Pesticide Applicator's License.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate verbally and in writing.

Ability to convey instructions.

Ability to counsel, mediate and provide first line supervision.

Mathematical Ability

Ability to add, subtract, multiply and divide.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to deal with problems involving a few variables in standardized situations.

Ability to utilize a variety of manual and power equipment.

Ability to safely handle, mix and apply pesticides and other chemicals.

Ability to work independently and complete daily activities according to work schedule, needing little supervision.

Ability to make routine decisions in accordance with ordinances, regulations, established policies, and department procedures.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read and write reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials.

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

Position Description

Fund:	General	Department:	Public Works
Position Title:	General Utility Worker I	Division:	Public Properties and Streets
Date:	March 20, 2002	FLSA:	Ν
Revised:	March 26, 2015	Reports To:	Public Properties or Street Superintendent

Purpose of Position

This position performs semi-skilled to skilled assistance with the day-to-day maintenance and repair of Village infrastructure including streets, right-of-ways, the airport, parks, and other public properties. This position reports to the Public Properties or Street Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to: drills, power saws, ballfield prep machines, shovels, rakes, push mowers, riding mowers, string trimmers, wheel barrows, tampers, rototillers, compressors, chippers, jackhammers, backhoes, loaders, tractors; pouring and shoveling asphalt, concrete, gravel, dirt, sand, hot and cold patch, crack filling; drive one of a variety of light to medium duty vehicles on a daily basis; receives training in the operation and care of vehicles and equipment.

Assists with the repairs to curbing, storm sewers, and sidewalks.

Assists with the maintenance and inspection of storm sewers.

Maintains and inspects manholes, river/creeks, lakes, dams, parks, and other related areas; repair yards and fences; replace or repair catch basins, culverts, parks equipment and retaining walls.

Assists with installation of street signs, striping streets and parking lots.

Assists in the removal of trash from parks, right of ways detentions, open spaces, etc.

Shovels and spreads asphalt and asphalt base in patching, repairing, and reconstructing streets; cleans and fills road cracks with sealing material.

Operates a street sweeper cleaning Village streets, and gutters along assigned routes; prepare reports regarding completed routes and activities.

Uses concrete cutting and breaking equipment; pours and assists in finishing concrete and masonry work; constructs concrete forms and performs rough carpentry work.

Trims trees along parkway; rake, vacuum, and load fallen leaves into trucks; performs brush pickup and cleanup duties caused by storm damage; transports to landfill sites; chips brush as necessary.

Maintains and repairs mechanical/electrical/structural systems and equipment including HVAC systems, elevators, and other facility hardware_within the limits of their knowledge.

Utilizes proper safety precautions related to all work performed and adheres to all departmental and Village safety policies. Advises supervisor of hazards and corrective actions.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Operates necessary equipment for ice and snow events.

Installs street barricades and cones prior to the performance of street repair activities; directs and controls traffic around work sites.

Performs other landscaping tasks as appropriate.

Maintains an inventory of material.

Moves furniture, paints public facilities, mows Village property, conducts weed control, and cleans facilities, etc.

Performs any other duties as directed by the Superintendent or designee

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, with one year public works experience or related field or any equivalent combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. Must possess or obtain in a timely fashion an Illinois Class 'B' commercial driver's license with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Mathematical Ability

Ability to add, subtract, multiply and divide.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to utilize a variety of manual and power equipment.

Ability to work independently and complete daily activities according to work schedules, needing little supervision.

Ability to make routine decisions in accordance with ordinances, regulations, established policies, and department procedures.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read and write reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

Position Description

Fund: Gene	eral l	Department:	Public Works
Position Title: Labo	orer]	Division:	All
Date: Janu	ary 1, 2012	FLSA:	Ν
Revised: Marc	ch 26, 2015	Reports To:	Superintendent

Purpose of Position

This position assists in the semi-skilled tasks related to the day-to-day maintenance and repair of Village infrastructure including streets, right-of-ways, the airport, parks and other public properties. This position reports to the Public Properties or Street Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to: drills, power saws, shovels, rakes, mowers, string trimmers, wheel barrows, tampers, rototillers, compressors, chippers, jackhammers, and tractors. Drives a variety of light to medium duty vehicles on a daily basis and receives training in the operation and care of vehicles and equipment.

Assists with the repair of curbing, pavements, and sidewalks. Assists with the maintenance, repair, and replacement of culverts, storm drains, and cleans storm sewers. Assists with installation of street signs and the striping of streets and parking lots.

Performs general landscaping work including mowing, trimming, weeding, mulching, and planting. Performs brush pickup; chips brush; and transports to landfill sites.

Assists in the maintenance of parks and other public facilities. Removes trash from parks, right of ways, and other public spaces. Prepares and paints surfaces both interior and exterior. Cleans facilities including offices, shops, and bathrooms.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Ensures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.

Utilizes proper safety precautions related to all work performed and adheres to all departmental and Village safety policies. Advises supervisor of hazards and corrective actions.

Performs any other duties as directed by the Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, with one-year public works experience or related field or any equivalent combination of education and experience that provides equivalent knowledge, skills, and abilities will be considered. Must possess or obtain in a timely fashion an Illinois Class 'C' driver's license.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate orally and to read and understand use, operation, and maintenance instructions provided by manufacturers.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to utilize a variety of manual and power equipment.

Ability to work independently and complete daily activities according to work schedules, needing little supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

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Employee's Signature

Supervisor's Signature

Date

Date

Position Description

Fund:	Water	Department:	Public Works
Position Title:	Water Operator II	Division:	Water
Date:	March 20, 2002	FLSA:	Ν
Revised:	March 26, 2015	Reports To:	Water Superintendent

Purpose of Position

This position serves as a skilled lead worker performing technical and skilled work in all phases of operations and maintenance and repair of the potable water system. Exercises technical and functional supervision over assigned departmental employees. This position reports to the Water Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Plans, prioritizes, performs and assigns the daily inspection, testing, record keeping, repair and maintenance of wells, water towers, distribution and treatment facilities.

Performs and directs the collection, analyses, and record keeping of a variety of data concerning the water system operations including pumping data, chemical feed rates and water samples; make necessary changes based upon analyses of the data.

Plans, develops and implements a regular maintenance program to test and monitor the Village water supply and distribution system.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations on treatment and storage facilities

Recommends and assists in the implementation of goals and objectives; establishes schedules; implement policies and procedures.

Performs plan review and provides recommendations.

Assists in the inspection of newly developed areas with or without engineer.

Oversees and coordinates construction project activities with engineers and contractors.

Diagnoses problems, repairs, replaces and maintains equipment on wells, SCADA, treatment facilities and pump stations.

Assists with the development of the division budget; makes recommendation on staffing, equipment, materials and supplies.

Prepares various reports on operations and activities.

Plans, recommends and provides operational instruction and safety training for division staff.

Attends and participates in professional organization meetings.

Identifies and recommends improved work methods and procedures to accomplish work assignments as necessary.

Utilizes and ensures proper safety precautions related to all work performed and adheres to all departmental and Village safety procedures. Advises supervisor of hazards and corrective actions.

Responds to and resolves resident inquiries and complaints; investigates distribution system and water quality problems.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Operates necessary equipment for ice and snow events.

Performs any other duties as directed by the Water Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with five years of increasingly responsible experience in the operation and maintenance of water distribution and production systems including two years of supervisory responsibility or any equivalent combination of education and experience will be considered. Basic computer knowledge including familiarity with SCADA systems, word processing,

and spreadsheet programs (training provided, as needed). Must possess a valid Illinois Class "B" Water License. Must possess, or obtain in a timely fashion, an Illinois Class "B" commercial driver's license with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Ability to utilize a variety of reference, descriptive and advisory data and information including engineering plans, maps, plats, site plans, work safety regulations, high-tech manuals and educational curricula.

Ability to counsel, mediate and provide first line supervision.

Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.

Mathematical Ability

Ability to calculate percentages, fractions and decimals.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Knowledge of the materials, methods and techniques commonly used in potable water distribution operations.

Knowledge of applicable I.E.P.A. regulations and requirements.

Ability to work independently and to complete daily activities according to work schedule, needing little supervision.

Ability to exercise the judgment, decisiveness, and creativity required in situations including making emergency repairs to water system, and handling irate individuals.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Ability to operate and perform repair tasks for extended periods of time under adverse conditions.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials.

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

Position Description

Fund:	Water	Department:	Public Works
Position Title:	Water Operator I	Division:	Water
Date:	May 20, 2002	FLSA:	Ν
Revised:	March 26, 2015	Reports To:	Water Superintendent

Purpose of Position

This position serves as a skilled lead worker performing skilled work, some technical, in the operations, maintenance, and repair of the potable water system. Exercises technical and functional supervision over assigned departmental employees. This position reports to the Water Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs the daily inspection, testing, record keeping, repair and maintenance of wells, water towers, distribution, and treatment facilities.

Performs and directs the collection, analyses and record keeping of a variety of data concerning the water system operations including pumping data, chemical feed rates and water samples; makes necessary changes based upon analyses of the data.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations on treatment and storage facilities

Oversees construction, pressure testing and chlorinating of water main and storage facilities and maintains records of such activities.

Verifies the work of assigned employees for accuracy, proper work methods, and techniques.

Assists in the inspection of newly developed areas with or without engineer.

Oversees and coordinates construction project activities with engineers and contractors.

Performs airline testing of wells and maintains records of such activities.

Performs the sampling and testing of water as required by the EPA and ensures the timely reporting to

same.

Diagnoses problems, repairs, replaces and maintains equipment on wells, SCADA, treatment facilities and pump stations.

Excavates for repairs and backfills area when job is completed.

Identifies and recommends improved work methods and procedures to accomplish work assignments as necessary.

Utilizes and ensures proper safety precautions related to all work performed and adheres to departmental and Village safety procedures. Advises supervisor of hazards and corrective actions.

Plans, recommends and provides operational instruction and safety training for division staff.

Attends and participates in professional organization meetings.

Performs plan review and provides recommendations.

Responds to and resolve resident inquires and complaints; investigates distribution system and water quality problems.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Performs water distribution repairs, replacement, installation and maintenance of equipment including water main, valves, fire hydrants, service lines and b-boxes.

Performs J.U.L.I.E. locates and maintains record of same.

Operates necessary equipment for ice and snow events.

Operates construction equipment and power tools such as dump truck, skidsteer, concrete saw, sewer rodder, and mower; maintain hand tools and assigned equipment.

Performs any other duties as directed by the Water Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with five years of increasingly responsible experience in the operation and maintenance of water distribution and production systems. Must have possession of, or ability to obtain in a timely fashion, a valid Illinois Class "B" Water License. Basic computer knowledge including familiarity with SCADA systems, word processing, and spreadsheet programs (training provided, as needed). Must possess or obtain in a timely fashion, an Illinois Class "B" commercial driver's license with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to analyze and categorize data and information using established criteria, to determine consequences and identify and select alternatives.

Ability to communicate verbally and in writing with other agency staff, co-workers, the general public and immediate supervisor.

Ability to counsel, mediate and provide first line supervision.

Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.

Mathematical Ability

Ability to calculate percentages, fractions and decimals.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Knowledge of the materials, methods, and techniques commonly used in potable water operations

Knowledge of applicable I.E.P.A. regulations and requirements.

Ability to work independently and to complete daily activities according to work schedule, needing little supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials.

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

Position Description

Fund:	Water	Department:	Public Works
Position Title:	General Utility Worker II	Division:	Water
Date:	October 12, 2007	FLSA:	Ν
Revised:	March 26, 2015	Reports To:	Water Superintendent

Purpose of Position

This position provides skilled work in performing maintenance, repair and operation on the water system and equipment. May exercise technical and functional supervision over assigned departmental employees. This position reports to the Water Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs the daily inspection, testing, record keeping, repair, and maintenance of wells, water towers, distribution, and treatment facilities.

Performs the hydrant maintenance program including flushing, painting, lubricating, flow testing, exercising and record maintenance of all hydrants.

Performs the valve maintenance program including mapping, exercising and record maintenance of all valves.

Performs J.U.L.I.E. locates and maintains record of same.

Performs the sampling and testing of water.

Records locations of service lines and water mains for mapping purposes.

Maintains appropriate inventory level of equipment, parts and supplies needed for scheduled and emergency situations on the water distribution system.

Excavates for repairs and backfills area when job is completed.

Utilizes and ensures proper safety precautions related to all work performed and adheres to all departmental and Village safety procedures. Advises supervisor of hazards and corrective actions.

Responds to and resolves resident inquiries and complaints; investigates distribution system and water quality problems.

Attends and participates in professional organization meetings.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Performs periodic inspection, testing, record keeping, repair, and maintenance of wells, water towers, and treatment facilities.

Monitors maintenance and construction work performed by private contractors.

Performs landscape maintenance and repairs.

Installs and repairs water meters and remote reading devices; completes related paper work.

Performs airline testing of wells; maintains records.

Inspects water meters, remote devices, and b-boxes at new construction sites; completes related paper work.

Installs sampling stations.

Performs snow and ice control duties as required.

Operates construction equipment and power tools such as dump truck, skidsteer, concrete saw, sewer rodder, and mower; maintain hand tools and assigned equipment.

Performs any other duties as directed by the Water Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with three years of increasingly responsible experience in the operation and maintenance of water distribution systems or any equivalent combination of education

and experience will be considered. Must possess, or obtain in a timely fashion, an Illinois Class "B" commercial driver's license with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Mathematical Ability

Ability to calculate percentages, fractions and decimals.

Judgment and Situational Reasoning Ability

Knowledge of the materials, methods, and techniques commonly used in potable water operations.

Knowledge of applicable I.E.P.A. regulations and requirements.

Ability to work independently and to complete daily activities according to work schedule, needing little supervision.

Ability to counsel, mediate and provide first line supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Ability to recognize and identify similarities or differences between characteristics of colors, shapes, sounds, and textures associated with job-related objects, materials, and tasks.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials.

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	Water	Department:	Public Works
Position Title:	General Utility Worker I	Division:	Water
Date:	March 20,2002	FLSA:	Ν
Revised:	March 26, 2015	Reports To:	Water Superintendent

Purpose of Position

This position performs semi-skilled to skilled work in the maintenance, repair, and operation on the water system and equipment. Position reports to the Water Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Installs and repairs water meters and remote reading devices; completes related paper work.

Inspects water meters, remote reading devices and b-boxes at new construction sites; completes related paper work.

Performs meter reading program; re-read meters as necessary and collect final readings; complete related paper work.

Distributes shut-off posting for overdue accounts; performs shut-off as directed.

Performs the daily inspection, testing, record keeping, repair, and maintenance of wells, water towers, distribution, and treatment facilities.

Performs the hydrant maintenance program including flushing, painting, lubricating, flow testing, exercising and record maintenance of all hydrants.

Performs the valve maintenance program including mapping, exercising and record maintenance of all valves.

Performs J.U.L.I.E. locates and maintains record of same.

Performs building and grounds maintenance including cleaning, painting, light bulb replacement, mowing, weeding, trimming, planting and general housekeeping and general housekeeping.

Performs checks on generators, scheduled maintenance, and maintains records.

Performs landscape repairs.

Utilizes and ensures proper safety precautions related to all work performed and adheres to all departmental and Village safety procedures. Advises supervisor of hazards and corrective actions.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Performs landscape maintenance and repairs as they pertain to water distribution repairs

Performs snow and ice control duties as required.

Operates construction equipment and power tools such as dump truck, skidsteer, concrete saw, sewer rodder, and mower; maintain hand tools and assigned equipment.

Performs any other duties as directed by the Water Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with one year of experience in the operation and maintenance of water distribution systems or any equivalent combination of education and experience will be considered. Must possess, or obtain in a timely fashion, an Illinois Class "B" commercial driver's license with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Mathematical Ability

Ability to add, subtract, multiply and divide.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Knowledge of the materials, methods, and techniques commonly used in potable water operations.

Ability to work independently and to complete daily activities according to work schedule, needing little supervision.

Ability to make routine decisions in accordance with ordinances, regulations, established policies, and department procedures.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials that may be used to carry-out assigned duties.

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

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REQUEST FOR BOARD ACTION

MEETING DATE: June 20, 2023

DEPARTMENT: Public Works

SUBJECT: Airport Engineering Consultant Agreement

EXECUTIVE SUMMARY

The Federal Aviation Administration (FAA) requires that all Illinois airports receiving federal grants must perform a Qualification-Based Selection (QBS) process every five years through the Illinois Department of Transportation (IDOT) to select the consultant that will be advising the airport for the next five years. The last selection process for the Village's Airport was conducted in February of 2019; however, it did not include several capital projects such as the roof replacement on 8399 Pyott Road. Rather than pursue another selection process for a single project, staff chose to advertise another five-year retainer that would encompass all of the anticipated projects.

In accordance with FAA policy, IDOT posted the Village's consulting services need on its website in April. Two firms showed an interest in providing consulting services to the Village, but only one, Crawford, Murphy, and Tilly, Inc. (CMT), produced a response. With just one submittal, the need for a staff review team similar to the 2019 process was not justified.

CMT has been providing engineering services to Lake in the Hills Airport since 2012. They have over 75 years of experience in providing general aviation engineering services and have 72 clients retained with multi-year agreements. 20 full-time professionals are on staff among their 3 office locations in Northern Illinois. A five-year retainer agreement is attached for your review and approval. The agreement requires CMT to meet federal standards, and allows for termination with a 30-day notice.

CMT has served in a consulting capacity for the Village since 2012 and the Village has been satisfied with their performance.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Proposed Agreement

RECOMMENDED MOTION

Motion to approve a five-year agreement from June 23, 2023 until June 23, 2028 with Crawford, Murphy, and Tilly, Inc. for airport consulting services.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made at **Lake in the Hills**, Illinois, this <u>23rd</u> day of <u>June</u> in the year 20<u>23</u>, by and between the **Village of Lake in the Hills** (hereinafter referred to as the "Owner"), as Party of the First Part, and **Crawford**, **Murphy & Tilly**, **Inc.** (hereinafter referred to as the "Engineer"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of the public air navigation facilities known as the <u>Lake in the Hills Airport (3CK)</u> located in Latitude <u>42°12'25" N</u>, Longitude <u>88°19'23" W</u>, in <u>McHenry</u> County, State of Illinois; and

WHEREAS, the development program shall include projects described as:

- 1. Preparation of necessary applications and documentation for FAA / IDOT AIP grant funding
- Design and construction oversight services related to a roof replacement project planned for 8399 Pyott Road
- 3. Engineering services related to accepting dirt and clean fill on the airport's south side to bring the land up to grade
- 4. Reconstruct T-hangar taxiway pavements
- 5. Design and construction of west terminal apron phase 1
- 6. Rehabilitate Runway 8/26 Phase 4: Widen & construct runway overruns
- 7. Replace existing Automated Weather Observation System with AWOS III
- 8. Design and construction of new terminal entrance road to include demolition of existing building
- 9. Mill and overlay Taxiway A
- 10. Acquire Jet-A and 100LL fuel trucks
- 11. Rehabilitate T-hangar taxiway pavements
- 12. Construct replacement water service
- 13. Design and construction of perimeter fencing on the east side to include manual and electronic gates and access control.
- 14. Replace T-hangar roofs
- 15. Replace LED PAPIs and rehabilitate airport beacon tower

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois, is authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Division");

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with the aforesaid development project.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained including its preambles, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. <u>ENGINEERING SERVICES</u>

The Engineer agrees to furnish and perform the various professional engineering services required for the preparation of the above referenced construction projects as follows:

(A.) <u>The Planning Phase</u>

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the projects included in the above referenced development program.

- 2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the above referenced development program.
- 3. Furnish the Division and the Owner the required number of sets of completed and approved documents referenced in paragraph 2 above.
- 4. Render clarification of any of the items provided under paragraph 2 above, when and if such clarification is deemed necessary.
- (B.) <u>The Preliminary Phase</u>
 - 1. Office Engineering
 - a. Provide the Owner when requested, all elements required for the Preapplication for Federal Assistance ready for signature of the Owner and submittal to the Division.
 - b. Preparation of elementary sketches and supplementary sketches required to achieve State and/or Federal budgeting.
- (C.) <u>The Design, Special Services and Construction Phases</u>
 - 1. Upon completion of the programming and budgeting of all or any part of the above reference development program, the parties hereto agree to negotiate and execute an Agreement for Engineering Services covering the specifically defined parts of the above referenced development program, which are to be funded under a specific project. The Agreement(s) will cover the Design, Special Services and Construction Phases of the specific project.

II. CHARGES FOR ENGINEERING SERVICES

A. The Owner agrees to pay the Engineer for services rendered associated with the development of the **Lake in the Hills Airport** as compensation for rendering the professional engineering services hereinabove described in Section I, Paragraphs A and B, based on the attached Schedule of Charges and the actual time expended in performing the services.

The invoices shall be submitted by the Engineer and shall detail the services performed, an employee number and classification of the person performing the service. If any services are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall be reimbursed at his actual cost for obtaining these services.

B. The Owner by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise); and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement, whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that all reproducible copies of the drawings, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.
- B. It is further mutually agreed by the parties hereto that the Engineer shall proceed to furnish engineering services on any part of the above referenced development program under the terms heretofore provided in this agreement, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other party of this agreement and to the partners, successors, executors, administrators and assigns for such other party to all covenants of this Agreement.
- D. This agreement expires upon final approval and acceptance of the completed project(s) covered by the projects included in the above referenced development program.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order NO. 11246, "Equal Employment Opportunity," as amended.
- F. The Engineer agrees that the Sponsor, the Division, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same.
- B. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest agrees as follows:
 - 1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by referenced and made a part of this contract.
 - 2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment

practices when the contract covers a program set forth in Appendix B of the Regulations.

- 3. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 4. In the event of the Engineer's noncompliance with the nondiscrimination provisions of the contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to -
 - (a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 5. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved, or is threatened with, litigation with the subcontractor or supplier as a result of such direction, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.
- C. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.
- D. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lake in the Hills, Illinois, this 23rd day of June, 2023.

ATTEST:

(SEAL)

Village of Lake in the Hills

36-6009195 (Federal Employee's Identification Number)

Village Clerk Printed Name & Title

ATTEST:

BY

NURP NURP OR PO OR PO SF (SEAL) BY Daniel L. Pape, PE, Aviation Group Manager Printed Name & Title

BY

Ray Bogdanowski, Village President Printed Name & Title

CRAWFORD, MURPHY & TILLY, INC. (Consultant Name)

37-0844662 (Federal Employee's Identification Number)

BY

Klonowski, PE Vice President Douglas Printed Name & Title

CERTIFICATION OF CAPACITY TO CONTRACT - ILLINOIS PURCHASING ACT ILLINOIS REVISED STATUTES - CHAPTER 127

132.11-1. Contracts with State Officers or Employees - Prohibition - Exceptions - Penalty

11.1 It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7-1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not more than \$2,500.

Amended by P.A. 79-779, 1, eff. October 1, 1975.

Amended by P.A. 82-622, 16, eff. January 1, 1982.

CERTIFICATION OF CAPACITY TO CONTRACT

Section 11.1 of the Illinois Purchasing Act (Illinois Revised Statutes, Chapter 127, Paragraph 132.11-1), a copy of which is attached, prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in Section 11.1 or to subcontracts. (1976 Op. Atty. Gen. No. S-1281).

(Corporation)

The undersigned, being the duly authorized representative of <u>Crawford, Murphy and Tilly, Inc.</u>, a corporation, hereby certify that they have read Section 11.1 of the Illinois Purchasing Act and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7-1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

<u>23rd</u>day of <u>June</u>, AD, 20<u>23</u>

Corporate Seal



Crawford, Murphy & Tilly, Inc. Corporation

BY

Douglas J. Klonowski, PE, Vice President Printed Name & Title

CERTIFICATION OF ENGINEER

I hereby certify that I am the <u>Vice President</u> and duly authorized representative of the firm <u>Crawford, Murphy & Tilly, Inc.</u>, whose address is <u>2750 W. Washington Street, Springfield, Illinois</u>, and that neither I, nor the above firm I here represent, has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution of page 8 that:

(a) it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

(b) it is not barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Date: June 23, 2023

Crawford, Murphy & Tilly, Inc.

Bv:

glas J. Klonowski, PE, Vice President

ATTACHMENT A

2023 Schedule of Hourly Charges – Crawford, Murphy and Tilly, Inc.

Classification	Regular Rate
Principal	\$ 275
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II	\$ 265
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 230
Sr. Structural Engineer II Sr. Architect II	\$ 215
Sr. Technician II	\$ 190
Aerial Mapping Specialist	\$ 185
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 185
Technical Manager II Environmental Scientist III	\$ 170
Sr. Technician I	\$ 165
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 165
Environmental Scientist II Technician II	\$ 140
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 120
Administrative/Accounting Assistant	\$ 80

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2024.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost.

For Services provided under Section I, Paragraph C:

In consultation with the Owner and Illinois Department of Transportation – Division of Aeronautics (IDA), an Agreement for Engineering Services covering the specifically defined parts of the development program which are being funded under a programmed project will be developed utilizing IDA's Standard form of agreement and presented for review and execution. The Agreement(s) will cover Design Phase Engineering, Special Services Phase Engineering and/or Construction Phase Engineering Services of the specific project, as appropriate.

ATTACHMENT A (CONT.)

CRAWFORD, MURPHY AND TILLY, INC. STANDARD DIRECT COST RATES January 1, 2023

ITEM	COST / ITEM
Subsistence:	
Per Diem	\$45.00
Quarter Day (Breakfast)	\$10.00
Quarter Day (Supper)	\$32.00
Metropolitan Area (per diem)	per <u>www.gsa.gov/perdiem</u> .
Lodging (at cost plus taxes)	at actual cost
Transportation:	
CMT Owned or Employee Vehicle Mileage (2023 IRS rate)	\$ 0.655/mile
Vehicle Day Charge - Construction (when included in contract)	\$65/day
Reproduction Charges:	
Aerial Photos, or Custom Reproductions	at actual cost*
8 1/2" x 11" Copies (including Collating & Binding)	\$ 0.15 each*
8 1/2" x 14" Copies (including Collating & Binding)	\$ 0.15 each*
11" x 17" Copies (including Collating & Binding)	\$ 0.20 each*
Bond Prints	\$ 0.40/sq. ft.*
Vellum Prints	\$ 0.60/sq. ft.*.
Photo Paper for Public Exhibits	\$ 200/roll*
Mylar Prints	\$ 1.50/sq. ft.*
*approx. external cost (in house copies at no charge)	
Other:	
UPS Delivery	at actual cost
Aerial photos scanned	at actual cost
Other Direct Expenses	at actual cost

Direct costs are at actual cost documented by vendor invoices or employee expense reports.

ATTACHMENT B

A copy of the Request for Statements of Qualification from the Village of Lake in the Hills is attached as Attachment B.

REQUEST FOR STATEMENTS OF QUALIFICATION FOR AIRPORT CONSULTING SERVICES

The Village of Lake in the Hills, Illinois is soliciting statements of qualifications to have a professional airport planning, engineering, and architectural firm available to contract services related the operational needs of the Lake in the Hills Airport (3CK). This request for statements of qualification will lead to the selection of a qualified firm to provide consulting services for airport improvements for a period not to exceed five years.

Anticipated Projects

Subject to receipt of grant funding, design, construction, and special services related to the following projects may be included.

- Preparation of necessary applications and documentation for FAA / IDOT AIP grant funding
- Design and construction oversight services related to a roof replacement project planned for 8399 Pyott Road
- Engineering services related to accepting dirt and clean fill on the airport's south side to bring the land up to grade
- Reconstruct T-hangar taxiway pavements
- Design and construction of west terminal apron phase 1
- Rehabilitate Runway 8/26 Phase 4: Widen & construct runway overruns
- Replace existing Automated Weather Observation System with AWOS III
- Design and construction of new terminal entrance road to include demolition of existing building (2,700 linear feet estimated)
- Mill and overlay Taxiway A
- Acquire Jet-A and 100LL fuel trucks
- Rehabilitate T-hangar taxiway pavements
- Construct replacement water service
- Design and construction of perimeter fencing on the east side to include manual and electronic gates and access control.
- Replace T-hangar roofs
- Replace LED PAPIs and rehabilitate airport beacon tower

The total construction costs for the above are estimated to be approximately \$13,025,000 funded through multiple federal and state grants and may be completed within the next five years.

General Information

- 1. Questions concerning a submission should be addressed to Michael Peranich, Airport Manager through one of the following methods:
 - Postal mail: 8397 Pyott Road, Lake in the Hills, Illinois 60156
 - E-mail: <u>mperanich@lith.org</u>
 - Telephone: (815) 479-7960, ext 2

- Submit three copies of the statement of qualifications. Statements should not exceed 30 pages including all attachments. Statements of qualifications must be submitted to the Airport Manager at the above address in a sealed envelope marked on the outside "SOQ for Airport Consulting Services." Proposals will be received until May 18, 2023.
- 3. The Village intends to enter into a retainer agreement with the highest ranking firm. An agreement for the preliminary design, construction documents, construction, and special services for each project will be entered into independently at the appropriate time. If unsuccessful, negotiations will occur with other firms in rank order. Final approval of the firm and fees rests with the Village of Lake in the Hills Board of Trustees. Firms are advised that some services may not be required and the Village reserves the right to initiate procurement of additional consultant services.
- 4. Firms are invited to submit their statement of qualifications at their own cost. The Village of Lake in the Hills assumes no obligation for any expenses incurred in replying to this request.
- 5. Materials submitted shall become the property of the Village of Lake in the Hills and will not be returned. All submittals will remain confidential until an agreement is signed resulting from this request. All submittals are deemed public records as defined by state and local laws.

Proposal Content

- 1. Statement must describe the firm's experience and capability to perform all services related to the anticipated projects listed above to include:
 - a. Design, project management, inspection, materials / soils analysis, environmental assessment, and construction support.
 - b. Preparation of all applications, including grant applications and close out documentation with the Illinois Department of Transportation, Division of Aeronautics.
 - c. Reference names and telephone numbers should be provided for any on-going or completed projects cited.
- 2. Key personnel expected to be assigned to projects and provide their respective qualifications as they pertain to the project.
- 3. If other firms would be called upon to assist in completion of the anticipated projects, identify those firms by name and provide information on relevant past experience.
- 4. Current workload.
- 5. History of maintaining schedules, meeting project deadlines, and completing projects within budget.
- 6. Familiarity with conditions at Lake in the Hills Airport.

Evaluation Criteria

A qualification based selection process conforming to FAA Advisory Circular 150/5100-14E will be utilized. The primary selection criterion is "best qualified." Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request oral presentations, conduct on-site visits, and use the results in scoring the proposals.

Weighting for the evaluation will be:

1.	Technical experience and qualifications related to anticipated projects	35%
2.	Past performance related to budget and schedule	25%
3.	Qualifications of Project Manager	20%
4.	Familiarity with Lake in the Hills Airport	15%
5.	Location of office	5%



Airport Sponsor Consultant Selection Procurement Solicitation

Procurement of professional architectural, engineering, and planning services for airport improvement program grant projects is covered by state and federal law (49 USC § 47107(a) (17) and 49 CFR § 18.36, as amended). Sponsors intending to utilize state and federal funds to pay for professional services are required to conduct a Qualifications-Based Selection (QBS) process when selecting an Architectural/Engineering (A/E) or planning consulting firm. FAA guidance (150/5100-14E and 5100.38D) allows for Sponsors to procure professional services to complete multiple, phased grant projects through a single consultant selection process. These firms may be retained for up to 5 years for their services.

The following Airport Owner/Sponsor is seeking interested firms to provide professional architectural, engineering and planning services for the development of the air navigation facility known as:

Airport Name:	Lake in the Hills (3CK)	
Owner/Sponsor	(Airport Authority/Municipality/County/Park or Port District): Village of Lake in the Hills	
Associated City:	Lake in the Hills, IL	
Official Mailing Address: 8397 Pyott Road, Lake in the Hills, IL 60156		
Contact Name: Michael Peranich, Airport Manager		
Telephone: 8	15-479-7960, x 2 E-mail: mperanich@lith.org	

Scope of Services (**Provide specific, detailed project descriptions with estimated costs*** from the airport's 3-5 year program): Rows will expand as needed.

*Example-Construct 500 ft.-long by 100 ft.-wide extension to Runway 19, including 25 ft.-wide shoulders, earthwork, drainage, edge lighting, vault modifications, NAVAID relocation and pavement marking. Estimated construction cost: \$2.5M

- 1. Design and construction oversight services related to a roof replacement project for 8399 Pyott Road. Estimated cost: \$200,000.
- 2. Engineering services related to accepting dirt and clean fill on the airport's south side to bring the land up to grade. Estimated cost: \$50,000.
- 3. Reconstruct T-hangar taxiway pavements. Estimated cost: \$1,100,000.
- 4. Construct west terminal apron phase 1. Estimated cost: \$1,600,000.
- 5. Rehabilitate Runway 8/26 Phase 4: Widen & construct runway overruns. Estimated cost: \$2,100,000.
- 6. Replace existing Automated Weather Observation System with AWOS III. Estimated construction cost: \$500,000.
- 7. Demolish existing building and relocate entrance road to serve new terminal area (2,700 linear feet). Estimated construction cost: \$1,275,000.
- 8. Mill and overlay Taxiway A. Estimated cost: \$1,200,000.
- 9. Acquire Jet-A and 100LL fuel trucks. Estimated cost: \$300,000.
- 10. Rehabilitate T-hangar taxiway pavements. Estimated cost: \$2,250,000.
- 11. Construct replacement water service. Estimated cost: \$1,000,000.
- 12. Construct perimeter fence on the east side. Estimated cost: \$300,000.
- 13. Replace T-hangar roofs. Estimated cost: \$400,000.
- 14. Install LED PAPIs and rehabilitate beacon tower. Estimated cost: \$750,000.

Interested firms should have experience completing minor Airport Layout Plan update drawings and simple environmental clearances. A PREQUALIFICATION RATING FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION IS REQUIRED FOR CONSIDERATION.

It is anticipated that the professional services for the projects under consideration will be initiated within the 5-year retainer period.

Firms interested in being considered for the projects described in the above Scope of Services should contact the Owner/Sponsor by 5/18/23 for further information. A Request for Qualifications package will be sent to interested, qualified firms at that time.



REQUEST FOR BOARD ACTION

MEETING DATE: June 6, 2023

DEPARTMENT: Parks & Recreation

SUBJECT: Parks Master Plan – Hitchcock Design Group Professional Services Agreement

EXECUTIVE SUMMARY

Staff is seeking the Village Board's approval to enter into a Professional Services Agreement with Hitchcock Design Group regarding the development of the Parks Master Plan.

The Village's current Parks Master Plan was originally presented in 2001 with certain sections amended in 2006, 2008, 2010, and 2013. The Village has identified a need to capture existing amenities and opportunities while developing a roadmap and guiding document for future development and redevelopment of parks, facilities, open space, and programming.

The Village identified a number of criteria to be addressed by the responding qualified firms including their ability to:

- Identify, guide, and prioritize investments to meet current and future needs based on input from all stakeholders;
- Highlight gaps in amenities, programs, and services;
- Develop a tool and supporting document to assist with future federal and state funding applications;
- Review and update the current park inventory;
- Develop and execute a comprehensive park needs assessment by identifying opportunities for replacement projects, improvement projects, and new projects. Additionally, prepare park development guidelines and standards;
- Outline a detailed capital improvement plan;
- Highlight funding opportunities and sources;
- Provide strategic and clear direction on actions to be taken resulting from the development of the Parks Master Plan; and
- Craft an executive summary that details the value of the Village's park system related to quality of life and impact on the local economy.

The Village issued a Request for Qualifications on February 16 with a due date of March 7, 2023. There were a total of three responses including Hitchcock Design Group (attached), Planning Resources, Inc. (PRI), and Confluence. Of these, Confluence did not submit all required materials, rendering their submittal as 'non-responsive'.

An internal review team of Village Administrator Shannon Andrews, Director of Parks & Recreation Trevor Bosack; Superintendent of Recreation Kim Buscemi; Superintendent of Public Properties Scott Parchutz; and Parks Crew Leader Jeff Raupp conducted interviews with both Hitchcock and PRI.

The team evaluated the qualifications and experience of each firm, along with a review of past projects, their approach to developing a plan for the Village of Lake in the Hills, and an identified understanding of issues related to the project. The team recommends moving forward with Hitchcock Design Group.

The anticipated timeline would begin with a kick off meeting in July with an estimated completion within six to nine months. Staff would anticipate presenting the completed Parks Master Plan in early 2024.

As part of the selection process, staff contacted three of Hitchcock's references who indicated the firm is professional in their approach and that they provide quality work. All three references (two municipalities and one park district) indicated they continue to work with Hitchcock for park master planning, concept design development, and OSLAD grant applications.

Staff began negotiations on a Professional Services Agreement with Hitchcock Design Group, who provided a proposal that is 11% or \$4,400 over budget. The Parks & Recreation Board recommended Village Board approval of the Parks Master Plan agreement with Hitchcock Design at the May 4, 2023 Parks and Recreation Board Meeting.

FINANCIAL IMPACT

The FY2023 Budget has \$40,000 approved for the development of the Parks Master Plan. Hitchcock Design Group submitted a cost proposal at \$44,400 or \$4,400 (11%) over the budgeted amount.

ATTACHMENTS

- 1. Professional Services Agreement
- 2. Hitchcock Design Group RFQ Response

RECOMMENDED MOTION

Staff recommends the Village Board approve the proposed Parks Master Plan Professional Services Agreement with Hitchcock Design in the amount of \$44,400.



Professional Service Agreement

This agreement (Agreement) is between: Hitchcock Design, Inc., an Illinois corporation doing business as Hitchcock Design Group (HDG),

Mailing address: Office address: PO Box 5126 Naperville, Illinois 60567-5126 22 E Chicago Avenue, Suite 200a Naperville, Illinois 60540

and the **Village of Lake in the Hills (Client)** 600 Harvest Gate, Lake in the Hills, Illinois 60156, is entered into on June 20, 2023, and includes eight parts: Project Description, Project Team, Basic Services, Schedule, Compensation and Payment, Client Responsibilities, Additional Conditions, and Acceptance.

PART ONE: PROJECT DESCRIPTION

The project will be referenced as the Village of Lake in the Hills Parks Master Plan. See attached Scope and Fee Schedule dated May 2, 2023 for additional information about the project. The project includes a park and open space inventory and benchmarking, community engagement, needs assessment and strategy development, a 5-year action plan, and master plan report. Optional services include Facility Assessment and Recommendations, and a Statistically Valid Survey.

PART TWO: PROJECT TEAM

The Client is the Village of Lake in the Hills. Hitchcock Deign Group is the Prime Consultant and Parks Planner with Dewberry Architects for the Optional Facility Assessment and ETC Institute for the Optional Statistically Valid Survey.

PART THREE: BASIC SERVICES

The attached Scope of Services dated May 2, 2023 is made a part of this Agreement.

PART FOUR: SCHEDULE

A Preliminary Schedule will be provided following contract authorization and may be updated from time to time as the project advances.

PART FIVE: COMPENSATION AND PAYMENT

Fee Type and Amount

Client agrees to compensate HDG for the Authorized Scope of Services described in Part Three of this and in accordance with the attached Fee Schedule Dated May 2, 2023.

Reimbursable Expenses

Deliverables identified in the Scope of Services are included in the fee. In addition to the fees for the Authorized Scope of Services and Authorized Additional Services, Client agrees to compensate HDG for delivery, travel, and reproduction expenses at 115% of HDG's actual cost not to exceed \$800 plus final plan printing costs. Mileage is calculated at the current IRS reimbursable rate.

Authorized Additional Services

If circumstances arise during HDG's performance of its Scope of Services that require additional services, HDG will notify Client about the nature, extent and probable additional cost of the additional services, and perform only such additional services following Client's written authorization. Client



agrees to compensate HDG for Authorized Additional Services in addition to the fee for the Authorized Scope of Services.

Standard Rates

The following hourly Billing Rates are made a part of this Agreement: Senior Principal: \$250 Principal: \$225 Senior Associate: \$175 Associate: \$140 Junior Associate: \$120

Payment

Invoices

Each month, by the 5th day of the month, HDG will provide an invoice to you that describes the invoice period, the services rendered, fees and expenses due, payment due date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed.

Progress Payments

Client agrees to promptly review HDG invoices and make full payment for Authorized Scope of Services, Authorized Additional Services and Reimbursable Expenses. Payment of each invoice is due upon receipt and will be past due if not paid in full within 30 days of the invoice date. If Client objects to any portion of the invoice, Client agrees to notify HDG, in writing, within 7 days of receipt regarding the Client's objection and pay the undisputed invoice amount in accordance with this Agreement. Otherwise, Client agrees to promptly review HDG invoices and make full payment for authorized Scope of Services, authorized Additional Services, and agreed upon reimbursable expenses, by invoice due date.

Client agrees to pay HDG via ACH digital check. HDG will send instructions to Client with the invoice(s). If Client requires HDG to receive payment by mailed-check, Client agrees to mail check payments HDG's PO Box mailing address below.

Hitchcock Design Group PO Box 5126 Naperville, Illinois 60567-5126

Interest and Collection Costs

Client agrees to pay a finance charge of 5% per month on unpaid account balances that are past due. In the event that HDG must retain an attorney to enforce Client's payment obligations, Client agrees to pay HDG's reasonable attorneys' fees and costs, regardless of whether suit is filed.

PART SIX: CLIENT RESPONSIBILITIES Representation

Client agrees to designate a representative authorized to act on its behalf. HDG will direct communications to Client through its designated representative. Client agrees to communicate with HDG's project manager in a timely manner in order to expediently advance HDG services.

Program Requirements

Client agrees to provide customary program requirements for the project, including objectives, standards and criteria, schedule, process, communications protocol, and budget.



Existing Conditions

Client agrees to provide current information regarding the existing conditions for the project area, including boundary, legal description, ownership, easements and restrictions; topography and benchmark; soils, utilities, hydrology/wetlands, vegetation, land uses, archeology, traffic. HDG is entitled to rely on the accuracy and completeness of the information provided.

Access

Client agrees to provide HDG and its sub consultants access to the property for observation.

Specialized Consultation

Upon consultation and agreement between Client and HDG, Client agrees to provide the services of specialized consultants not identified on the Project Team when they are needed to meet Client's project program requirements.

Changed Conditions

Client agrees to promptly notify HDG in writing of any condition, event or circumstance that may affect the performance of our services.

Financing

Client agrees to compensate HDG regardless of Client's ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project. If requested, Client agrees to provide evidence that Client is capable of paying for the services described in this Agreement.

Delay

Client agrees to comply with Part Six of this Agreement and to render decisions in a timely manner so as not to delay the orderly and sequential progress of our services.

Client Expense

Client agrees to comply with Part Six of this Agreement at its own expense.

PART SEVEN: ADDITIONAL CONDITIONS

Standard of Care

HDG will perform the Authorized Scope of Services and Authorized Additional Services with the degree of care and skill ordinarily exercised by other landscape architects and planners on similar projects at the time and location such services are rendered. Client agrees that services provided will be rendered without warranty, express or implied.

Suspension of Services

If Client has not paid HDG's invoice within 30 days of the due date, Client agrees that HDG shall have the right to consider that event a breach of this Agreement, and upon seven (7) days written notice, the duties, obligations, and responsibilities of HDG under this Agreement may either be suspended or terminated. HDG shall have no liability because of such suspension or termination of services. If either party to this Agreement suspends services for more than 30 consecutive days, Client agrees to compensate HDG for services performed prior to notice of such suspension, and when the Project is resumed, compensate HDG for costs incurred during the interruption and resumption of services. Client further agrees to equitably adjust HDG's schedule and fees for the remaining services.

Termination of Services

Either party may terminate this Agreement upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Client may terminate this agreement for its convenience and without



cause by providing not less than seven days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate HDG for services performed prior to the termination, together with Reimbursable Expenses and Authorized Additional services.

Ownership of Documents

HDG retains the ownership of documents prepared by us as instruments of service. Upon payment of outstanding invoices related to this Agreement, Client is granted a non-exclusive, non-revocable license to use the documents, or copies of the documents, created during the performance of HDG's services for reference, marketing, and operation of the project. However, HDG retains the exclusive copyright to the plans, designs and information contained on the documents and all other use of the documents is expressly prohibited except when granted, in writing, by HDG. Client agrees to defend and hold HDG harmless from any claim arising from the alleged damages as a consequence of re-use or unauthorized use of the documents. If HDG provides any documents in digital format, at Client's direction, HDG cannot and does not represent, warrant, or take any responsibility for the proper operation, compatibility or use of any third-party software products or the media on which the documents are transmitted, including but not limited to software, memory devices or transmission by electronic mail.

Credit

Client agrees to give HDG proper credit for its professional services in Client's official communications, published articles, and temporary project identification signage.

Risk Allocation and Indemnity

HDG agrees to indemnify and hold harmless the Client against damages, liabilities or costs, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, errors and omissions of HDG and its sub consultants in the performance of their professional services under this agreement.

Client agrees to indemnify and hold harmless HDG against damages, liabilities or costs, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, errors and omissions of Client and its contractors in the performance of their obligations under this agreement. HDG is responsible only for the Scope of Services authorized in this Agreement. Client may choose to modify HDG's deliverables at Client's risk. Client agrees to defend, indemnify and hold HDG harmless for damages, which may occur as a result of modifications made to our deliverables by others without our authorization, or for damages, which may occur because of the improper or negligent work of others.

Additional Services

Client agrees to compensate HDG for additional services and to indemnify and hold HDG harmless for any delay in the performance or progress of the project, or for any costs or damages sustained by HDG or Client resulting from such delay caused by any act or neglect by Client or Client's representatives, or by any third party acting on Client's behalf, or by changes ordered in the project as a result of any regulatory authority, or riot or civil commotion, pandemic, epidemic, order of quarantine, or by other causes beyond HDG's control. In the event of such delay, HDG will use reasonable efforts to mitigate the impacts of the delay on HDG's services and will continue the performance of HDG's obligations under this Agreement provided Client continues to pay HDG in accordance with the terms of this Agreement.

Limitation of Liability

In recognition of the relative risks and benefits of this agreement to both the Client and HDG, risk has been allocated such that the Client agrees to limit HDG's liability to the Client for claims, losses, costs, and damages, including attorneys' fees and costs, so that HDG's total aggregate liability to the Client shall not exceed the amount of the insurance policy limits of HDG. It is intended that this limitation



apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including breach of contract, negligence, strict liability or other torts, under statute or common law, or under any other theory of recovery.

Insurance

HDG maintains commercially reasonable General Liability, Worker's Compensation, Automobile Liability and Professional Liability Insurance at all times. Certificates of Insurance shall be provided to the Client, naming the Client as an additional insured, prior to HDG performing any work or services.

Waiver of Subrogation

Both parties to this Agreement waive all rights of subrogation and for damages against each other for damages during construction except to the extent covered by property insurance or other insurance applicable to the work or the project.

Consequential Damages

HDG and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

Quantity and Cost Opinion

HDG has no control over the cost of labor, materials, and equipment or the services of others. HDG provides quantity summaries and opinions of probable cost based on its professional judgment, familiarity with the construction industry, and on recent, comparable bidding results. Consequently, HDG does not guarantee the accuracy or thoroughness of its quantity summaries or opinions of probable cost. HDG approximates certain quantities and/or costs for Client's convenience. The Contractor is responsible for determining actual quantities and providing sufficient labor, services, equipment, and materials to complete the work as drawn and specified.

Third Party Approvals

HDG will work diligently to help Client secure approvals from the appropriate regulatory authorities related to the services specified in this Agreement. However, HDG cannot guarantee the approval of the project by any regulatory agency or third party. Client agrees to compensate HDG for our professional services regardless of the outcome of Client's applications for approval by others.

HDG Reliance:

Unless otherwise specifically indicated in writing, HDG shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications

HDG will not sign documents requiring HDG to certify, guaranty, or warrant existence of conditions that would require knowledge, services or responsibilities beyond this Agreement.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or HDG. HDG's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against HDG because of this Agreement or HDG's performance of services hereunder.



Dispute Resolution

Both parties agree to submit disputes arising out of this Agreement or relating to the services outlined in the Agreement to non-binding mediation with a mutually agreed upon mediator before initiating any litigation. Demand for mediation shall be made by written request to the other party. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and both parties agree to mediate in good faith. Mediation fees shall be shared equally.

In the event that mediation does not resolve the dispute(s) within 90 days of demand, either party may pursue its rights through litigation in a court of appropriate jurisdiction. In any proceeding following unsuccessful mediation, the substantially prevailing party shall be entitled as part of any money judgment, in addition to such other relief as may be granted, to a reasonable sum for reimbursement of attorneys' fees and costs.

Applicable Law

This Agreement is governed by the laws of the State of Illinois without regard to Choice of Law principals.

Authorization

If HDG is authorized to commence and/or continue providing services, either verbally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement. If so authorized, the terms of this Agreement shall govern HDG's services for the project and Client agrees to compensate HDG for such services in accordance with these terms and conditions as though this Agreement were fully executed by both parties.

Extent

This contract constitutes the entire agreement between HDG and Client. It supersedes all previous written or oral understandings. It can be supplemented, or amended, only by written agreement signed by both HDG and Client.

PART EIGHT: ACCEPTANCE

Please sign and return this Agreement. A countersigned agreement will be returned to you.

Accepted:	Authorized Client Representative
Accepted:	Sten Kontra
·	Steve Konters, Senior Principal
	Hitchcock Design Group



Scope of Services

Village of Lake in the Hills Parks Master Plan

A. ANALYZE: Inventory and Analysis Phase

Process: The Hitchcock Design Group team will:

- 1. **[STAFF MEETING #1]** Meet with Staff and the Village's Facility Analysis Consultant to conduct an Administrative **Kick-off Meeting**:
 - a. Administrative Kick-off Meeting:
 - i. Approach and Project work plan
 - ii. Team members
 - iii. The goals and probable usage of the final product
 - iv. Public and stakeholder input protocol
 - v. Available existing data
 - vi. Preliminary schedule
- 2. Inventory current **Demographics and Agency Data** including:
 - a. Demographics
 - i. Population, current and projected
 - ii. Gender, age, and ethnicity
 - b. Agency Data
 - i. Previous Park and Recreation Plans
 - ii. Previous Survey findings
 - iii. Capital Improvement/Replacement Plans
 - iv. Park and Amenity inventory data
 - v. Facility plans
- 3. Prepare new **Comprehensive GIS inventory Mapping** in coordination with Village GIS vendor that includes:
 - a. Parks and Open Space:
 - i. Village of Lake in the Hills
 - ii. School district + County
 - b. Boundaries:
 - i. Village of Lake in the Hills
 - ii. Planning areas
- 4. **[OPTIONAL SERVICE #1]** Inventory and Analyze architectural **Facility Data** for Recreation Support Facilities including:
 - a. General Inventory:
 - i. Physical condition (via facility visits):
 - 1. General compliance with standards and guidelines (including ADA)
 - 2. Functionality and aesthetics
 - 3. Useful-life observations
 - ii. Supporting data:
 - 1. Document general photographic inventory
 - 2. Create matrix of Indoor space square footage for each recreational facility and programmable uses based on plans provided by Agency
 - b. Analysis:
 - i. Prepare Level of Service Analysis (table):
 - 1. Based on total programmable square footage
 - 2. Compared to current regional benchmarks





- 5. Inventory and Analyze Park and Open Space Data for Village Parks including:
 - a. General Inventory
 - i. Physical condition (via park visits):
 - ii. Supporting Data:
 - 1. Amenity matrix update
 - 2. Work identified in Agency's Capital Plan
 - b. Analysis:
 - i. Update Acreage Level of Service Analysis (LOS, by asset class)
 - 1. LOS of total owned, leased, and managed acreage
 - 2. Compared to national (NRPA) LOS standards and Park Metrics (NRPA) database benchmarks
 - ii. Analyze Asset Distribution
 - 1. Mini (1/4 mi)
 - 2. Neighborhood (1/2 mi)
 - 3. Community (1 or 2 mi)
 - 4. Overall
 - iii. Analyze Amenity Quantity and Distribution
 - 1. Distribution
 - 2. Deficiencies compared to recognized benchmarks (NRPA Park Metrics)
- 6. [STAFF MEETING #2: ONLINE] Meeting with staff to review ANALYZE: Inventory and Analysis Phase findings and deliverables and coordinate our work with the Facility Analysis planning.

B. CONNECT: Needs Assessment and Community Engagement Phase

Process: The Hitchcock Design Group Team will:

- 1. [COMMUNITY ENGAGEMENT EVENT #1:] Conduct an Online Survey:
 - a. Preparation:
 - i. Assist Village in preparing survey questions
 - b. Method:
 - i. Village will prepare Survey Monkey format and issue the survey from their website.
 - ii. Survey promoted by agency
 - iii. Four-week post period
 - iv. Tabulated response Survey Monkey report provided by Village
- 2. [COMMUNITY ENGAGEMENT EVENT #2] Conduct Virtual Stakeholder Meetings during a half-day stakeholder interview session (with stakeholders invited by you) to discuss the various perspectives of recreation needs, opportunities, and partnerships.
 - a. Participants:
 - i. Service organizations
 - ii. Specialized associations
 - iii. Local agencies
 - b. Method:
 - i. Interview with standardized questions
 - ii. Written summary deliverable
- 3. [COMMUNITY ENGAGEMENT EVENT #3] Conduct one (1) Community Input Meeting or Pop-Up Event, (at a location provided by you with participants invited by you) to facilitate mining constituent interests.
 - a. Participants:
 - i. Community-at-large





- b. Method:
 - i. Focus Group
 - ii. Focus-question banner and brainstorming wall exhibit
 - iii. Support tools (sign-in, notecards, stickers, pens) for meeting operation
 - iv. Written summary with ranked input deliverable

4. [OPTIONAL SERVICE #2] Conduct a Statistically Valid Survey:

- a. Preparation:
 - i. Prepare written survey
 - 1. Share examples and conduct discussion
 - 2. Prepare draft
 - 3. Make up to two (2) rounds of revisions
- b. Participants:
 - i. Random sampling (mail, follow-up via phone and/or email)
 - ii. Distributed to reflect demographic composition (geographic dispersion, gender, race/ethnicity, etc.)
- c. Method:
 - i. Custom survey instrument
 - ii. Designated minimum sample quantity three hundred responses
 - iii. Designated margin of error and level of confidence percentages (4.5%, 95%)
 - iv. Tabulated report deliverable
- 5. Prepare written **Needs Assessment Summary** assembling results of individual community engagement events and apparent priorities.
- 6. [STAFF MEETING #3: ONLINE] Meeting with staff to review CONNECT: Needs Assessment and Community Engagement Phase findings and deliverables.
- [VILLAGE BOARD or PARK COMMITTEE MEETING #1] Conduct Board or Committee Workshop to review the ANALYZE: Inventory and Analysis Phase findings and deliverables, goals of the project, timeline, and parameters and CONNECT: Needs Assessment and Community Engagement Phase findings and deliverables.

C. ENVISION: Alternative Strategies Phase

Process: The Hitchcock Design Group Team will:

- 1. Conduct Internal Planning and Visioning Session
 - a. Synthesize all the data gathered to date and highlight agency's desired outcomes of the planning process
 - b. Conduct workshop with consultant team and develop preliminary strategies
- 2. Develop preliminary Written Strategies for Parks and Open Space including:
 - a. Additional amenities, features and infrastructure
 - b. General maintenance
 - c. New parks and park renovations
 - d. Park support facility improvements
 - e. Land acquisition due to level of service, service area or land-use deficiencies
 - f. Further study and/or planning recommendations
 - g. Funding sources
- 3. [OPTIONAL SERVICE #1] Develop preliminary Written Strategies for Indoor Recreational Facilities





- 4. Prepare written preliminary **Strategies Summary** describing strategies, justification points and appropriate specifics.
- [STAFF MEETING #4] Meet with Staff to review the ENVISION: Alternative Strategies Phase recommendations and deliverables and coordinate our work with the Facility Analysis Planning.

D. PRIORITIZE: Preferred Strategies Phase

Process: The Hitchcock Design Group Team will:

- 1. Update written **Strategies Summary** incorporating Staff input refining descriptions and adding appropriate implementation strategies.
- 2. Develop 5-Year Action Plan
 - a. Narrative of preliminary Strategies and the steps necessary to achieve them
 - b. Prioritization, based on ENVISION Phase input
 - c. Timeline
- 3. [STAFF MEETING #5] Meet with Staff to review the PRIORITIZE: Preferred Strategies Phase recommendations and deliverables. Deliver one hard copy and digital copy of deliverables.
- [VILLAGE BOARD or PARK COMMITTEE MEETING #2] Conduct Board or Committee Workshop to review the ENVISION: Alternative Strategies Phase and PRIORITIZE: Preferred Strategies Phase recommendations and deliverables.

E. IMPLEMENT: Final Comprehensive Master Plan Phase

- 1. Develop the draft **Parks Master Plan** deliverable by assembling all information from the planning process in a booklet format, following the following general format:
 - a. Executive Summary: process, primary goals, and objectives b. Introduction document description, credits c. Chapter One: ENVISION: Strategies d. Chapter Two: PRIORITIZE: **Action Plan** e. Chapter Three: ANALYZE: Inventory & Analysis f. Chapter Four: **Community Engagement** CONNECT: g. Chapter Five: Supporting Information Appendix
- [STAFF MEETING #6] Meet with Staff to review the IMPLEMENT: Final Comprehensive Master Plan Phase recommendations and deliverables. Deliver one hard copy and digital copy of deliverables.
- 3. [VILLAGE BOARD or PARK COMMITTEE MEETING #3] Prepare for and conduct final Board or Committee presentation of the IMPLEMENT: Final Comprehensive Master Plan Phase recommendations and deliverables.
- 4. Receive comments from Staff and Board; make one round of **Final Revisions** to the Master Plan deliverable.
- 5. Print and deliver **Hard Copies** of the Final Master Plan deliverable (as a reimbursable expense) and deliver to Staff.



Revised May 2, 2023 Village of Lake in the Hills Parks Master Plan

Proposed Professional Fee Structure

The following Fee Structure follows the format outlined in the proposal and scope of services dated May 2, 2023.

Professional Fee Structure

Comp	prehensive Master Plan	
ANAL	YZE: Inventory and Analysis Phase:	\$12,400
CONN	IECT: Community Engagement Phase:	\$9,800
ENVIS	SION: Alternative Strategies Phase:	\$6,000
PRIOF	RITIZE: Preferred Strategies Phase	\$5,600
PLAN:	Action Plan and Report Phase:	<u>\$9,800</u>
		Subtotal: \$43,600
Reimb	bursable Expenses:	
	Draft printing (materials for staff / board review meetings	
	Travel (mileage or company rental car expenses for meet	5
	and park visits):	\$600
	Printing of Final plans:	as requested, at cost
	Su	btotal: \$800 plus final plan cost
•	onal Services:	
1.	Facility Assessment:	
	(scope items A.4 and C.3)	ADD \$7,800
C	Ctatictically Valid Current	
2.	Statistically Valid Survey:	
	(scope item B.4)	ADD \$14,200

Village of Lake in the Hills **Parks Master Plan**





Your Project Approach Scope of Services Project Schedule	05
Your Team Hitchcock Design Group Dewberry Architects (optional service) ETC Institute (optional service)	13
Our Experience Relevant Projects Incomplete Projects in the Last 3 Years Capability to Complete Your Project References	23
Required Village Documents Acknowledgement of Terms and Conditions Reference Sheet	33



22 E. Chicago Avenue, Suite 200A

Naperville, Illinois 60540

March 7, 2023

Trevor Bosack Village of Lake in the Hills 600 Harvest Gate Lake in the Hills, Illinois 60156

RE: Parks Master Plan Dear Trevor,

Thank you for providing Hitchcock Design Group an opportunity to submit a proposal for your Parks Master Plan update!

Now is an important time for the Village to update your Parks Master Plan. It's been more than 10 years since your last plan was adopted, the pandemic has impacted the context of recreations needs, and an updated plan will help provide guidance for continued and new investment of resources into your recreation assets and offerings. It's also important to re-engage your community and understand the changing needs and interests.

Efficiently identifying actionable strategies demands a systematic approach that combines the scientific analyses of your assets and resources with a clear understanding of your customer's needs. Hitchcock Design Group has been leading planning projects for Park Districts and Municipalities for nearly 20 years with Senior Leadership that has over 30 years-experience in the industry. We also provide a unique expertise and perspective that many firms that focus only on planning do not provide. Within our company we have a dedicated group of staff that focus solely on Parks and Recreation that we refer to as our "Recreation Studio", which I am the managing Principal. This experience provides you a team with in-depth knowledge of your industry.

In addition to Comprehensive Planning, we provide grant writing, feasibility studies, park design and construction administration services along with many other complimentary services for the Park and Recreation Industry. We have been involved with park design and construction of over 50 million dollars in value in the last decade alone and often partner with leading Architects on recreation facility projects such as recreation centers and aquatic facilities. We can bring that knowledge and insight of funding, capital projects, and public engagement into your planning process.

Hitchcock Design Group will be the lead consultant responsible for project communications, community engagement, facilitating meetings, park and open space assessment, and development of the report. As an optional service to include a detailed assessment of your indoor recreation facilities, Dewberry Architects will join our team to provide facility analysis. Dewberry is one of the leading Recreation Architects in Illinois, has knowledge of the Village's facilities, and we have a long established working relationship. Also provided as an optional service in the Community Engagement strategies, ETC Institute would join our team should the Village decide to include a Statistically Valid Survey among all the other proposed community engagement tasks. We have provided these both as optional services for flexibility with your time, focus, and budget.

Thank you for your consideration, Trevor. We encourage you to connect with our references. Our team has extensive experience helping municipalities and park districts create, adopt, and implement successful comprehensive and strategic master plans unique to each of their communities, and we would be honored to help you with yours!

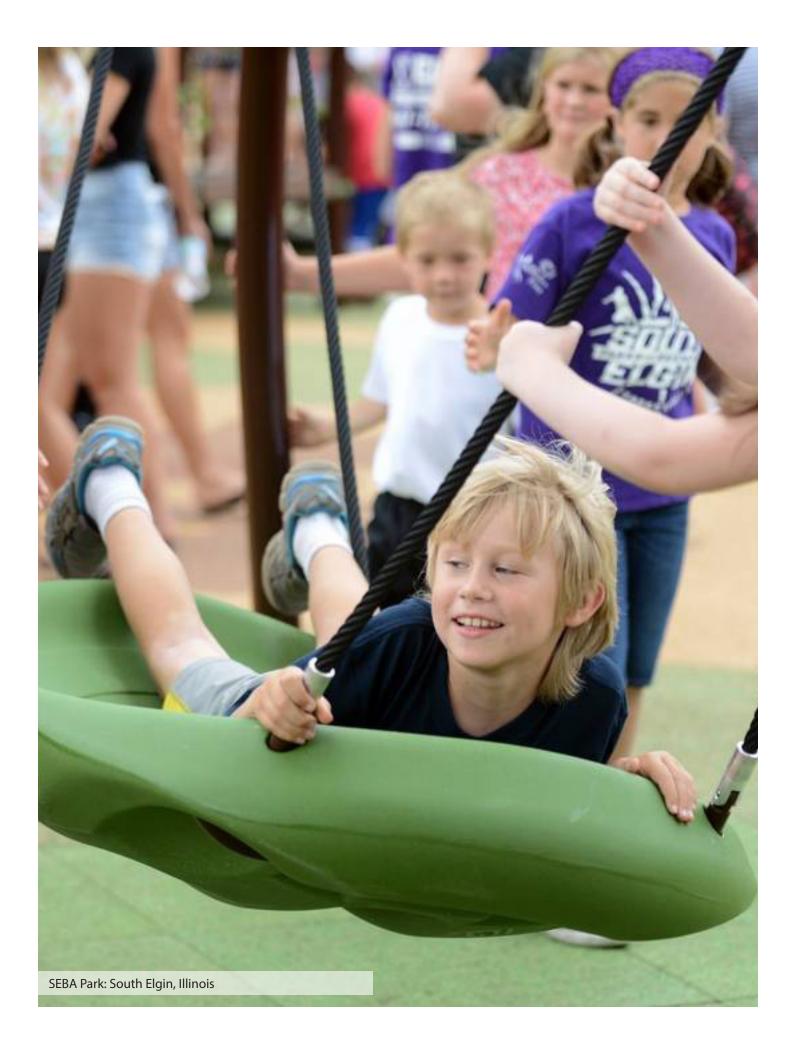
Best regards, **Hitchcock Design Group**

Planning St Landscape Architecture 63

Steve Konters, Senior Principal 630.476.3578 <u>skonters@hitchcockdesigngroup.com</u>



Your Project





We believe in the power community engagement to help deliver the exact right plan for your community. We propose a process that starts by evaluating your assets, resources, and your customer's preferences through an inclusive and diverse community input process to ensure all voices have an opportunity to be heard. Encouraging residents to participate in community planning can be challenging and we will work with your team to develop outreach strategies best suited for your community. We will then prepare a detailed needs assessment using the inventoried data and community input as the foundation. This assessment will be workshopped with Village staff and Board to focus on having a collaborative process that will build consensus and support along the way.

We will then explore a variety of integrated opportunities and strategies to address your community's recreation needs continuing to involve your staff and leadership in the process to create alignment with your resources. The most promising strategies will be developed in greater detail leading to a working action plan that not only defines each strategy, but provides the necessary steps, resources, and timeline to complete those strategies.

We will remain flexible throughout the process, offering creative ideas to improve planning outcomes and respond to your specific needs during each phase. We will actively engage the diverse talent highlighted in this proposal, along with your team, elected officials, affiliate groups, and key stakeholders. Technology will be a key factor in our team's performance from video conferencing, digital mapping, national database querying, and online stakeholder engagement. We conclude with userfriendly deliverables suitable for community messaging, capital planning, and guiding staff and Board with key recreation service decisions.



Scope of Services

Village of Lake in the Hills Parks Master Plan

A. ANALYZE: Inventory and Analysis Phase

- 1. **[STAFF MEETING #1]** Meet with Staff and the Village's Facility Analysis Consultant to conduct an Administrative **Kick-off Meeting**:
 - a. Administrative Kick-off Meeting:
 - i. Approach and Project work plan
 - ii. Team members
 - iii. The goals and probable usage of the final product
 - iv. Public and stakeholder input protocol
 - v. Available existing data
 - vi. Preliminary schedule
- 2. Inventory current **Demographics and Agency Data** including:
 - a. Demographics
 - i. Population, current and projected
 - ii. Gender, age, and ethnicity
 - b. Agency Data
 - i. Previous Park and Recreation Plans
 - ii. Previous Survey findings
 - iii. Capital Improvement/Replacement Plans
 - iv. Park and Amenity inventory data
 - v. Facility plans
- 3. Prepare new **Comprehensive GIS inventory Mapping** in coordination with Village GIS vendor that includes:
 - a. Parks and Open Space:
 - i. Village of Lake in the Hills
 - ii. School district + County
 - b. Boundaries:
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 - 1. Document general photographic inventory
 - 2. Create matrix of Indoor space square footage for each recreational facility and programmable uses based on plans provided by Agency
 - b. Analysis:
 - i. Prepare Level of Service Analysis (table):
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- 3. [COMMUNITY ENGAGEMENT EVENT #3] Conduct one (1) Community Input Meeting or Pop-Up Event, (at a location provided by you with participants invited by you) to facilitate mining constituent interests.
 - a. Participants:
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- b. Method:
 - i. Focus Group
 - ii. Focus-question banner and brainstorming wall exhibit
 - iii. Support tools (sign-in, notecards, stickers, pens) for meeting operation
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C. ENVISION: Alternative Strategies Phase

- 1. Conduct Internal Planning and Visioning Session
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- 2. Develop preliminary Written Strategies for Parks and Open Space including:
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 - g. Funding sources
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- 4. Prepare written preliminary **Strategies Summary** describing strategies, justification points and appropriate specifics.
- [STAFF MEETING #4] Meet with Staff to review the ENVISION: Alternative Strategies Phase recommendations and deliverables and coordinate our work with the Facility Analysis Planning.

D. PRIORITIZE: Preferred Strategies Phase

Process: The Hitchcock Design Group Team will:

- 1. Update written **Strategies Summary** incorporating Staff input refining descriptions and adding appropriate implementation strategies.
- 2. Develop 5-Year Action Plan
 - a. Narrative of preliminary Strategies and the steps necessary to achieve them
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 - c. Timeline
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- [STAFF MEETING #6] Meet with Staff to review the IMPLEMENT: Final Comprehensive Master Plan Phase recommendations and deliverables. Deliver one hard copy and digital copy of deliverables.
- 3. [VILLAGE BOARD or PARK COMMITTEE MEETING #3] Prepare for and conduct final Board or Committee presentation of the IMPLEMENT: Final Comprehensive Master Plan Phase recommendations and deliverables.
- 4. Receive comments from Staff and Board; make one round of **Final Revisions** to the Master Plan deliverable.
- 5. Print and deliver **Hard Copies** of the Final Master Plan deliverable (as a reimbursable expense) and deliver to Staff.





The following schedule follows the format outlined in the Scope of Services on the previous pages.

Potential Time ANALYZE:	line Inventory and Analysis Phase: Kick-off meeting Data collection Park inventories and benchmarking	6-8 weeks
CONNECT:	Community Engagement Phase: (Concurrent with the end of the Analyze Phase) Online Survey Community workshop Stakeholder interviews Staff and Board/Committee workshops Develop final needs assessment	4-6 weeks
ENVISION:	Alternative Strategies Phase: Develop strategies Staff and Board/Committee review	6-8 weeks
PRIORITIZE:	Preferred Strategies Phase Finalize strategies Develop 5-year action plan Staff and Board/Committee review	4-6 weeks
IMPLEMENT:	Final Comprehensive Master Plan Phase: Prepare draft report Staff and Board/Committee review Final report	<u>4-6 weeks</u>
		+/- 6-9 months

Your Team





Team Organization

HITCHCOCK DESIGN GROUP



PRINCIPAL-IN-CHARGE Steve Konters

DEWBERRY



PROJECT ARCHITECT Jeff Keppler



PROJECT MANAGER Doug Fair

ETC INSTITUTE



PROJECT PLANNER Jenna Beck



STATISTICALLY-VALID SURVEY Jason Morado



Since 1980, Hitchcock Design Group has earned a reputation for client-focused planning and design. From our offices in Austin, Chicagoland, Indianapolis, and South Florida, our planners and landscape architects have produced an extensive portfolio of award-winning projects. We employ a sustainable approach to our work by creating places that are memorable, attractive, functional, maintainable, and environmentally sound as well as cost-effective. Our goal is to increase the value of our clients' land resources in ways that advance their missions and improve their communities. We are proud of the long-term relationships we have developed with our clients through creative and responsive advocacy and are pleased to share these success stories and insights through many presentations and publications.

By collaborating with other experienced professional firms, we offer a full range of large-scale, multidisciplinary project capabilities while maintaining the focused, personalized attention of a smaller firm.

Hitchcock Design Group provides clients with a superior level of creative and logistical expertise. We have the capacity to tackle challenging assignments within tight timeframes through our studios that align with our areas of focus: Recreation, Education, Healthcare / Life Care, Civic Design, and Real Estate Development.



TYPE OF SERVICES Landscape Architecture Planning

YEARS IN BUSINESS 42

CORPORATE NAME

Hitchcock Design, Inc. (*dba Hitchcock Design Group*)

TYPE OF BUSINESS

Corporation – Subchapter S

OFFICE LOCATIONS

Austin 1601 Rio Grande, Suite 450 Austin, Texas 78701 512.770.4503

Chicagoland

22 E. Chicago Avenue, Suite 200A Naperville, Illinois 60540 630.961.1787

Indianapolis

405 Massachusetts Avenue, Suite 3B Indianapolis, Indiana 46204 317.536.6161

South Florida

1999 University Drive, Suite 202 Coral Springs, Florida 33071 754.277.4254

MARKETS SERVED

- Recreation
- Education
- Healthcare / Life Care
- Civic Design
- Real Estate Development



We love Creating Better Places[®], and it shows! Every person at **Hitchcock Design Group** is deeply committed to creating better places to *live, work, play, learn*, and *heal* by providing exceptional planning and landscape architectural services that connect people with the environment, and as a result, with each other. Through *specialized expertise, purposeful creativity, caring relationships*, and *responsible advocacy*, we help public, private, and institutional clients make the most of their unique and irreplaceable land resources.

FOCUS

With *specialized expertise*, our leaders connect with their clients, speak their clients' language, and understand their clients' missions and markets.

CREATE

Our *purposeful creativity* connects our clients with their resources, stakeholders, and market resulting in productive, distinctive places that grow better with time.

UNITE

Through *caring relationships* that connect us to our clients, communities, and colleagues, we stimulate thoughtful discussion and build respectful consensus.

EXCITE

Through tireless and *responsible advocacy*, we connect decision makers, promote exciting ideas, and advance our clients' missions.





Steve Konters, PLA, ASLA

Senior Principal | Principal-in-Charge



With over 20 years of experience in the recreation industry, Steve's experience in project management, design leadership, and construction administration has made him a valuable member of every project team that he has been involved with. As a principal at Hitchcock Design Group, he has been a key member in developing the HDG recreation studio's leadership in the comprehensive parks and recreation master plan practice, and he continues to seek out the best applications to serve clients in this area. Steve has the ability to assess complex data and solicit community and stakeholder input while also creating master plans that have given park and recreation professionals a plan that they can realistically implement according to a schedule that meets their goals. Due to this, Steve's talents have strengthened Hitchcock Design Group's position in the marketplace.

EDUCATION

Bachelor of Landscape Architecture, *cum laude,* University of Illinois, 1995

REGISTRATION

Licensed Landscape Architect: State of Illinois **AFFILIATIONS** Illinois Association of Park Districts Illinois Park and Recreation Association

National Recreation and Park Association

PROJECT EXPERIENCE Baker-Koren Farm Master Plan, Manhattan, Illinois Barrington Park District Comprehensive Plan, Barrington, Illinois Cary Park District Comprehensive Plan Update, Cary, Illinois Centennial Park Master Plan, Champaign, Illinois Champaign Landfill Reuse Park Master Plan, Champaign, Illinois Charlie Brown Park Master Plan, Deer Park, Illinois Dolton Park District Comprehensive Plan, Dolton, Illinois Elk Grove Park District Comprehensive Plan, Elk Grove, Illinois Glendale Heights Park and Facilities Study, Glendale Heights, Illinois Glenview Park District Comprehensive Plan, Glenview, Illinois Lake Forest (City of) Strategic Plan, Lake Forest, Illinois Macon County Conservation District Master Plan Update, Decatur, Illinois Manhattan Park District Parks and Open Space Plan, Manhattan, Illinois McHenry County Conservation District Comprehensive Plan, McHenry County, Illinois Meadowhill North Park Master Plan, Northbrook, Illinois Northbrook Park District Comprehensive Master Plan, Northbrook, Illinois Palatine Park District Comprehensive Master Plan, Palatine, Illinois Plainfield Riverfront Master Plan, Plainfield, Illinois Olympia Fields Park District Comprehensive Plan, Olympia Fields, Illinois Oregon Park District Comprehensive Master Plan, Oregon, Illinois Round Lake Area Park District Comprehensive Master Plan, Round Lake, Illinois Skokie Park District Comprehensive Plan, Skokie, Illinois South Park Master Plan, Lake Forest, Illinois St. Charles Park District Comprehensive Plan, St. Charles, Illinois Town Center Master Plan, Deer Park, Illinois Urbandale Comprehensive Master Plan, Urbandale, Iowa Vehe Farm Park Master Plan, Deer Park, Illinois Village of Algonquin Park and Recreation Comprehensive Plan, Algonquin, Illinois Village of Brookfield Open Space Master Plan, Brookfield, Illinois Village of Deer Park Parks and Open Space Master Plan, Deer Park, Illinois Village of Libertyville Park and Recreation Comprehensive Plan, Libertyville, Illinois West Park Master Plan, Northbrook, Illinois Wood Oaks Park Master Plan, Northbrook, Illinois





As a senior associate, Doug has established himself as a key part of every design team that he has been involved with. Throughout his career, he was involved in a wide variety of project types before finally determining that his passion was for working with recreation providers and their communities. By focusing his attention on this niche market, Doug has proven to be an invaluable asset in assisting with the planning and design of recreation projects that capture the vision established for the project. His ability to solicit input from the client, stakeholders, and the community has led to his being a much sought after member of every team.

EDUCATION

Bachelor of Landscape Architecture, University of Illinois, 2007

REGISTRATION

Licensed Landscape Architect: State of Illinois

Urban Land Institute, Chicago Chapter AFFILIATIONS American Society of Landscape Architects Illinois Association of Park Districts Illinois Park and Recreation Association National Recreation and Park Association South Suburban Parks and Recreation Professionals Association Texas Recreation and Park Society

PROJECT EXPERIENCE

95th Street Community Plaza, Naperville, Illinois Adventist Cancer Institute, Hinsdale, Illinois* Allstate Headquarters Campus Planning Services, Northbrook, Illinois* Autumn Leaves Assisted Living and Memory Care Facilities, Chicago, Illinois* Buffalo Grove Park District Master Plan, Buffalo Grove, Illinois* Camera Park Cricket Field, Glendale Heights, Illinois Camera Park Master Plan Update, Glendale Heights, Illinois Cancer Treatment Center of America, Zion, Illinois* Central Park Renovation, Wood Dale, Illinois* Commissioners' Park, Streamwood, Illinois Conway Farms Golf Club Addition, Lake Forest, Illinois* Dolton Park District Comprehensive Plan, Dolton, Illinois Elk Grove Park District Comprehensive Plan, Elk Grove, Illinois Exmoor Country Club Expansion, Highland Park, Illinois* Finley Square Landscape Improvements, Downers Grove, Illinois* Glenview Ice Center, Glenview, Illinois Harlem Avenue Roadway Enhancements, Palos Heights, Illinois* Heritage Park Master Plan, Homer Glen, Illinois* Kankakee High School Landscape Design, Kankakee, Illinois Kohler Ridge Site Plan, New Berlin, Wisconsin* Lan-Oak Park District Playground Renovations, Lansing, Illinois* North Shore Place Assisted Living Facility, Northbrook, Illinois* Park West Master Plan and Final Design, Oregon, Illinois Pioneer Park Playground Renovation, Morton Grove, Illinois Play for All Treehouse, Lisle, Illinois Ravine Bluffs Park, Glencoe, Illinois* Streamwood Park District Playground Renovations, Streamwood, Illinois The Sheridan at Green Oaks, Green Oaks, Illinois* The Whitley of Wheeling Assisted Living Facility, Wheeling, Illinois* Valley Lo Club, Glenview, Illinois* Veterans' Park, Tinley Park, Illinois* Washington Street Roadway Improvements, Grayslake, Illinois*

* Work completed prior to joining HDG





Jenna began her career at Hitchcock Design Group as an intern, and in that role, it became apparent that her attention to detail and use of innovative technologies made her a valued member of each project team that she was involved with. While an intern, she gained experience in each of the firm's studios before deciding to focus on recreation. Upon her graduation, Jenna returned to the firm and has continued to use her clear, concise, and practical manner to insure that the overall goals for a project are met and achieved. Her passion for recreation is evident in her continued push to create plans and designs that engage users while meeting deadlines and remaining on budget.

EDUCATION

Bachelor of Science, Landscape Architecture, *cum laude*, Purdue University, 2016

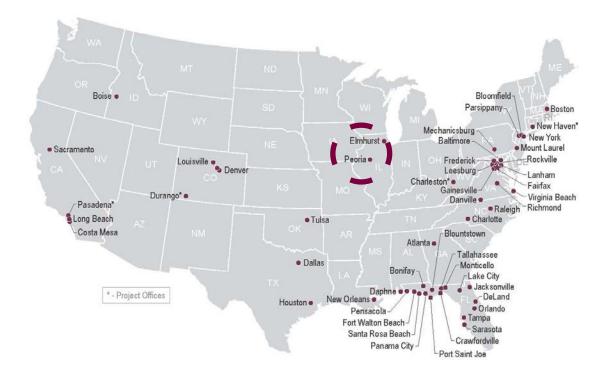
AFFILIATIONS Illinois Association of Park Districts Illinois Park and Recreation Association Indiana Park and Recreation Association

National Recreation and Park Association

PROJECT EXPERIENCE

Apollo Park, Alsip, Illinois Arroyo Trails, Channahon, Illinois Batavia Park District Comprehensive Plan, Batavia, Illinois Bellaboos Outdoor Discovery Center, Lake Station, Indiana Bison Bluff Nature Play Area, Schaumburg, Illinois Cary Grove Master Plan Update, Cary, Illinois Cary Park District Comprehensive Plan Update, Cary, Illinois Central Park, Channahon, Illinois Clearview Park, Waukegan, Illinois Discovery Park, Romeoville, Illinois Dolton Park District Comprehensive Plan, Dolton, Illinois Glenview Park District Comprehensive Master Plan, Glenview, Illinois Lions Park, DeKalb, Illinois Lower City Park Adventure Playground, Iowa City, Iowa Oak Creek Park, Lockport Township, Illinois Olympia Fields Park District Comprehensive Plan Update, Olympia Fields, Illinois Oregon Park District Comprehensive Master Plan Update, Oregon, Illinois Rose Park, Waukegan, Illinois Schiller Park, Itasca, Illinois Skokie Park District Comprehensive Plan, Skokie, Illinois Sunset Woods Park Master Plan and Playground Renovations, Highland Park, Illinois Villa Olivia Study, Bartlett, Illinois Village of Libertyville Park and Recreation Comprehensive Plan, Libertyville, Illinois Wagner Park Master Plan, Glenview, Illinois Willowhaven Park and Nature Center, Bourbonnais Township, Illinois Wynstone Park, Shorewood, Illinois





WHO WE ARE

Dewberry is a leading architectural, engineering, and consulting firm that specializes in the design of facilities that anchor and create communities. Our mission is to make communities healthier, stronger and better places. A national firm that is regularly included in both Building Design & Construction and Engineering News-Record's lists of the top A/E firms in the country, we remain committed to providing local, personalized service to each of our clients.

MISSION

Imagine a professional services firm with vision beyond "the ordinary." A firm with deep subjectmatter expertise as well as deep national resources. A firm committed to putting clients at the center of everything it does. That firm is Dewberry. And those qualities are among the pillars of what we call "Dewberry at Work"—a set of guiding principles and values that govern the way we've done business for more than a half-century.

MUNICIPAL FACILITY EXPERIENCE

Since 1987, we have been involved in the design of over 120 recreation, fitness and wellness facilities throughout the U.S., comprising over 4 million SF of built projects. In addition to the design and construction of these buildings, Dewberry is recognized as a national leader in wellness and recreation architecture, regularly exhibiting our work, as well as presenting papers and seminars, at educational conferences in the areas of fitness, recreation, and wellness.

LOCAL SERVICE

Illinois is home to Dewberry's largest staff of architects and civic designers. With 60 Illinois employees, Dewberry provides full-service design, engineering, estimating, and consulting services. **Our team works, lives, and volunteers time throughout Illinois and is committed to transforming our communities through design.** Beyond any particular project, Dewberry stands ready to serve the lifecycle of facility demands.



Jeff Keppler, AIA, ALA, WELL AP, LEED AP BD+C

Project Architect



Jeff has a wide array of experience working on community facilities including recreation and community centers, libraries, historic structures, courts, and village halls. He is passionate about design and bringing projects to life through 3d visualization, and has a strong knowledge of building systems and details.

REGISTRATION

Registered Architect: State of Illinois LEED Accredited Professional BD+C WELL Accredited Professional

EDUCATION Bachelor of Architecture, University of Miami

AFFILIATIONS

American Institute of Architects Association of Licensed Architects Illinois Association of Park Districts

PROJECT EXPERIENCE

Belvidere Park District Comprehensive Planning, Belvidere, Illinois

Elmhurst Park District, Centennial Park Adult Center Adaptive Reuse, Elmhurst, Illinois

Glenview Park District, Administration Building Renovation, Glenview, Illinois

Village of Romeoville, Illinois

- Indoor Aquatic Center
- Fitness Center
- Athletic and Event Center Addition, Phase 1 and 2
- Deer Crossing Park Restrooms and Concessions

Lockport Township Park District, Challenge Fitness Building, Lockport, Illinois

Dundee Township Park District, Randall Oaks Recreation Center, East Dundee, Illinois

Addison Park District, Community Recreation Center Study, Addison, Illinois

Lincoln Community Center Addition and Remodeling, Highland, Indiana

Joliet Park District, Joliet, Illinois

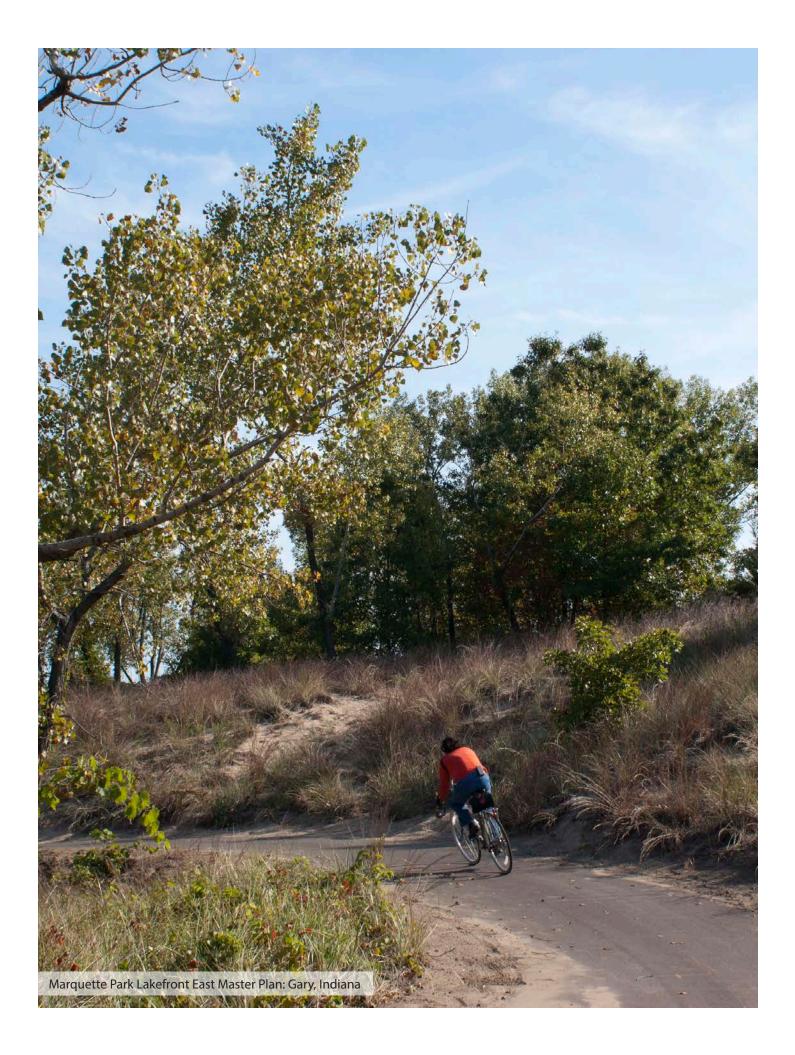
- Inwood Athletic Club
- Inwood Athletic Club Locker Room Renovation
- Horticulture Center Improvements Study and Implementation

Sawmill Gardens Soccer Complex, Willowbrook, Illinois

Itasca Park District, Locker Room Remodel, Itasca, Illinois

Apple Canyon Lake Pool Facility, Apple River, Illinois

Our Experience





Village of Algonquin Park and Recreation Comprehensive Master Plan

LOCATION Algonquin, Illinois

CLIENT Village of Algonquin

CONTACT

Katie Gock, Recreation Superintendent 847.658.5719

STATUS

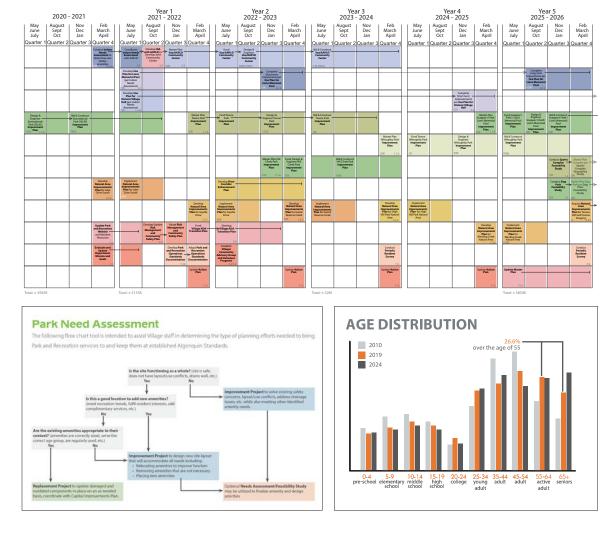
Complete (2019-2021)

DESIGN TEAM

Recreation Results; Dewberry Architects; Hey and Associates

NOTES

Completed on-time and within budget



HDG assisted the Village in developing a plan that would define a consistent future vision and strategic priorities as it enables the organization to re-imagine the desired future of its services, recognizing the realities of the external operating environment and developing an action plan to make the desired future a reality. The plan provides fiscal agility for the Village to use reserves to address capital project needs, maximize and grow revenue, ensure adequate staffing, and undertake key strategic initiatives for long-term success. To continue maintaining aging infrastructure and offer the programs, services and new facilities and amenities the community desires, the action plan will help the Village Board and staff make measured decisions, balancing future community needs against the Village's sound fiscal condition.

h

Northbrook Park District Strategic Master Plan

LOCATION Northbrook, Illinois

CLIENT Northbrook Park District

CONTACT

Molly Hamer, Executive Director 847.291.2960

> STATUS Complete (2015-2015)

PLANNINGTEAM

Heller and Heller Consulting; Dewberry

NOTES

Completed on-time and within budget



To further their goal of being recognized as a national leader in delivering innovative park and recreation services based on responsiveness, trust and accountability to their community, the Northbrook Park District engaged the Hitchcock Design Group planning team to create a master plan that would guide their growth and programming for the next ten (10) years. After conducting a thorough analysis of their existing parks, facilities and programs, the team then solicited community input from various stakeholders, staff and the community to determine their wants and goals for the park district. This information was then overlayed with a demographic study of Northbrook that factored in age of its population, average income and other factors that would influence who Northbrook could be in 10 years. The team carefully analyzed the results of all of the data from these various resources to create a plan with practical measurable steps that can be implemented over the next 10 years.



Glenview Park District Comprehensive Master Plan

LOCATION Glenview, Illinois

> CLIENT Glenview Park District

CONTACT

James Warnstedt, Superintendent of Park and Facility Services 847.657.3215

STATUS

Complete (2016-2018)

SIZE 334.80 acres

PLANNING TEAM

Heller and Heller Consulting; Dewberry Architects

NOTES

Completed on-time and within budget



As a continuation of their mission to provide "quality recreational programs, facilities and open space", the Glenview Park District engaged Hitchcock Design Group and the planning team to create a master plan that would guide their operations and growth for the next ten years. The park district's guiding principles include a commitment to continual improvement while also providing diverse programming and seeking public involvement and their new master plan needed to reflect these goals while also creating a plan that they could implement. In conjunction with performing a thorough review of all of the park district's existing properties and programming, the planning team also sought community input on their interests and worked closely with the board to develop a plan that encompassed everyone's vision. The resulting plan created an order criteria for the park district to follow as they implement the plan over the next ten years.



Cary Park District Comprehensive Plan Update

LOCATION Cary, Illinois

CLIENT Cary Park District

CONTACT

Dan Jones, Executive Director 847.639.6100

STATUS

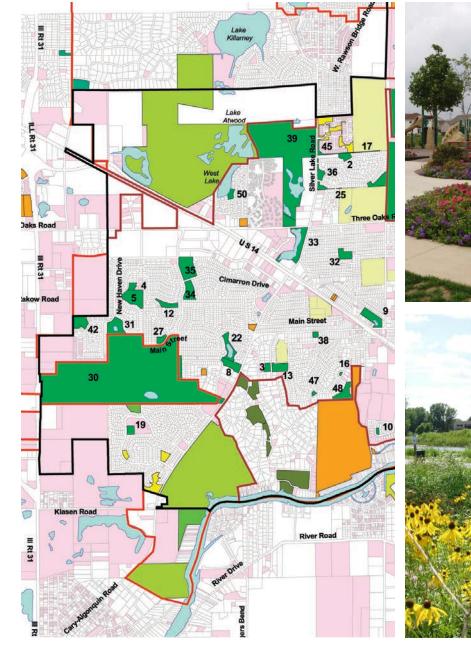
Complete (2015-2015)

PLANNING TEAM

Pivot Recreation Resources; The Davenport Group

NOTES

Completed on-time and within budget



Hitchcock Design Group was commissioned by the Cary Park District to lead the project team in an analysis of the Park District's existing land resources, facilities, programs and operations. Combined with input from the community, the resulting Comprehensive Plan update would provide their Board the baseline data needed to determine a strategic ten year plan. To begin, the project team visited, inventoried and analyzed the existing parks and properties. The scope of work included a thorough review of planning data available from such agencies as the Village of Cary, McHenry County and the Conservation District. This information was coordinated with community survey, focus group, staff and Board interview data received from the Park District's facilitation consultant. Hitchcock Design Group prepared a detailed Comprehensive Plan and worked with the facilitation consultant to develop the Cary Park District Ten Year Vision.

h

Libertyville Parks Master Plan

LOCATION Libertyville, Illinois

CLIENT

Village of Libertyville Recreation and Sports Complex Department

CONTACT

Kelly Amidei, Village Administrator 847.362.2430

STATUS

Complete (2017-2018)

SIZE

369 acres

NOTES

Completed on-time and within budget



Hitchcock Design Group was engaged by the Village of Libertyville to create a master plan for the existing Libertyville parks systems. The team utilized a four-step process to evaluate the Village's existing park and recreation amenities while also soliciting community input to arrive at a final plan that compiled all of the information into one cohesive document. Implementation of the plan was broken down into multiple steps that the Village can execute over the next 15 years.



Incomplete projects within the last 3 years

Hitchcock Design Group has not had any contracts terminated in the past 3 years due to any circumstances within our control. As we all know, there are factors that can affect the progression of a project – anything from a pandemic to a lack of funding – but our services have never been cut short due to our employees, our design abilities, or anything within our power.

Capability to complete your project on time/schedule

Currently, the Hitchcock Design Group team enjoys a healthy backlog of planning and design projects. Given the forecasted schedules and workload, we are confident that we have the capacity to work on the Parks Master Plan project for the Village of Lake in the Hills. We are able to start work on the project promptly, advance it systematically, and complete it in a reasonable time frame.

As evidence of our ability to complete projects on time and on schedule, please feel free to reach out to any of our references on the next page.



References

KATIE GOCK

Recreation Superintendent Village of Algonquin 2200 Harnish Drive Algonquin, Illinois 60102 <u>katiegock@algonquin.org</u> 847.658.2700

JASON HERBSTER

Executive Director Crystal Lake Park District 1 E. Crystal Lake Avenue Crystal Lake, Illinois 60014 jherbster@crystallakeparks.org 779.994.4248

KELLY AMIDEI

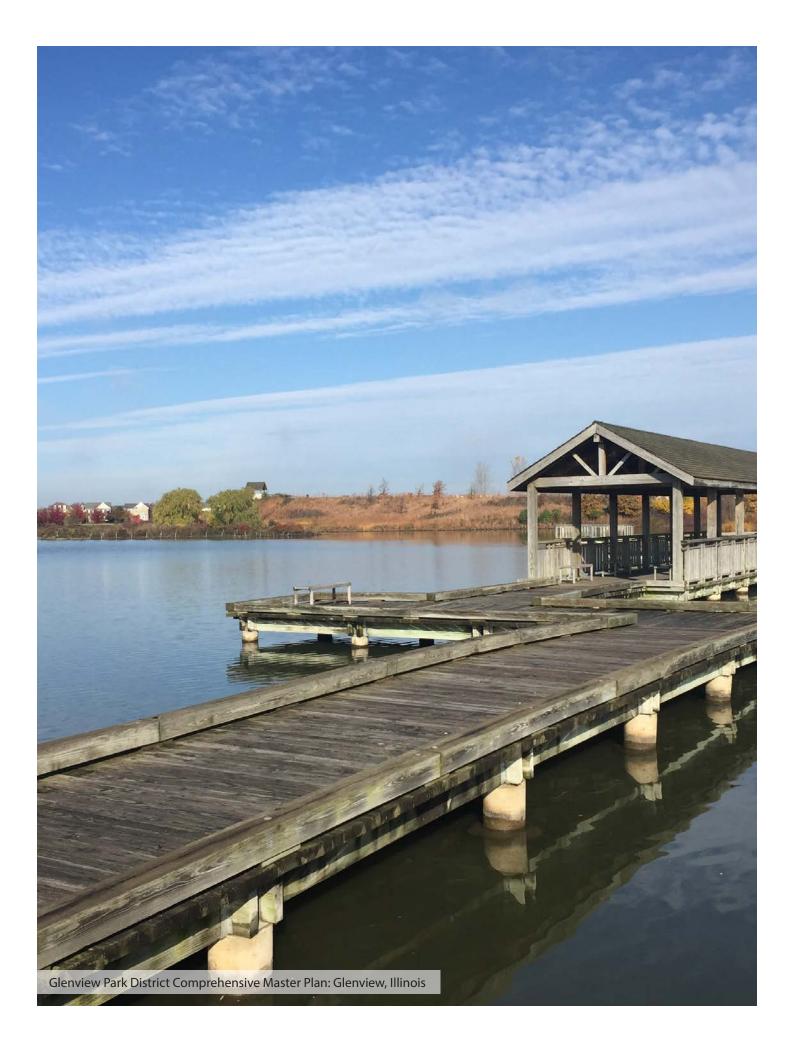
Village Administrator Village of Libertyville 118 W Cook Avenue Libertyville, Illinois 60048 <u>kamidei@libertyville.com</u> 847.362.2430

MICHAEL MCCARTY

Executive Director Glenview Park District 1215 Waukegan Road Glenview, Illinois 60025 <u>michael.mccarty@glenviewparks.org</u> 224.521.2250

MOLLY HAMER

Executive Director Northbrook Park District 545 Academy Drive Northbrook, Illinois 60062 <u>mhamer@nbparks.org</u> 847.291.2960



Required Village Documents



Request for Qualifications for Professional Services Acknowledgement of Terms and Conditions

By submitting a Response, the Submitter, on behalf of itself acknowledges and agrees that:

- 1. SUBMITTER AUTHORIZATION: The signatories are authorized by the Submitter to make representations for the Submitter and to obligate the Submitter to perform the commitments contained in its Response, including as prescribed by this RFQ.
- 2. NO GUARANTEE OF WORK OR COMPENSATION: There is no guarantee of a minimal amount of work or compensation for any of the Submitters selected for contract negotiations.
- 3. COMPLIANCE WITH LAWS AND REGULATIONS: Submitter must comply with all applicable State, Federal, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this Response prior to their delivery, it shall be the responsibility of the successful Submitter to notify the Village at once, indicating in their letter the specific regulation which required such alterations.
- 4. LEAD ROLE: The selected Submitter(s) will be expected to take the lead role in project management and staff/subcontractor coordination.
- 5. RELEASE OF INFORMATION: The Submitter hereby releases the Village, including its officers, employees, and agents, from any liability for publishing or publicly discussing the Response in connection with this RFQ.
- 6. FINANCIAL RESPONSIBILITY FOR RESPONSE COSTS: The Village accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Responses (and related materials), once submitted, become the property of the Village and may be used by the Village in any way deemed appropriate,
- 7. CHANGE NOTICES: The Village may modify the RFQ, prior to the Response due date, by issuing written addenda. The Village will make reasonable efforts to post notification of modifications in a timely manner.
- 8. CONFLICTS OF INTEREST: The successful Submitter will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest.

Submitted by:

Name of Firm: Hitchcock Design Group				
Address of Firm: 22 E. Chicago Avenue, Suite 200A				
City: Naperville, Illinois 60540	State: IL Zip 60540			
Submitter's Name: Steve Konters, Seni	or Principal			
Submitter's Name: Steve Konters, Seni Submitter's Signature:	ontr			
Telephone: 630.476.3578	E-mail: skonters@hitchcockdesigngroup.com			

Request for Qualifications for Professional Services Reference Sheets

Please provide three (3) recent references for similar work. The list shall include the client's name, address, telephone number, project title and description, and the contact person.

Reference # 1

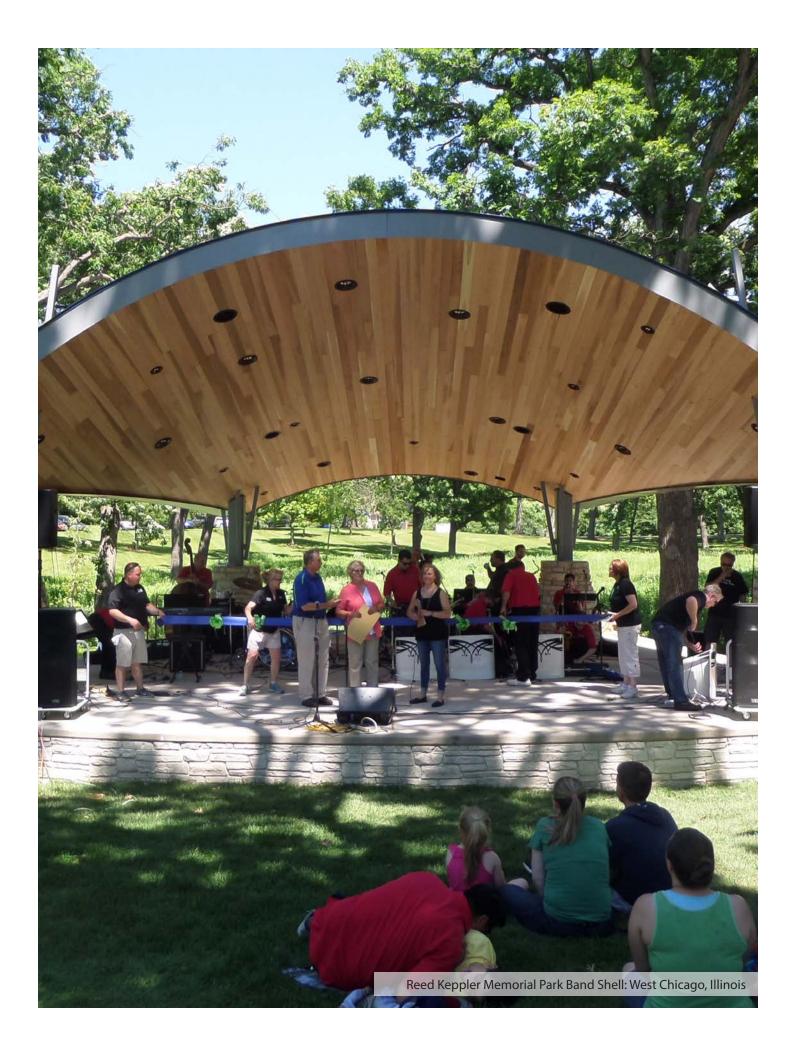
Client Name: Village of Algonquin
Contact: Katie Gock, Recreation Superintendent
Address: 2200 Harnish Drive, Algonquin, Illinois 60102
Telephone Number: 847.658.2700
Project title: Park and Recreation Comprehensive Plan
Description of Project: <u>Our team developed a plan that defines a future vision and strategic</u> priorities for the organization.

Reference # 2

Client Name: Crystal Lake Park District
Contact: Jason Herbster, Executive Director
Address: 1 E. Crystal Lake Avenue, Crystal Lake, Illinois 60014
Telephone Number: 779.994.4248
Project title: Various (Three Oaks Recreation Area, Wakeboard Park, Main Beach)
Description of Project: Hitchcock Design Group has worked closely with CLPD for a number of years.

Reference # 3

Client Name: Village of Libertyville
Contact: Kelly Amidei, Village Administrator
Address: 118 W. Cook Avenue, Libertyville, Illinois 60048
Telephone Number: <u>847.362.2430</u>
Project title: Parks Master Plan
Description of Project: Evaluation of existing amenities, community input, and step-by-step implementation
Project Location: Libertyville, Illinois





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hitchcock**design**group.com