



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

AUGUST 8, 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. Request for waiver of Section 43.09, Noise, of the Lake in the Hills Municipal Code and waiver of Sign Regulations and Enforcement for Club 400
  - B. Police
    1. Metropolitan Alliance of Police Lake in the Hills Civilian Chapter #168 Agreement
  - C. Public Works
    1. Purchase One 2024 Ford F450 Dump Truck and Outfitting Services
    2. IDOT forms for Phase I Engineering Services for Crystal Lake Road, Miller Road, and Frank Road
  - D. Parks & Recreation
    1. Request for waiver of Section 43.09, Noise, of the Lake in the Hills Municipal Code for the annual Summer Sunset Festival
    2. Issuance of a Pyrotechnic Fireworks License to Mad Bomber Fireworks for the Summer Sunset Festival
    3. LA Junior Golden Eagles Football Scoreboard Bill of Sale
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

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**MEETING DATE:** August 8, 2023

**DEPARTMENT:** Administration

**SUBJECT:** Request waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code and waiver of Sign Regulations & Enforcement for Club 400

## EXECUTIVE SUMMARY

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Attached please find a letter from Stewart McVicar, with Club 400, requesting enforcement activities be suspended to allow the placement of temporary signage on Henry Lane. He has also requested a waiver of the provisions of Section 43.09, Noise, of the Municipal Code to allow music to be played from 6:00pm until 10:30pm at an event being held by Club 400 at 3090 Henry Lane on Thursday, September 7, 2023. Finally, he requests that parking be allowed on the following streets for approximately 100 guests:

- Northside of Gladstone
- Eastside of Henry Lane
- Southside of Gateway
- Eastside of Albrecht

Accordingly, the police department will place signage restricting parking to only one side of the street during the events. This will alleviate street congestion and allow for better traffic flow for residents and emergency vehicle access if necessary.

Club 400 will also be applying for a one-day Event Permit Liquor License. This is the third event, out of a maximum of five, being held in 2023.

Mr. McVicar will be present at the August 8, 2023 Committee of the Whole meeting.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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1. Club 400 Letter

## RECOMMENDED MOTION

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Motion to waive the provisions of Section 43.09, "Noise" from 6:00pm until 10:30pm, suspend enforcement activities to allow the installation of temporary signage on Henry Lane, and allow parking for approximately 100 guests for the event being held by Club 400 on September 7, 2023 at 3090 Henry Lane.



Nancy Sujet  
Village of Lake in the Hills  
Village Hall  
600 Harvest Gate  
Lake in the Hills, IL 60156

**Via Email to:** Nancy Sujet, [nsujet@lith.org](mailto:nsujet@lith.org)

**RE:** Stewart McVicar/Club 400 2023 Event

Dear Nancy,

Club 400 and Stewart McVicar request a waiver of enforcement for noise, posting temporary signage, and parking ordinance requirements on Thursday, September 7<sup>th</sup> from 6:00pm until 10:00pm.

Stewart McVicar, property owner of 3090 Henry Lane, Lake in the Hills, is seeking approval to host a charity event on Thursday, September 7<sup>th</sup>. The event is set to commence at 6:00pm with some guests and volunteers arriving early for set-up. The event is set to conclude at approximately 10:00pm with some guests and volunteers to remain on site later for clean-up. It is anticipated approximately 100 guests and volunteers will be present. Temporary signs will be placed on the property at 3090 Henry Lane, LITH and will not be posted elsewhere in the Village.

The September 7, 2023 event will feature Chicago Cubs players/celebrities, Shawon Dunston with approximately 100 tickets sold to benefit Club 400. A ticket to the event includes food, drink, a meet-and-greet with the celebrities and an auction of donated Cubs memorabilia.

The event will be catered by a local restaurant and food permits will be in place to serve food and drink by McHenry County Health Department. Beer, wine and soft drinks will be served. We will have off-duty police checking IDs and handing out wristbands that will signify a person is over 21 years of age. All servers will carry Bassett certification and are trained to look for wristbands, underage drinkers, and intoxicated individuals. The property is also fenced in on 3-sides with only one entrance into and out of the event.

Parking will be restricted to one side of the street to ensure emergency vehicle access to the property. Parking will be available as follows, with "no parking" signs on the opposite side of the streets: north side of Gladstone, east side of Henry Lane, south side of Gateway and east side of Albrecht. In addition, a shuttle service will be operating to take attendees from the parking lots near Red Tail Golf Course to the event to reduce parking on the streets.

We have a special event certification of insurance for general liability, which includes host liquor for the event. Our applications for Event Permits from the Village ASAP. We do not anticipate any issues with insurance or securing the appropriate permits.

Please let me know if you have any questions at this time or need clarification. We appreciate your consideration of these requests. If possible, we would like our requests placed on the agenda for an upcoming board meeting. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ray Bogdanowski', written in a cursive style.

Ray Bogdanowski, [rogdanowski@lith.org](mailto:rogdanowski@lith.org)

Shannon Andrews, [sandrews@lith.org](mailto:sandrews@lith.org)

Ann Marie Hess, [ahess@lith.org](mailto:ahess@lith.org)

Bradford Stewart, [bstewart@zrfmlaw.com](mailto:bstewart@zrfmlaw.com)

Stewart McVicar, [stewartmcvicar@yahoo.com](mailto:stewartmcvicar@yahoo.com)



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 8, 2023

**DEPARTMENT:** Police

**SUBJECT:** Metropolitan Alliance of Police Lake in the Hills Civilian Chapter # 168 Agreement

## EXECUTIVE SUMMARY

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The Village's collective bargaining agreement with the Metropolitan Alliance of Police (MAP) Civilian Chapter expired on April 30, 2023. Negotiations began in February 2023 and extended to June 2023, until the attached agreement was ratified by MAP on July 20, 2023. The agreement as presented is for a three (3) year term ending April 30, 2026. Upon acceptance, wages would be retroactive dating back to the first full pay period after May 1, 2023.

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

### Union Requests:

- Article VII; Section 7.7 Off-Duty Court Standby - Two hours of time unless notified more than 24 hours of scheduled appearance time.
- Article X; Section 10.3 Personal Time - increase in personal hours from (24) to (28) for those on the 12-hour shift.
- Article XVI; Section 16.2 Uniform Allowance - increased to \$600.00 for Community Service Officers and Evidence Custodian.

### Village Requests:

- Article I; Section 1.1 Recognition of Bargaining Agency - addition of Evidence Custodian
- Article VI; Section 6.2 Grievance Procedure - updated language to Deputy Chief of Support Services.
- Article IX; Section 9.3 Vacation Requests - Vacation approval time from three (3) to (14) fourteen days.
- Article IX; Section 9.5 New Hires - Eliminate language regarding reimbursement of vacation time earned.
- Article XII; Section 12.2 Reporting of Illness - increase notification to one hour.
- Article XVI; Section 16.2 Uniform Allowance - added Evidence Custodian.

### Wage Schedule:

- In 2023 only, employees receive a \$500 one-time bonus.
- In 2023 COLA increase of 4% to Records Clerks, Community Service Officers, and Evidence Custodian, remaining years of 2024 and 2025 with COLA increase of 2.5% across all steps.

## **FINANCIAL IMPACT**

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The financial impact for 2023 is \$22,485.65. The Village's FY23 budget includes sufficient funds to cover the year one costs associated with this agreement.

## **ATTACHMENTS**

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1. Metropolitan Alliance of Police Lake in the Hills Civilian Chapter #168 Agreement

## **RECOMMENDED MOTION**

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Motion to Approve an Agreement between the Village of Lake in the Hills and the Metropolitan Alliance of Police Chapter #168 for a three (3) year term expiring April 30, 2026.

AGREEMENT

BETWEEN

THE VILLAGE OF LAKE IN THE HILLS, ILLINOIS

and

METROPOLITAN ALLIANCE OF POLICE  
LAKE IN THE HILLS CIVILIAN  
CHAPTER #168

May 1, 2023 - April 30, 2026

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## PREAMBLE

THIS AGREEMENT is entered into by the Village of Lake in the Hills ("the Village") and the Metropolitan Alliance of Police Lake in the Hills Civilian Chapter #168 ("the Chapter" or "the Union") this \_\_\_\_\_ day of \_\_\_\_\_ 2023, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the Village in the unit described in Article I hereof.

## ARTICLE I RECOGNITION

### **Section 1.1. Recognition of Bargaining Agency**

The Village agrees during the term of this Agreement to recognize the Metropolitan Alliance of Police as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the following units:

All police department community service officers, evidence custodians, and record clerks, excluding all other employees employed by the Village of Lake in the Hills, including all non-police department employees, all sworn police employees and managerial, supervisory, confidential, professional and short-term employees as defined by the Illinois Public Labor Relations Act.

### **Section 1.2. Gender**

In this contract, the pronouns "He, Him, and His" shall refer to both men and women employees equally.

### **Section 1.3. Labor-management Meetings**

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

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

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

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

#### **Section 1.4. Chapter Bulletin Board**

The Village will make bulletin board space available for posting of Chapter announcements and other items of legitimate Chapter business, seniority roster, education opportunities announcements and notice of extra duty opportunities that are non-inflammatory in nature and are approved by the Chief of Police, or if the Chief is not available, by a shift commander on duty. Approval for posting shall not be unreasonably withheld.

#### **Section 1.5. Representation Time**

An employee who is in a representative capacity during his scheduled working hours attends a meeting between the Chapter and the Village for the purposes(s) of adjustments of grievances, or transmittal of notices shall not suffer a loss in pay because of such attendance, provided that the Village must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the employee claiming such pay. The Chapter recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department. For purposes of this section, representative capacity shall be limited to an employee who is representing the bargaining unit, or a member thereof, as part of the grievance procedure, or as part of the formal disciplinary procedure involving another employee. Any employee opting to have an attorney represent him during the disciplinary procedure shall not be entitled to additional representation by a fellow chapter member.

ARTICLE II  
MANAGEMENT RIGHTS

**Section 2.1. Management Rights**

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its employees. It is the employer's right to hire, demote, suspend or discharge, layoff, promote, assign or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to determine the hours of work per day or week; to make work rules for the purpose of efficiency, safe practice and discipline; to establish performance standards; to determine equipment to be used; to make technological changes; to determine the number and location of its operations; to move, close or liquidate its operations in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to determine duties and productions standards; to combine jobs, to eliminate classifications or work; to require overtime work; and to fill new jobs and set a wage rate subject to negotiations over such wage rate.

The rights and powers of management mentioned in this Agreement do not list or limit all such powers, and the rights listed together with all other rights, powers and prerogatives of management, not specifically ceded in this Agreement remain vested exclusively in management.

The exercise by management of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion, shall not be binding on management, and shall not be the subject or basis of any grievance.

In the event of a civil emergency, which may include but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes, as may be declared by the Village President or Chief of Police, or their authorized designees, the provisions of this Agreement, other than compensation provisions, may be suspended by the Chief of Police, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the civil emergency condition ceases to exist.

ARTICLE III  
PERSONNEL FILES AND DISCIPLINE

**Section 3.1. Personnel Files and Notice of Disciplinary Action**

There shall be one official disciplinary file maintained in relation to each person employed by the Police Department. All information contained in an employee's disciplinary file shall be treated as confidential by the Village. The Village may make such other and additional files as it may deem appropriate, provided only that each person shall have the right of inspection as provided hereinafter. All employment related files shall be identified in the certain written documents provided in the various Police Department work rules, regulations and policies. The disciplinary file shall include, (by way of illustration and not limitation), written evaluations, letters, memorandum, reports and other materials bearing on the quality of the employee's professional service and any disciplinary measures taken in relation to said employee's employment.

An employee may inspect the contents of any and all employment related files at reasonable times with prior notice to the Chief of Police. The person shall examine all employment related files and only in the presence of the Chief of Police or in the presence of the Chief's designee. To the extent required by law, employees shall receive copies of those materials placed in their employment files. Any record of discipline short of written reprimand placed in an employee's file, shall not be considered for purposes of progressive discipline after one (1) year has expired from the date of said discipline.

**Section 3.2. Procedures of Discipline**

If the Village has reason to discipline an employee, it will take into consideration methods to do so which would not unduly embarrass the employee.

**Section 3.3. Written Reprimand**

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

**Section 3.4. Personnel File**

The Village agrees to abide by the lawful requirements of the "Access to Personnel Records Acts," Illinois Compiled Statutes.

**Section 3.5. Progressive Discipline**

Progressive discipline is a means of communicating to the employees that their performance or behavior is below acceptable standards and is designed to assist employees when problems arise and to ensure fair treatment. The parties recognize that circumstances may arise in which the Chief of Police may issue discipline, up to and including discharge, without regard to the principle of progressive discipline.

### **Section 3.6. Pre-Discipline Conference**

Before a decision to suspend for three or more days or discharge an employee is issued by the Chief of Police, the employee and a representative provided by the Union, if requested by the employee, shall meet and confer with the Chief of Police to review the basis of the investigator's recommendation to suspend or discharge the employee. At this conference, which shall be conducted within two (2) business days of the request by the employee to have a Union representative present, the employee shall have an opportunity to present any information he or she deems appropriate for consideration by the Chief of Police prior to making the decision to suspend or discharge the employee. Any decision reached by the Chief of Police following this pre-discipline conference shall not be subject to the grievance procedure, consistent with section 6.5.

ARTICLE IV  
UNION SECURITY

**Section 4.1. Dues Deductions**

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all employees covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

**Section 4.2. Indemnification**

The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its elected representatives, employees, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of such provisions, provided the Village does not initiate or prosecute such action.

**Section 4.3. Dues Checkoff**

All members covered by this Agreement shall tender their membership dues to the Union by signing the authorization cards (providing payroll deduction of Union dues) provided by the Union.

The employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the employer from the pay of all employees who have executed such authorization for payroll deduction of Union dues and maintain such deductions in accordance with the terms and conditions set forth by Agreement with the Union. The Union shall hold the employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the employer in connection with payroll deductions of Union and/or other deductions (made pursuant to this Article) provided the Village does not initiate or prosecute such action.

Payroll deductions of Union dues shall become effective upon the date that the appropriate form designates or, if none, upon the date of its signing by the affected employee. Payroll deductions shall be deducted from the first payroll of each month and shall commence beginning with the first such payroll following receipt of the appropriate form.

The aggregate totals of all dues (deducted) shall be remitted separately each month to the Union at their address as supplied to the Village Clerk of the Village of Lake in the Hills.



ARTICLE V  
SENIORITY

**Section 5.1. Layoff and Recall**

All layoffs will be determined on a seniority basis. Those police employees with the lowest amount of seniority may be temporarily laid-off in the event that the Employer deems it necessary. When the force of the Police Department is reduced, the employee or member removed from service of the Police Department shall have rights of reinstatement as provided for in the Illinois Compiled Statutes. Upon determination that a vacancy exists and there are police employees who have been furloughed due to a reduction-in-force, the employees on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed employee shall have the right to be re-employed if the Police Employee is otherwise qualified.

**Section 5.2. Definition of Seniority**

Seniority shall be determined as the employee's length of service as a covered employee in the Department. Time spent in the armed forces, on military leaves of absence, and time lost due to duty related disability shall be included.

**Section 5.3. Seniority Lists**

A current up to date seniority list showing the names and length of service of each employee shall be provided and posted by the Employer on January 1st and July 1st of each year on a designated bulletin board provided by the Village.

**Section 5.4. Purpose of Seniority**

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

**Section 5.5. Termination of Seniority**

An employee shall not accumulate seniority rights upon separation from services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

1. An employee is dismissed and later reinstated by court of competent jurisdiction.
2. An employee is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.

ARTICLE VI  
GRIEVANCE PROCEDURE

**Section 6.1. Definition of Grievance**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee against the employer involving the meaning, interpretation or application of the provisions of this Agreement. The Village shall not be required to pay any employee's wages for grievance related work, unless the employee is the grievant and is required by the Chief of Police or his designee to be present on the employee's on-duty time, in which case the employee shall receive his regular rate of pay for all time spent. The Chapter may appoint an employee, who may attend grievance meetings scheduled pursuant to Steps One, Two and Three. The Chapter shall notify the Chief of Police in writing of the name of the employee designated to do so, provided that the Village shall not be required to recognize an employee who has not completed his initial review period (and any extensions thereof) and/or suspension.

**Section 6.2. Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within five (5) working days after the occurrence of the event or the Employee becoming aware of the event giving rise to the grievance in accord with the following procedure:

**STEP ONE: Immediate Supervisor**

By written notification from the employee to his immediate supervisor: Said grievance to set forth the event giving rise to grievance, the contract provision(s) involved, and the name of the involved employee. The immediate supervisor shall answer the grievance in five (5) working days after hearing of the grievance and shall, if requested by the Chapter or the employee, meet to discuss the grievance prior to answering it.

**STEP TWO: Appeal to Deputy Chief of Support Services**

If the grievance is not settled in Step One, or, if an answer is not given within the time provided therefore and the employee decides to appeal, the employee shall, within five (5) working days from receipt of the Step One answer, appeal, in writing, to the Deputy Chief of Support Services. The employee, the Chapter representative and the Deputy Chief of Support Services, as the case may be, will discuss the grievance at a mutually agreeable time. If no Agreement is reached in such discussion, the Deputy Chief of Support Services will give his answer, in writing, within five (5) working days of the conclusion of the discussion.

### **STEP THREE: Appeal to Chief of Police**

If the grievance is not settled in Step Two and the employee decides to appeal further, said employee shall, within five (5) working days after receipt of the response of the Deputy Chief of Support Services, as the case may be (in Step Two), or, the expiration of time therefore, file a written appeal to the Chief of Police. In response to such notice, the Chief shall meet with the employee and the Chapter representative. Such meeting shall be held at a mutually agreeable time for the purposes of hearing the employee's appeal. If no settlement is reached at this meeting, the Chief of Police, or his designee shall give his answer in writing within five (5) working days of the meeting.

### **STEP FOUR: Binding Arbitration**

If the grievance is not settled in accordance with the foregoing procedure, the Chapter may refer the grievance to Binding Arbitration by giving written notice to the Chief of Police, within twenty-one (21) working days after receipt of the Chief's answer (in Step Three). In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Upon receipt of the panel, the parties shall strike names alternately until only one name remains. The person whose name remains shall become the arbitrator, provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Chapter. In addition to providing notice of his appointment, such letter shall request that he set a time and a place for the hearing, subject to the availability of the Village and Chapter representative. The arbitrator shall not (in his decision or award), amend, modify, nullify, ignore, add to, or subtract from any provision of this Agreement. He shall consider and decide only the specific issue submitted to him. His binding recommendation shall be binding and shall be based solely upon and interpretation of the meaning, or application, of the terms of this Agreement. In the event that the arbitrator finds that alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator shall be divided equally between the Village and the Chapter.

### **Section 6.3. Time Limits**

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits governing appeal it shall be deemed settled on the basis of the last answer of the Village, unless the Parties have mutually agreed in writing to extend a relevant time limit. If the Village fails to provide an answer within the time limits so provided, the Chapter may immediately appeal to the next Step.

**Section 6.4. Investigation and Discussion**

All grievance discussions and investigations shall take place in a manner which does not interfere with the orderly operation of the Village's Department of Police or other Village operations.

**Section 6.5. Suspension or Termination**

It is understood that matters involving suspension or termination are subject to the jurisdiction of the Chief of Police and are not subject to this grievance procedure.

ARTICLE VII  
HOURS OF WORK: OVERTIME

**Section 7.1. No Guarantee**

Nothing in this Agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

**Section 7.2. Hours of Work**

The Parties agree that hours of work shall comply, in all respects where possible, with the Fair Labor Standards Act (hereinafter referred to as the "Act") as said Act presently applies to the Village of Lake in the Hills and the Village's past practices governing hourly employees. The work day shall consist of 8.5 or 12 hour shift schedule.

**A. 12 Hour Shift Schedule**

1. Employees assigned to a 12-hour shift will work a shift of hours to match the patrol division, subject to approval by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
  - a. Employees on the 12-hour shift will be paid three 15-minute breaks and one paid 30-minute lunch.
  - b. The four hours which would normally exceed 80 hours in the two-week pay period due to working the 12-Hour shift will be schedule adjusted, where possible, or if not possible then the employee would be paid out the time over 80 hours as overtime.
  - c. Should an employee's meal be interrupted based on an emergency or other official work assignment, that employee shall be entitled to repeat his break if possible. No overtime will be paid for missed lunch breaks that could not be rescheduled during the shift.
2. Rotation would generally alternate for employees on a two-week cycle as follows:
  - a. Work Monday and Tuesday, off work on Wednesday and Thursday, and work on Friday Saturday and Sunday.
  - b. Off work on Monday and Tuesday, word Wednesday and Thursday, and off work on Friday, Saturday and Sunday.
  - c. Employee callbacks will be limited to no more than one call back shift during any otherwise regularly scheduled block of days off. For example, if an employee is scheduled to work Friday-Sunday and is called back on Monday, that employee cannot regularly be called back that Tuesday as well.
3. Vacation Scheduling. In addition to the provisions of Article IX, Vacations, and other applicable policy, vacations will be selected during the annual scheduling process in 7-day blocks. For example, an employee who would regularly be scheduled off Wednesday and Thursday per their

rotation could take Monday, Tuesday, Friday, Saturday and Sunday off (60 total vacation hours). On a week in which the employee would be scheduled to work Wednesday and Thursday, the employee could take those two days off (24 total hours). An employee does not need to schedule all working days off in the week, and an employee may begin the 7-day block on any day in a week. Regardless of when vacation days are taken, each day taken off will be counted as 12 vacation hours.

Holiday benefit time will be paid per the current practice as either 8 hours or 4 hours as detailed in section 10.1. Employees working on an enumerated holiday will be compensated as outlined in Section 10.2.

#### **B.8.5 Hour Shift Schedule**

Employees not assigned to the 12-hour schedule will be assigned to an 8.5 hour work schedule as follows:

- a. The shift will consist of 8.5 hours with two paid 15 minute breaks and one unpaid 30 minute lunch.
- b. Employees assigned to the 8.5 hour shift schedule will work shift hours recommended by staff assigned to the position and approved by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
- c. Should an employee's meal be interrupted based on an emergency or other official work assignment, that employee shall be entitled to repeat his break. No assignments of a non-emergency nature shall be made for an employee who in their assigned lunch break.
- d. If an employee misses a lunch break that cannot be rescheduled during the shift, the employee is entitled to overtime pay for all hours worked over eighty (80) in the fourteen day period.

#### **Section 7.3. Overtime Pay**

Time worked by any employee in excess of the hours worked above the normal hours assigned using the current schedule rotation during the fourteen (14) day pay period shall be paid for at time and one-half the employee's regular straight time hourly rate. Overtime worked shall be calculated in fifteen (15) minute blocks, with seven (7) minutes being rounded down and eight (8) minutes being rounded up. The Village will pay overtime in a bi-weekly period to coincide with the employee's paycheck. During the specific 14 day pay period, the Village can make adjustments to the schedules of employees, in compliance with the Fair Labor Standards Act, to diminish the economic impact of overtime on the Village.

For purposes of overtime calculation, time worked shall mean and include all hours actually worked, including but not limited to; vacation time, sick leave, compensatory time off, holiday time and any other authorized paid time off.

#### **Section 7.4. Overtime Assignments**

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

Whenever overtime is offered on a voluntary basis, it shall be offered on a rotating seniority basis. If no employee volunteers, the overtime assignment shall be assigned by reverse rotating seniority.

#### **Section 7.5. Compensatory Time**

Bargaining unit members may elect compensatory time off in lieu of overtime compensation.

Compensatory time will be granted at a rate of 1.5 hours of compensatory time off for every hour of overtime worked. After compensatory time off is earned, an employee may schedule and take his compensatory time off with prior approval from the Chief of Police or his designee. The requesting employee may make his request for use of compensatory time at the start of each shift of the date requested. The request for compensatory time shall not be unreasonably denied.

Employees may not accumulate, whether by accumulation or carry-over more than 80 hours of compensatory time off each year. Any overtime exceeding 80 hours of compensatory time off will be paid as overtime compensation. Upon termination, an employee shall be paid for unused compensatory time off at a rate of compensation not less than: the average regular rate received by such employee during the last three years of the employment or the final regular rate received by such employee, whichever is higher.

#### **Section 7.6. Court Time**

Any employee covered by this Agreement required to attend court shall receive a minimum of two (2) hours compensation at that employee's applicable straight or overtime rate of pay, depending upon the circumstances, provided that the employee's court appearance did not begin while on his normal tour of duty. In cases where an employee is required to attend court, and it extends beyond his normal tour of duty, said employee shall receive the applicable straight or overtime rate of pay, for the actual time spent at court in excess of the normal work day.

**Section 7.7. Off-Duty Court Standby**

Any employee who is notified by the State’s Attorney’s Office or Village Attorney that they may be needed for Court, on a regularly scheduled day off, that employee shall receive two (2) hours of compensatory time unless the employee is notified more than 24 hours prior to the start of the scheduled court appearance time. Unless the employee is assigned to the midnight shift. Midnight shift employees will be eligible for court standby pay on a regularly scheduled shifts on-duty or off-duty, if not notified 24 hours in advance that their presence is not necessary

**Section 7.8. Departmental Meetings**

Any employee covered by this Agreement who is required to attend departmental meetings shall receive a minimum of two (2) hours compensation at his applicable



straight or overtime rate of pay, depending upon the circumstances, providing that the departmental meeting did not begin while on his normal tour of duty.

**Section 7.9. Call-back**

Any employee covered by this Agreement who is called back to work an assignment which does not continuously follow the employee's regular scheduled shift shall be compensated for all hours so worked, with a minimum compensation of two (2) hours. The affected employee shall be paid at his regular or overtime hourly rate of pay, whichever is applicable. A "call back" shall be defined as any assignment by which an employee is directed to return to work and physically reports to a location determined by the Chief of Police or his designee.

**Section 7.10. Shift Bids**

Shift bids will be done on a yearly basis according to the current practice.

ARTICLE VIII  
TRAINING/EDUCATION BENEFITS

**Section 8.1. On-Duty Training**

Employees attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be reimbursed at the current IRS approved standard mileage rate for business miles for the use of their own vehicle. An employee who attends, upon direction of the Chief of Police, a work-related seminar on his own time will receive one and one-half times his regular hourly rate of pay for each hour spent in said seminar, provided the employee works his entire regularly scheduled shift.

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

Employees selected to attend specialized training where tuition and related expenses exceed \$500 or where the training requires a substantial investment of time and/or resources, as determined by the Chief, shall enter into a Specialized Training Agreement (Appendix C). Employees may refuse to enter into this Specialized Training Agreement should they choose however this will prohibit their attendance at the specialized training course as well as removal from the secondary assignment related to the training, if applicable.

**Section 8.2. Reimbursement of Training Expenses**

Any covered employee who incurs out-of-pocket expenses in connection with approved events and/or training shall be entitled to reimbursement pursuant to the applicable Village Rules.

The Village agrees to compensate employees for travel time to training programs required by the Department, when said travel is to a point in excess of seventy-five (75) miles from the Village of Lake in the Hills, or those instances where the employee is required to remain away overnight.

**Section 8.3. Scheduling of On-Duty Training**

All employees assigned to training courses that are held on days and times that are different than the employees' normally scheduled work days and hours shall, whenever practicable, be given notice of such training at least two (2) weeks in advance of the training to be held.

#### **Section 8.4. Educational Assistance Plan**

The Village will reimburse one half (½) of the cost of an employee's tuition, books and lab fees in accordance with the approved budget for an approved course or courses, provided the employee meets the following requirements:

1. The employee is a regular, full-time employee and has completed the initial review period of his employment (and any extensions thereof).
2. The course is job-related, or is required for progress toward a job-related degree.
3. The employee has received prior approval from the Chief of Police prior to enrollment.
4. The Education Assistance Reimbursement Agreement, as identified in the Personnel Rules and Regulations for the Village of Lake in the Hills related to the Educational Assistance Program, has been executed by all required parties.

To qualify for reimbursement under this Section, the employee must provide receipts for tuition expenses and a grade report showing that the course work was satisfactorily completed with a final grade of "B" or above. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

Employees who resign within one year of completing a course under this program will be required to reimburse the Village's share of the costs reimbursed in the twelve (12) months preceding termination.

## ARTICLE IX VACATIONS

### **Section 9.1. Purpose**

The Village provides for and encourages all regular full-time employees to utilize accrued paid vacation time as a means of refreshing one's health, pleasure, rest, and relaxation away from the rigors of normal work activity. The parties recognize the leave provisions of this Article and additional leave provisions of this Agreement constitute negotiated leave benefits and waive any separate or additional claims to benefit time, pursuant to the Paid Leave for All Workers Act.

### **Section 9.2. Eligibility and Allowances**

Vacation credit shall be earned on the first day of the month, following the date of hire and will be calculated in accordance with the vacation schedule outlined below. Vacations are to be taken annually. Employees can choose to carry over up to 40 hours of vacation time for use in the next calendar year (in addition to any accrued vacation). No paid vacation hours may be taken in excess of accumulated vacation hours.

Upon separation of employment, employees will be paid for any accrued but unused vacation time.

When a holiday falls during an employee's approved vacation, and the employee is entitled to that holiday as a paid holiday, the day will be counted as a paid holiday, not vacation time.

### **Section 9.3. Vacation Requests**

The time at which an employee shall take his vacation and the length of said vacation leave shall be subject to the approval of the Chief of Police or his designee with due regard to the wishes of the employee and particular regard for the needs of Village services. Vacations shall be selected on a seniority basis, in one-week blocks, with the most senior full-time employees, whether or not they are members of the bargaining unit, selecting their vacations first and so on until all employees have had an opportunity to schedule one week's vacation. Employees covered by this Agreement shall be entitled to select any available vacation slots, so long as the selection does not affect minimum staffing requirements for that employee's shift. Remaining vacation time shall be scheduled on a first come first served basis as needed and allowed.

The Chief of Police, or his designee, shall have the responsibility for approving or disapproving the application for vacation. The Chief of Police, or his designee, shall approve or deny any employee's vacation request within fourteen (14) days of the date of the request, and shall not unreasonably deny any employee's vacation request. In the event that he shall fail to approve an application for leave, the application shall be returned to the particular employee with the reasons for

disapproval set forth in writing. All leave request forms shall be retained by the Chief of Police for two (2) years from the date the leave was taken or disapproved.

The Parties agree that an exception to the advance approval requirement as provided in Section 9.3 herein above, shall exist for "emergencies;" however, in such situations, the employee must notify the Chief of Police (or his designee) as soon as possible as to the emergency and the expected duration of the absence. This notice must be given no later than one (1) hour following the emergency event. As soon as possible after return to duty, the employee must explain the reason for the emergency to the Chief of Police (or his designee), and present documentation, where possible, of the emergency event. The Chief of Police (or his designee) shall then approve or disapprove the leave as requested. When the request is disapproved, the absence may be recorded as leave without pay (hereinafter referred to as "LWOP") or absent without leave (hereinafter referred to as "AWOL"), all at the discretion of the Chief of Police. If the Chief determines that the affected employee is AWOL, that employee may be subject to discipline, up to and including discharge.

**Section 9.4. Vacation Administration**

New employees begin to accrue vacation time on the first day of the month, following the date of hire for full or part-time employment.

Employees continue to accrue vacation for each subsequent calendar month of employment. Annual accruals shall be rounded up to the nearest hour. 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. Vacation time accrued in the previous calendar year may only be used after the beginning of the next calendar year.

**Section 9.5. New Hires**

During the first year of employment full time employees will be awarded vacation time based on a prorated quarterly basis as demonstrated in the table below. Vacation time will be available to use after 90 days of employment, based on the employee's date of hire, and can be carried over into the next year.

Hire Date	Vacation
January 1-March 31	40 Hours
April 1 - June 30	32 Hours
July 1 - September 30	24 Hours
October 1 - December 31	16 Hours

**Section 9.6. Regular, Full-Time Personnel**

Full time employees will accrue vacation hours each month beginning on the first day of the month following the date of hire. An employee will continue to accrue vacation hours each month until their anniversary date. The amount of vacation hours accrued will increase beginning on the first day of the month following their anniversary date. Vacation accruals increase in the 4th, 11th, 18th and 25th year of service. (Ex. An employee reaches their 4 year anniversary on July 15th. They will accrue at a rate of 6.64 hours per month for January-July and 10 hours per month for August-December.

Years of Continuous Service	Vacation Hours Earned	Carryover Allowed
0-4 Years	6.64 hours per month, 80 hours annually	40
5-11 Years	10 hours per month, 120 hours annually	40
12-18 Years	13.28 hours per month, 160 hours annually	40
19-25 Years	16.64 hours per month, 200 hours annually	40
26 Years+	20 hours per month, 240 hours annually	40

## **ARTICLE X HOLIDAYS**

### **Section 10.1. Holiday observance**

Employees shall receive the following holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- ½ Day Christmas Eve
- Christmas Day
- ½ Day New Year's Eve

Employees are eligible for holiday pay upon date of hire. 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 preceding Friday. If the Christmas and New Year's holidays fall on a Monday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Friday. If the Christmas and New Year's holiday fall on Saturday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Thursday. Employees will not be allowed to carry over or be reimbursed for any unused holidays.

Any employee who wishes to take a day off in order to conform with that employee's religious beliefs, in addition to the holidays listed, may, without prejudice, take the day off as a vacation day, a personal day, or a day without pay, provided that he or she has given prior notice to the Chief of Police (or his designee).

### **Section 10.2. Pay for Working Holidays**

Employees required to work on a holiday will be paid at their overtime rate for all hours worked. This pay will be in addition to their holiday pay. Covered regular, full-time employees may take said compensation as pay or as compensatory time to be used pursuant to this Agreement.

### **Section 10.3. Personal Time**

In addition to all other paid days off, each regular, full-time employee working the 8 hour per day schedule shall receive (24) hours per calendar year to use at his discretion, subject to the approval of the Chief of Police (or his designee). Each regular, full-time employee working the 12 hour per day schedule shall receive twenty-eight (28) hours per calendar year to use at his/her discretion, subject to the approval of the Chief of Police (or his/her designee). The personal time must be used by the end of each calendar year and cannot be carried over into the next calendar year.

Employees will not be reimbursed for an unused personal day upon separation from employment.

Hire Month	Personal Hours Earned; 8 hour shift	Personal Hours Earned; 12 hour shift
January-March	24 hours	28
April-June	18 hours	22
July-September	12 hours	16
October-December	8 hours	10



ARTICLE XI  
INSURANCE AND RELATED HEALTH BENEFITS

**Section 11.1. Health Insurance**

The Village agrees to provide Health Insurance for all regular, full-time employees covered by this Agreement, and their dependents, during the term of this Agreement unless the employee has chosen to participate in the Village's health insurance waiver program. The Village will pay the same percentage of premium costs for each covered regular, full-time employee and his dependents' health insurance coverage as it pays for all other regular, full-time Village employees. Covered regular, full-time employees will pay the remaining premium costs to the same extent as required of any other regular, full-time Village employees

The Parties acknowledge that the Village may change benefit levels and deductibles or change insurance plans.

**Section 11.2. Continuation of Health Insurance**

In case of a covered employee who is killed in the line of duty or who dies as a result of duty connected injuries, the Village shall pay 50 percent of the cost of the existing Village hospital plan or its replacement plan from time to time for the dependents of such employee for a period of five (5) years after the date of death of such employee. The dependents of any employee killed in the line of duty as a result of an automobile accident shall be entitled to the benefit set forth in this section.

**Section 11.3. Life Insurance**

The Village shall provide a paid group life insurance policy in an amount at least equal to the employee's annual salary as of January 1<sup>st</sup> of each calendar year but no less than \$50,000 for regular, full-time employees, subject to benefit reductions set forth in the issued life insurance policy and certificate of coverage. Additional coverage may be available for regular full-time employees at the employee's expense.

## ARTICLE XII SICK LEAVE

### **Section 12.1. Sick Leave**

The Village provides sick leave to all regular full-time employees in the event of an illness or injury. Sick leave may be used for any non-occupational illness or injury of the employee or pursuant to the Employee Sick Leave Act, 820 ILCS 191/1, the employee's immediate family for absences due to an illness, injury, or medical appointment that cannot be scheduled outside of normal work hours. Immediate family is defined as employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Sick leave shall be taken in a minimum of 15-minute increments. The Chief of Police (or his designee) will be responsible for authorizing sick leave (paid or unpaid) for the employees within his department. Sick leave (up to two (2) days) may also be used for bereavement of the employee's extended family member not listed under Bereavement Leave subject to the approval of the Chief of Police

In the event of occupational injury where the employee is off work for less than four (4) business days, sick leave may be used to cover time away from work not paid by workers' compensation.

### **Section 12.2. Reporting of Illness**

In the event an employee is unable to report to work due to illness or other emergency, he or she must so inform their Supervisor directly, if possible, or by telephone. Such notification shall be given at least one hour before his starting time. Failure to so inform their Supervisor of each 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. An employee's illness must be documented by the Chief of Police (or his designee).

At any time the Chief of Police feels that sick leave is being abused or an unusual situation exists, a request for a doctor's certification confirming the social or commercial pursuit was authorized may be required. When proof of illness is requested and not provided, the absence will be considered a non-authorized absence.

FMLA Certification forms are required for absences in excess of three days in succession. Absences requiring FMLA documentation shall be reported to the Human Resources Manager on the fourth day.

### **Section 12.3. Sick Leave Accrual**

Sick leave shall accrue commencing the first day of the month, following the date of hire. Employees will accrue 8 hours of sick leave for every full month worked and sick leave is available as of the first pay period of the month accrued.

All unused sick leave will carry over into the next calendar year, unless the employee chooses to participate in the Sick Leave Buyback program.

#### **Section 12.4. FMLA and Doctor's Certifications**

FMLA Certification forms are required for absences in excess of three (3) days in succession. At any time the Chief of Police has reason to believe that sick leave is being abused or an unusual situation exists, a request for a doctor's certification confirming the absence was necessary may be required. When proof of illness or injury is requested and not provided, the absence will be considered a non-authorized absence.

#### **Section 12.5. Leave Buyback Program**

Reimbursable sick leave is considered the first 40 hours of unused sick leave earned in a calendar year. Employees can have a maximum of 40 hours of unused sick leave reimbursed back to them as cash. This payment will be disbursed in the first paycheck in December. Or in lieu of receiving reimbursable sick leave as cash, employees can have their sick leave payment directed to their 457 deferred compensation plan. All 457 deferred compensation plan payments will be disbursed in the first paycheck in January.

Non-Reimbursable sick leave is considered the second 40 hours of unused sick leave earned in a calendar year. Employees with at least 176 hours of sick leave already accrued by the first paycheck in November of each year will have the option to convert their non-reimbursable sick leave into a 457 deferred compensation plan instead of carrying over this time into the next calendar year. If elected, all 457 deferred compensation plan payments will be disbursed in the first paycheck in January. The non-reimbursable sick leave that can be converted to a 457 deferred compensation plan shall not exceed the number of unused reimbursable sick leave hours (i.e., if an employee is eligible to receive 32 hours of reimbursable sick leave at the end of the year, they would be limited to convert up to 32 hours of non-reimbursable sick leave). Under no circumstances will any non-reimbursable sick leave be paid out as cash. Employees separating from employment prior to December 31st of any calendar year are not eligible for non-reimbursable sick leave.

To participate in this program, employees must complete the Sick Leave Buyback Program form distributed to all eligible employees by November 1st each year. The form will allow employees to designate what they would like to do with their unused reimbursable and non-reimbursable sick leave for that year. The form must be completed each year and turned into the Human Resources Manager by November 30th. If a completed form is not received, all unused reimbursable and non-reimbursable sick leave will carry over into the next calendar year.

### **12.6. Sick Leave Paid Out Upon Separation**

Upon separation, the employee may be paid for any unused reimbursable sick leave accrued (Up to 40 hours), not to include sick leave accrued during the month of separation. However, upon separation, the employee will not be paid for any other accrued sick leave unless required to do so as part of a written agreement.

All employees having accumulated at least 20 years of eligible service credit with the Lake in the Hills Police Pension Fund or the Illinois Municipal Retirement Fund will be paid 50 percent of the value for any accrued sick leave upon separation of employment. The value of accrued sick leave is calculated at the employee's hourly rate of pay at the time of separation.

ARTICLE XIII  
LEAVES OF ABSENCE

**Section 13.1. Family and Medical Leave Act**

The Village will comply with the statutory requirement of the Family and Medical Leave Act (FMLA), as amended.

**Section 13.2. Civil Duty**

Employees covered by this Agreement shall receive full pay for any time lost while serving on jury duty or as a witness. The Village shall comply with all applicable state laws with respect to the scheduling of employees required to serve civil duty. Any fees, including but not limited to jury duty fees or subpoena fees, received from the court or any other party by an employee, exclusive of travel allowance, shall be endorsed over to the Village in order for the employee to receive full pay for any time served.

**Section 13.3. Education**

Employees covered by this Agreement may be granted special leave at full pay in order to permit the employee to take courses of study which will better enable the employee to perform his duties.

**Section 13.4. Military Leave**

The Village will comply with the statutory requirement of USERRA and State Law, as amended.

**Section 13.5. Leave Without Pay**

Employees may submit a written request to the Chief of Police for an unpaid leave of absence. Such leave may be for the following reasons:

1. Personal or immediate family member (as defined in Section 12.1) illness;  
or
2. Completing education.

The Chief of Police may grant a leave of absence for up to 60 days. The Chief of Police will present requests along with a recommendation to the Village Board for consideration of an unpaid leave of absence for 61 days or more up to one year. Covered employees must use any accrued or remaining sick time (if applicable), personal time, compensatory time, and vacation time before the unpaid leave period begins. Such leave may be without loss of prior earned seniority. However, the employee's seniority and other benefits will not accrue during the period of unpaid leave except for group health coverage through COBRA. Further, employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is no assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there

is an open position for which the employee is qualified at the conclusion of his leave, the employee, along with all other qualified candidates, may be considered for the position.

**Section 13.6. Bereavement Leave**

Employees, 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 Chief of Police, depending on the circumstances of each case. In considering such circumstances, the Chief shall not be arbitrary, capricious, or discriminatory. The list below also includes any family member that is related by marriage or adoption.

Immediate Family
Spouse
Son-in-law
Child* See Child Bereavement Policy
Sister-in-law
Parent
Brother-in-law
Sibling
Grandparent
Mother-in-law
Grandchild
Father-in-law
Grandparent-in-law
Daughter-in-law
Great Grandparent

In the case of an extended family member's death, an employee can use a personal day, 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.

- (a) 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.

As used in this policy, "child" means an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. This policy shall only

apply to employees who are also covered by the Family and Medical Leave Act (FMLA).

Eligible employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to: (1) attend the funeral or alternative to a funeral of a child; (2) make arrangements necessitated by the death of the child; or (3) grieve the death of the child. This bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the child.

In the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of 6 weeks of bereavement leave during that 12-month period. However, consistent with this section, the employee shall not be able to combine child bereavement leave with FMLA leave such that the employee would take more than 6 weeks of unpaid leave in a 12-month period.

Employees may choose to substitute any number of days of other paid or unpaid leave (which they may have accrued or to which they may be entitled) for the equivalent number of days of child bereavement leave to which they may be entitled under this section.

**Section 13.7. Disability Pay Exclusion**

The following policy shall apply in cases where State Statutes do not. In no event shall an employee be entitled to receive from the Village any wages or salary, sick pay, vacation pay, or any other paid leave for the same period of time he or she is receiving disability pay from any other source including IMRF, police pension, or Workers' Compensation insurance, but not including supplemental disability coverage paid for by the employee (i.e., AFLAC) so long as the employee is otherwise eligible for wages.

However, this policy will cease to apply in cases where the Village is able to reasonably accommodate an employee's restrictions in a position covered by a different pension plan.

ARTICLE XIV  
WAGES

**Section 14.1. Wage Schedule**

During the term of this Agreement, employees shall be compensated for work as set forth in the attached Appendix A. All wage increases shall become effective the first full pay period coincident with or subsequent to:

- a) each May 1<sup>st</sup> for contract year wage increases, and
- b) the employee's anniversary date of hire for step wage increases.

Where applicable, each employee covered by this Agreement shall receive retroactive pay for all hours worked for each full pay period after May 1, 2023.

**Section 14.2. Step Placement for New Employees**

The Village, at its sole discretion, may determine the pay rate for newly hired employees, based on previous law enforcement experience. If in the exercise of that discretion, the Village determines that a newly hired employee shall be compensated at a rate higher than the beginning rate, it may do so.

**Section 14.3. Performance Evaluation and Merit Compensation**

Each bargaining unit member who is at the maximum pay for the position and has remained at maximum pay for the prior year is eligible for a merit bonus as outlined in the Village's Personnel Rules and Regulations, Performance Evaluation and Merit Compensation Program. The Village maintains its management right to modify the policy. The Village policy in effect at the time of the ratification of this agreement is included as a reference in Appendix E.



ARTICLE XV  
LIGHT DUTY

**Section 15.1. Return to Work Policy**

The Return to Work Policy outlines the practices of the Village of Lake in the Hills in regards to an employee's possible return to transitional and full duty work following an injury or illness, including both on and off the job injuries. Transitional duty will be required for all employees who have been temporarily disabled as a result of a Village of Lake in the Hills work related injury, provided there is bona fide, productive work available within medical restrictions. Nothing in this policy creates a right or entitlement for an employer to be placed on transitional duty nor does it create a legal duty to provide transitional duty.

**Transitional Duty**

The Village provides for and encourages transitional duty for injuries that occur while an employee is on-duty. Transitional duty has shown to be valuable in the rehabilitation of injured employees and can effectively reduce workers' compensation costs. Such a program can speed recovery, accelerate return to normal duties and allow employees to maintain basic skills or learn new skills during recovery.

Transitional duty is a temporary work assignment that will not normally exceed a 90 calendar day limit. It will not be considered appropriate when an employee has no reasonable medical expectation of returning to regular duty within 90 days. Transitional duty assignments can be extended beyond 90 days if, by the determination of the Village Administrator, such an extension would be in the best interest of the Village.

The goal of the transitional duty program is to progressively move an injured worker from restricted work status to full working capacity with as little time as possible away from the workplace. It is not a permanent accommodation of a disability or work restriction. Transitional duty can include modified and/or alternate duty.

- Modified transitional duty is defined as temporarily changing an injured employee's regular job tasks and/or responsibilities to accommodate current medical restrictions.
- Alternate transitional duty is defined as a temporary job or project assignment that accommodates current medical restrictions. Alternate employment places the employee in an entirely different job during the recovery period.
- Either modified or alternate transitional duty may be available in limited or irregular hours.

**Non-Work Related Illness and Injury**

Under this policy, transitional duty assignments will only be considered for off the job illness or injury under the following conditions:

1. The employee must make a request for transitional duty to the Chief of Police in writing. The Chief will forward the request to the Village Administrator and Human Resources Manager.
2. The Human Resources Manager will provide the employee with a Duty Status Report Form that must be completed by the employee's treating physician in order to be considered for transitional duty. The Human Resources Manager will also provide the employee with the necessary resources to make a decision regarding the best use of benefits, including but not limited to FMLA, paid time off, disability, leaves of absence, etc., that maybe available to them during this time.
3. If the employee still wants to consider transitional duty, the Duty Status Report will be reviewed by the Human Resources Manager and a determination will be made on whether or not transitional duty will be granted based on the availability of work within the Village that meets the restrictions detailed in the Duty Status Report.
4. When a transitional duty assignment is made, a letter from the Human Resources Manager will be sent to the employee advising of the assignment. This letter will require acknowledgement by the employee of the assignment and of the Return to Work Policy, of which a copy will be provided.

Work Related Illness and Injury Transitional duty assignments for work-related injuries will be aggressively pursued and evaluated in accordance with the following procedures:

1. An employee may be required to work in a transitional duty assignment, if the injury was sustained on duty and if there is bona fide, productive work available within medical restrictions.
2. Transitional duty assignments may not always be available and shall be evaluated by the **Human Resources Manager** in coordination with the Chief of Police or on a case by case basis and at the approval of the Village Administrator.
3. No regular employee shall be moved from his job in order to make a transitional duty assignment available to another employee.

4. An employee may be required to attend training sessions, staff meetings, seminars, or continuing education programs as deemed necessary by the Chief of Police as part of a transitional return-to-work assignment.
5. Employees on transitional duty are not permitted, under any circumstances, to perform any work, including secondary employment, which violates their return to work restrictions.
6. Employees on transitional duty may be evaluated on an ongoing basis by the Human Resources Manager in coordination with the Chief of Police on their ability to perform the transitional duty assignment, compliance with work restrictions, need for modification of transitional duty and availability of transitional duty work.
7. The Village may arrange for a physician's evaluation of the employee at any time during a transitional return-to-work assignment. The Village may at any time, based upon its physician's recommendation, modify the employee's transitional duty assignment or remove the employee from transitional duty.
8. Employees shall serve in transitional duty assignment for as long as they can perform productive work and are expected to return to full duty when at maximum medical improvement. Employees may be removed from limited duty assignments if appropriate work is not available, if the expected return to full duty is extended, or if the employee cannot satisfactorily perform the work assigned.
9. Injured employees should be examined by the Village's Occupational Health provider immediately following an injury that may have occurred during the course of employment, and should continue to receive follow up care from Occupational Health, if follow up care is necessary. However, injured employees have a legal right to obtain medical treatment from whomever they choose. If an injured employee chooses to see their own doctor, the doctor should complete a detailed work status medical note and submit a copy to the Human Resources Manager.
10. If an injured employee refuses a transitional duty assignment consistent with physician approved restrictions for a workers' compensation claim, the Human Resources Manager will send a certified letter to the employee advising where and when to report to work. This letter shall advise the employee that failure

to report for this work will result in notification of IRMA and that Temporary Total Disability (TTD) payments may be terminated. The refusal of transitional duty may also result in further disciplinary action up to and including termination.

11. When a transitional duty assignment is made, a letter from the Human Resources Manager will be sent to the employee advising of the assignment. This letter will require acknowledgement by the employee of the assignment and of the Return to Work Policy, of which a copy will be provided.

### Return to Full Duty

The ultimate goal of a return to work policy is to facilitate the return of an employee to his previous full duty work assignment. Return to full duty for work-related and non-work-related injuries will be aggressively pursued and evaluated in accordance with the following procedures:

1. Employees must present a fitness-for-duty certificate prior to returning to full duty.
2. Return to full duty, as it pertains only to work-related injuries, will be aggressively pursued and evaluated in accordance with the following additional procedures:
3. An Independent Medical Exam (IME) can be requested by the Village's insurance carrier any time during a workers' compensation claim to address whether an employee is able to return to transitional or full duty as well as addressing medical causation and treatment issues.
4. Functional Capacity Evaluations (FCEs) are sometimes prescribed by a treating workers' compensation physician to help the physician determine what job duties an injured employee can perform.

ARTICLE XVI  
UNIFORMS

**Section 16.1. Uniforms**

The Village will provide to each new employee, at the Village's expense, the uniform and equipment set forth in Appendix B as "Initial Issue." Said uniform and equipment shall be provided in a timely manner. Newly hired employees shall not receive a uniform allowance as set forth in Section 16.2 of this Agreement.

**Section 16.2. Uniform Allowance**

The Village shall provide to each employee assigned to the position of records clerk a uniform allowance of four hundred (\$400.00) per year as and for the purchase, maintenance, cleaning and repair of uniforms, and for those assigned to the position of community service officer and evidence custodian, a uniform allowance of six hundred (\$600.00) per year as and for the purchase, maintenance, cleaning and repair of uniforms. It is the employee's responsibility to maintain the number of items originally issued in acceptable condition.

Employees are responsible for cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

The initial issue for Community Service Officer is extended to cover additional items as indicated in Appendix B including a ballistic vest supplied by the Village.

**Section 16.3. Reimbursement for Property Destroyed in the Line of Duty**

The Village agrees to reimburse (to the particular employee) the actual cost of personal property damaged in the line of duty, provided that such damage has been caused as a result of a sudden, unexpected or emergency-like event.

ARTICLE XVII  
MISCELLANEOUS

**Section 17.1. No Strike**

The Union agrees (on behalf of itself and the Employees for whom it speaks) not to engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, or other acts or actions having the effect of exhibiting a refusal to work at any time for any reason.

**Section 17.2. No Lockout**

The Village will not "lockout" Employees, provided, however, that a reduction in force, curtailment of operations or any individual termination or suspension shall not be construed as a "lockout".

**Section 17.3. No Discrimination**

Neither the Village nor the Union shall discriminate against any employee because of race, color, creed, religion, ancestry, national origin, age, disability, sex, marital status, sexual orientation, military status, veteran status, citizenship status, arrest record, genetic testing, any other protected classes or statuses, or union affiliation. The Union agrees to represent all Employees fairly and without regard to Chapter affiliation, non-affiliation, or dis-affiliation.

**Section 17.4. Residency**

All employees covered by this Agreement shall be permitted to take up residence anywhere within McHenry County, or in any adjacent county within twenty (20) air miles from the nearest Lake in the Hills border.

**Section 17.5. Medical Examination**

Nothing in this Agreement shall prevent the Village from requiring a medical examination to determine an employee's fitness for duty, said examination to be conducted by a qualified and licensed physician or other medical professional selected by the Village. The costs for said examination shall be paid by the Village. The Village may also require any or all employees to take a complete physical exam as often as once a year, provided written notice is given to the employee(s) prior to the examination with reasons for said examination.

**Section 17.6. Employee Alcohol and Drug Testing**

The Village shall have the right to require an employee to submit immediately to alcohol or drug testing if the Village has reasonable cause to believe:

- A. An employee is being affected by the use of alcohol while on duty;
- B. An employee has abused prescription drugs while on duty;

- C. An employee has used illegal drugs.

The Village shall have the right to require an employee to submit immediately to alcohol or drug testing in the following situations:

1. If an employee is involved in a motor vehicle accident or otherwise damages Village or personal property while in the performance of his duty;
2. If an employee is injured or injures another while in the performance of his duty;
3. If an employee is to be promoted to a higher paying position or recalled from layoff; or
4. If an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a reasonable suspicion of off-duty drug or alcohol abuse.

### **Random Drug Testing Policy & Procedures**

#### **1. SCOPE**

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

#### **2. DEFINITIONS**

- a. Employees: All Police Department employees of the Lake in the Hills Police Department.
- b. Health Services:

Services will be provided by an independent vendor mutually agreed upon by the Village of Lake in the Hills and the Metropolitan Alliance of Police. Agreement to the Village's selection of vendor shall not be unreasonably withheld. The current services (which may be subject to change, provided both parties are in agreement) are provided by:

1. Northwestern Medicine
11. Laboratories (specimen screening) - Provided through Northwestern Medicine's vendor
- m. MRO - Provided through Northwestern Medicine

- c. Drugs: The below listed controlled substances, the possession or use which is unlawful. Drugs for the purposes of this policy does not include use by prescription or other uses authorized by law. Drugs to be tested will be limited to the following drugs or classes of drugs:
- Amphetamines, e.g., exedrine, speed, ice, crank, uppers.
  - Barbiturates, e.g., downers, seconal, nembutal, amytal.
  - Benzodiazepines, e.g., dalmane, librium, valium.
  - Cocaine metabolites
  - Marijuana metabolites
  - Methadone
  - Methaqualone, e.g., quaaludes.
  - Opiate metabolites.
  - Morphine
  - Codeine
  - Heroin
  - Phencyclidine, e.g., PCP, angel dust.
  - Propoxyphene
  - Gluthithmide
  - Phenmetrazine
  - LSD
  - Mescaline
  - Steroids
  - Psilocybin - Psilocin
  - MDA
  - Chloral Hydrate.
  - Methylphenidate
  - Hash
  - Hash Oil
- d. The initial testing levels for ng/ml levels shall be as defined by S.A.M.S.H.A.
- e. MRO: Medical Review Officer as designated by Health Services. Positive tests will be reviewed by the MRO at Health Services for final determination of results. This determination will be communicated directly from the MRO to the Chief of Police. Before a positive test is reported to the employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will be reported to the employer as negative and final.
- f. Use: Will mean a positive result, which is verified by the MRO review and confirmation and indicates the presence of the drug or its metabolites as indicated in the initial concentration levels.



### 3. POLICY

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

### 4. TESTING

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

Before a drug test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of the result to those municipal officials with a need to know. The consent form shall provide space for employees to acknowledge that they have been notified of the drug testing provisions of this Agreement and applicable Village policies. Employees may at this time provide a list of medications that he or she has recently used. The list of medications, if provided, shall be sealed and held as confidential until there has been a positive test result. In the event of a confirmed positive test result, the list of medications shall only be disclosed to the medical official who will determine whether the positive result was due to the lawful use of any of the listed medications. Employees may choose to provide such a list after being notified of a confirmed positive result.

The consent form shall also set forth the following information:

The procedure for confirming an initial positive test result.

The consequence of a confirmed positive test result.

The right to explain a confirmed positive test result and the appeal procedure available.

The consequences of refusing to undergo a drug test.

An employee who refuses to consent to a drug test when reasonable suspicion of

drug use has been identified is subject to disciplinary action up to and including termination of employment.

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

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

With two (2) working days after the test is administered, the employee may request a meeting with the Chief of Police, with or without Union representation. At any such meeting, the employee may raise issues relating to the testing. The employee shall also have a onetime only option at this meeting to admit to a problem and to seek assistance through the Village's Employee Assistance Program (EAP) outlined below.

The first positive test will result in disciplinary action as the Chief of Police deems appropriate (except for termination) provided the employee has initiated a meeting with the Chief of Police within two (2) working days after the test has been administered. The first positive test will also result in a mandatory assignment to the Village EAP, with follow-up testing as outlined in Section 5(B) below.

Any second positive test may result in the Chief of Police seeking the employee's termination.

## **5. REHABILITATION**

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

- a. Sick Time, Personal Time, Compensatory Time, and then Vacation Time. Once the employee has exhausted all his benefit hours, he/she

will then go on unpaid leave until cleared from the program.

- b. Once approved to return to work by the case manager at the EAP or other program, the employee may be tested up to twelve (12) times during the twenty-four (24) months following the employee's return to work.
- c. Employees will be responsible for the entire cost of the treatment program and follow up random drug testing costs not covered by their insurance.
- d. Refusal to participate in the EAP or other approved program may result in disciplinary action up to termination.

## **6. VOLUNTARY REQUESTS FOR ASSISTANCE**

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

## **7. CONFIDENTIALITY**

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

## **8. UPDATES**

This policy will be updated as necessary upon agreement in writing from both the Chapter and the Village.

## **9. POLICY VIOLATIONS**

Violations of this policy may subject covered employees to disciplinary action up to

and including termination as provided above.

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

#### **Section 17.7. Ratification And Amendment**

This Agreement shall become effective when ratified by the Union and the Village of Lake in the Hills. Said Agreement may be amended and modified (during this term) only with mutual written consent of both parties.

#### **Section 17.8. Savings Clause**

In the event any Article, section, subsection or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section, subsection or portion thereof directly specified in the decision or order. Upon the issuance of such decision or order, the parties agree to immediately negotiate a substitute for the invalidated article, section, subsection or portion.

#### **Section 17.9. Entire Agreement**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term: It supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, (Article II of this Agreement). The parties acknowledge that during the negotiations process (leading to the formation of this Agreement), each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not already determined by law and that the understandings and agreements expressed herein were reached after the fullest exercise of each parties' rights herein. The Union specifically waives any right it may have to impact or "effects" bargaining for the life of this Agreement.

#### **Section 17.10. Part Time Employees**

- A. While part-time employees are subject to the terms of this contract, the following provisions are specifically applicable to part-time employees only.
1. Wages (Section 14.1, Appendix A) Part-time employees will be paid the hourly equivalent of the full time wage rate depicted in Appendix A. Years of service will be calculated as calendar years of service with the Village.
  2. Vacation Accrual and Vacation Carryover (Section 9.2 and 9.4) Part-time employees will accrue vacation and be permitted to carry it over as stated in the Village's Rules and Regulations.

3. Bereavement Leave (Section 13.6) Part-time employees will be entitled to bereavement leave as stated in the Village's Rules and Regulations.

B. The following sections do not apply to part-time employees.

- Section 5.1- Layoff and Recall
- Section 5.2 - Definition of Seniority
- Section 5.3 - Seniority Lists
- Section 5.4 - Purpose of Seniority
- Section 5.5 - Termination of Seniority
- Section 7.2 - Hours of Work
- Section 7.3 - Overtime Pay
- Section 7.4 - Overtime Assignment
- Section 7.5 - Compensatory Time
- Section 7.8- Call-Back
- Section 7.9 - Shift Bids
- Section 8.4 - Educational Assistance Plan
- Section 9.1 - Purpose (Vacation)
- Section 9.3 - Vacation Requests
- Section 9.4 – Vacation Administration
- Section 9.5 - New Hires
- Section 9.6 - Regular, Full Time Personnel
- Section 10.1 - Holiday Observance
- Section 10.2 - Holiday Pay
- Section 11.1 - Health Insurance
- Section 11.2 - Continuation of Health Insurance
- Section 11.3 - Life Insurance
- Section 12.1 - Purpose (Sick Leave)
- Section 12.3 -Sick Leave Accrual
- Section 12.4 - FMLA and Doctors Certification
- Section 12.5 – Leave Buyback Program
- Section 12.6 – Sick Leave Paid Out Upon Separation
- Section 13.1 - Family Medical Leave Act
- Section 13.2 - Civil Duty
- Section 13.3 - Education
- Section 15.1 – Return to Work Policy

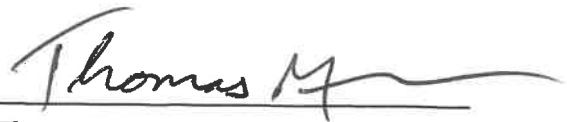
**Section 17.11. Termination in 2026**

This Agreement shall be effective as of the date of execution, and shall remain in force and effect until April 30, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred and twenty (120) days prior to the termination date to the effect that it desires to modify this Agreement. In the event that such notice is given,

negotiations shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the negotiations and up to and until a new employment Agreement has been reached between the Parties.

In witness whereof, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023, intending to be legally bound thereby:

  
\_\_\_\_\_  
Keith George,  
President, Metropolitan Alliance of Police

  
\_\_\_\_\_  
Thomas Muradian,  
MAP #168 Representative

\_\_\_\_\_  
Ray Bogdanowski, President  
Village of Lake in the Hills

APPENDIX A

WAGES

Records	5/1/23 - 4/30/24	5/1/24 - 4/30/25	5/1/25 - 4/30/26
Starting	\$46,247	\$47,403	\$48,588
1	\$47,865	\$49,062	\$50,288
2	\$50,673	\$51,940	\$53,238
3	\$53,481	\$54,818	\$56,188
4	\$56,290	\$57,697	\$59,140
5	\$59,096	\$60,573	\$62,088
6	\$61,904	\$63,452	\$65,038
7	\$64,712	\$66,330	\$67,988
8	\$67,520	\$69,208	\$70,938
9	\$70,328	\$72,086	\$73,888

CSO & Evidence Custodian	5/1/23 - 4/30/24	5/1/24 - 4/30/25	5/1/25 - 4/30/26
Starting	\$46,247	\$47,403	\$48,588
1	\$47,865	\$49,062	\$50,288
2	\$50,793	\$52,062	\$53,364
3	\$53,722	\$55,065	\$56,442
4	\$56,648	\$58,064	\$59,516
5	\$59,578	\$61,068	\$62,595
6	\$62,506	\$64,069	\$65,670
7	\$65,436	\$67,072	\$68,748
8	\$68,365	\$70,075	\$71,826
9	\$71,293	\$73,075	\$74,902

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

In 2023 only, employees shall receive a one-time, non-pensionable, equity payment of \$500.00 within 30 days of the execution of this Agreement.



APPENDIX B

EQUIPMENT LIST

<u>Description</u>	<u>Records</u>	<u>CSO</u>	<u>Evidence Custodian</u>
Short sleeve shirts	4	4	4
Long sleeve shirts	4	4	4
Uniform pants	0	4	4
Uniform ties	0	2	2
Name tags	0	3	3
Sweater	1	1	1
Shoes/boots (annually)	1	2	2
Summer hat	0	1	1
Winter hat	0	1	1
Light weight jacket	0	1	1
Winter jacket	0	1	1
Rain coat	0	1	1
Hat rain cover	0	1	1
Nylon Pouch	0	1	1
Ballistics Vest	0	1	0

Supplemental Equipment List

- Leather gear
- Leather gloves
- Duty Bag
- Flashlight
- Clipboard
- Approved accessories



APPENDIXC

SPECIALIZED TRAINING AGREEMENT

General Description of Specialized training:

\_\_\_\_\_

Tuition and Travel expenses:

\_\_\_\_\_

This Agreement is entered into between the VILLAGE OF LAKE IN THE HILLS ("Village") and \_\_\_\_\_ ("Employee") on the \_\_\_ day of \_\_\_ \_

WHEREAS, Employee is employed to work as a \_\_\_\_\_ for the Village; and

WHEREAS, some specialized schools are important for specialized jobs within the Police Department; and

WHEREAS, Employee understands that the Village would not provide and pay for this specialized training unless the Employee intended to continue to work for the Village after the successful completion of this specialized training; and

WHEREAS, Employee understands and agrees that the specialized training is costly and expensive, and that such specialized training will provide the Employee with the special training necessary to allow the Employee to advance his/her employment with the Village; and

WHEREAS, the Employee desires to participate in such specialized training, and the Village is willing to pay for Employee's specialized training, on the condition that the Employee agrees to reimburse the Village for the Village's costs and other related fees and expenses as set forth in this Agreement; and

WHEREAS, the form and substance of this Agreement has been reviewed and agreed to by the Employee's union during the collective bargaining agreement process.

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits stated herein, and in consideration of the Village's agreement to pay for the Employee's specialized training, the Employee agrees to reimburse the Village according to the formula below and subject to the following terms and conditions:

1. Upon approval of specialized training, the Employee agrees to continue serving in his or her current position for a period of twenty-four months from the date of this Agreement.
2. Should the Employee voluntarily leave employment with the Village any time prior to the twenty four (24) months from the date of this Agreement, for reasons within the Employee's control, the Employee agrees to reimburse the Village according to the following formula for the costs incurred by the Village in sending the Employee to the specialized training course:

Formula

For every month that the Employee leaves prior to serving twenty-four (24) months on the Village Police Department, the Employee shall pay to the Village one/twenty-fourth (1/24<sup>th</sup>) of the total amount expended by the Village for the Employee's specialized training course.

3. Resignation of the Employee shall be prima facia evidence that the Employee left voluntarily, except in situations where the Chief of Police has pursued the Employee's discharge from employment with the Village and Employee has agreed to resign in order to avoid termination proceedings pursuant to the terms of the collective bargaining agreement.
4. This Agreement shall not apply to employees who become eligible for retirement and choose to do so pursuant to state statutes.
5. This Agreement shall be binding on the heirs, executors and administrators of the Employee and on the assignments of the Village should the Village choose to pursue.
6. All claims, disputes and other matters in question between the Employee and the Village arising out of or relating to this Agreement shall be decided by arbitration in accordance with the terms of the collective bargaining agreement between the Village and the Employee's union.

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Chief of Police

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Employee

## APPENDIX D

### PAY PHILOSOPHY, EVALUATION PROGRAM AND COMPENSATION PLAN

#### Overall Purpose

The Village of Lake in the Hills has adopted an operational excellence strategy. To the Village, this means the smart investment in developing and engaging its talent to be strategists at all levels. This is accomplished through adopting and maintaining a consistent and comprehensive pay philosophy, performance evaluation program and compensation plan that attracts, rewards and retains top talent while controlling costs and enhancing compensation flexibility.

#### Pay Philosophy

While maintaining fiscal responsibility, the Village of Lake in the Hills is committed to compensating in a manner that is equitable across all employee groups, reflective of the external market, and provides recognition for the achievement of individuals who reach objectives or organizational goals. Specifically, it is the Village's goal to achieve the following objectives:

- Internal equity among all employee schedules
- Provide incentives for performance and productivity
- Administrative efficiency

#### Performance Evaluation Program

##### Objective

The objectives of the Village's performance program include consistently and equitably: commending performance, measuring strengths and areas in need of development, identifying training needs, and establishing and reviewing goals.

The performance evaluation requires employees and supervisors communicate at regular intervals and during specific problem-solving situations in order to provide an accurate assessment of individual performance and to support overall employee job performance and satisfaction.

##### Evaluation Timing

The evaluation period will begin in July and run through June of the following calendar year. Annual performance evaluations will be performed in June of each calendar year.

##### Probationary Evaluation

All newly hired (bargaining unit and non-bargaining unit) employees will have a probationary performance evaluation six month after being hired. The employee will be evaluated on key responsibilities and core competencies of the position. If the probationary evaluation is completed within 90 days of the annual evaluation schedule, the probationary review will serve as the annual review for that year.

Once the six month evaluation is complete the employee will then follow the annually scheduled evaluation process. It is possible for an employee to have two evaluations completed within the first year of employment.

## **Performance Evaluation Program Design**

### **Overview**

The Performance Evaluation is divided into four (4) sections in order to provide a comprehensive evaluation of the employee's job performance, and will be based on a 3 point grading scale:

Grade	Points
Leading the Way	3
On Track	2
Need Improvement	1

Section J: Job Specific Key Responsibilities/Goals or What We Do evaluates the employees on how effectively they have accomplished the job they were hired to do for the Village. Supervisors will evaluate employee's effectiveness, timeliness, quality and quantity of work, and accomplishment of goals.

Section II: Core Performance Competencies How We Work evaluates the competencies needed for employees to be successful in achieving the Village's goals and objectives. Each employee will be evaluated on core competencies. These competencies may vary by level within the organization (i.e. individual contributor vs. supervisor). They also represent competencies most valued by the Village at the time. Competencies will be evaluated periodically to ensure they best represent the strategic vision of the Village.

Section III: Summary of Commendation and Disciplinary Action is completed by supervisors and includes a summary of any commendations or disciplinary action taken during the review period. A commendation will include any written commendation or written acknowledgement, such as thank you notes or emails from internal or external customers that highlight the employee's job performance. All written commendations and acknowledgements should be included in the employee's personnel file. Likewise, disciplinary action should be written and included in the personnel file, in order to reference it in the evaluation.

Section IV: Summary of Employee Performance is completed by supervisors. This allows for supervisors to summarize or highlight the employee's strengths and areas that need development.

### **Goal Setting**

All regular full-time and part-time employees will begin the evaluation process in

July of each year by working collaboratively with their supervisor to create job specific key responsibilities/goals. At least two (2) of the key responsibilities should have a SMART goal included. Although two goals are required, it should be the intention to increase the number of goals associated with key responsibilities each year. For example, it is realistic for a new employee to begin with a couple of achievable goals, but a more tenured employee should be challenged to embrace goal setting that will allow them to explore new opportunities, solve problems or prepare for career growth.

Example: Key Responsibility: Operate equipment safely

New Employee: I will attend training on how to operate a backhoe and will gain experience by operating a backhoe at least three times during this evaluation period.

More Tenured Employee: By the end of the 4th quarter, I will attend a train the trainer on how to operate a backhoe safely and will then train my crew on backhoe safety. I will ensure each crewmember has an opportunity to operate the backhoe at least three times during this evaluation period.

Once the key responsibilities/goals are established, they will be entered into Neogov/PERFORM by the employee and approved by their supervisor. Any changes to the goals once approved, will require Chief of Police and Human Resources approval.

#### Detailed Schedule

The performance evaluation process involves employee self-evaluation, supervisor rating, and meetings intended to provide formal feedback to employees that focuses on strengths and areas of development and also allows for discussion on both short and long-term goals, career planning and professional development opportunities.

Month	Action	Responsible	Approver
Early May	Employee Self-Rating	Employee	NIA
Late May	Manager Ratings	Manager	Dept. Head/HR
June	Conduct Formal Employee Review	Manager/Employee	NIA
Late June	Final Sign-Off of Evaluation	Manager/Employee	NIA


#### Performance Improvement Plan (PIP)

Should the evaluated employee receive three (3) or more "Needs Improvement", the supervisor will develop a Performance Improvement Plan, noting the reason for the PIP and a recommended plan for improvement.

negotiations shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the negotiations and up to and until a new employment Agreement has been reached between the Parties.

In witness whereof, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023, intending to be legally bound thereby:

  
\_\_\_\_\_  
Keith George,  
President, Metropolitan Alliance of Police

  
\_\_\_\_\_  
Thomas Muradian,  
MAP #168 Representative

\_\_\_\_\_  
Ray Bogdanowski, President  
Village of Lake in the Hills



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 8, 2023

**DEPARTMENT:** Public Works

**SUBJECT:** Purchase One 2024 Ford F450 Dump Truck and Outfitting Services

## EXECUTIVE SUMMARY

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Staff seeks Board approval to purchase a truck cab and chassis from Sutton Ford of Matteson, IL and to purchase vehicle outfitting services from Henderson Products of Huntley, IL.

The Fiscal Year (FY) 2023 Village budget includes \$145,000.00 for the replacement of unit 23 a 1½ ton dump truck used by the Public Works Streets Division. Village staff researched different vehicle makes and models and determined that purchasing a Ford F-450 would provide the most value to the Village. After identifying the specifications for the vehicle, staff researched a number of purchasing cooperatives, which are aggregated joint purchasing programs that receive competitive bid prices for vehicles for government purchase. Staff determined that the Suburban Purchasing Cooperative's joint bid for Ford F-450 cab and chassis, awarded to Sutton Ford of Matteson, IL, and the Sourcewell Cooperative's joint bid for vehicle outfitting services, awarded to Henderson Products of Huntley, IL, provides the best pricing for the replacement vehicle that Village needs to purchase.

## FINANCIAL IMPACT

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The Village's 2023 budget includes \$145,000.00 in the capital improvement fund for the purchase of the replacement vehicle. The total expense for the Ford F-450 cab and chassis is \$62,372.00 and the total expense for the vehicle outfitting is \$70,169.00 for a total cost of \$132,541.00 which is \$12,459.00 under the budgeted amount.

## ATTACHMENTS

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1. Cab and Chassis Specifications
2. Vehicle Outfitting Specifications

## RECOMMENDED MOTION

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Motion to approve the purchase of one Ford F450 cab and chassis from Sutton Ford of Matteson, IL, through the Suburban Purchasing Cooperative in the amount of \$62,372.00.

Motion to approve the purchase of vehicle outfitting services from Henderson Products of Huntley, IL, through the Sourcewell Cooperative in the amount of \$70,169.00.



**2024 FORD F450 CONTRACT #226**



[WWW.SUTTONTRUCKS.COM](http://WWW.SUTTONTRUCKS.COM)

**CONTACT: BRIAN TARPO, MUNICIPAL ACCOUNTS MANAGER**

**PHONE 708-720-8008**

**EMAIL: [btarpo@suttonford.com](mailto:btarpo@suttonford.com)**

**2024 FORD F450 REG CAB 4X2 60 CA  
BASE PRICE \$46,483**





Please enter the following information

Agency Name & Address Village of Lake in the Hills  
9010 Haligus Road  
Lake in the Hills IL 60156

Contact Name Guy Fehrman

Contact phone number 847-960-7500

Purchase order number \_\_\_\_\_

Total Dollar amount \$62,372.00

Total number of units 1

Tax Exempt # E99950936

Delivery Address 9010 Haligus Road  
Lake in the Hills IL 60156  
\_\_\_\_\_

**PLEASE SUBMIT P.O. & TAX EXEMPT LETTER WITH VEHICLE ORDER**

**Sutton Ford Commercial Truck Center**

**21315 Central Ave**

**Matteson, IL 60443**

**Contact : Brian Tarpo**

**Phone# 708-720-8008**

**E-Mail: [btarpo@suttonford.com](mailto:btarpo@suttonford.com)**

## MECHANICAL

- Brakes – Four-wheel Disc Brakes; Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
  - 7.3L 2V DEVCT NA PFI V8 Gas Standard
- Operator Commanded Regeneration (OCR) (6.7L Power Stroke Diesel engine only)
- Transmission – Ten-Speed Automatic Transmission with Neutral Idle and Selectable Drive

Modes: Normal, Eco, Slippery Roads, Tow/Haul

- Transmission Power Take-Off Provision

## EXTERIOR

- Bumper – front, black painted
- Fender vents – front
- Fuel Tank
  - 40 gallon aft axle
- Glass – solar-tinted
- Grille – black painted
- Scuff plates – front, color-coordinated
- Splash Guards/Mud Flaps – Front (F-450/550/F-600 only)
- "Three Blink" Lane change signal
- Tow hooks – front (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut & labeled
- Wheels
  - F-350 SRW – 18" Argent Painted Steel wheel w/Painted Hub Cover/Center

## Ornaments

- F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments not included)
- F-450, F-550 & F-600 – 19.5" Argent Painted Steel
- Manual Locking Hub (4x4)
- Windshield Wipers – intermittent

## INTERIOR/COMFORT

- 8" LCD Productivity Screen: Includes menus for Gauge Setup, Trip Computer, Fuel

Economy and Towing/Off-Road applications

- 12V Powerpoint, auxiliary
- Air conditioning – single-zone, manual
- Air conditioning vents – black w/chrome ring and knob
- Cabin Air Particulate Filter

- Door-trim – armrest/grab handle and reflector
- Floor covering – black, full length vinyl
- Mirror – rearview 11.5" day/night
- Outside Temperature Display
- Power Equipment Group – 1
- 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay
- Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side)
- Steering – power
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead
- Upfitter switches – 6 located in Overhead Console
- Window – Rear, fixed

#### SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
  - Belt-Minder® (front safety belt reminder)
  - Driver and passenger frontal airbag; passenger side deactivation switch
  - Headlamps – Quad beam jewel effect halogen
  - Lamps – Roof marker/clearance – LED
  - Mirrors – manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
  - Remote keyless entry
  - Safety Belts – w/height adjustment (front-outboard seating positions only)
  - Safety Canopy® System (incl. side-curtain airbags)
  - Stationary Elevated Idle Control (SEIC)
  - SecuriLock® Passive Anti-Theft System (PATS)
  - SOS Post-Crash Alert System™
- #### FORD CO-PILOT360™ TECHNOLOGY
- Audible Lane Departure Warning
  - AutoLamp – Auto On/Off Headlamps
  - Cruise Control (Steering wheel-mounted)

- Pre-Collision Assist (PCA) with Automatic Emergency Braking (AEB)

**FUNCTIONAL**

- Alternators:

- 7.3L 2 Valve Gas – 250 AMP

- 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 250 AMP

- Audio – AM/FM stereo (four (4) speakers)

- FordPass™ Connect 4G Wi-Fi Modem

- 4G LTE Wi-Fi hotspot connects up to 10 devices<sup>1</sup>

- Remotely start, lock and unlock vehicle<sup>2</sup>

- Schedule specific times to remotely start vehicle

<sup>2</sup>

- Locate parked vehicle

<sup>2</sup>

- Check vehicle status<sup>2</sup>

**Note: Ford Telematics™ and Data Services Prep included for Fleet Only:**

FordPass™ Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at [www.fleet.ford.com](http://www.fleet.ford.com) or call 833-FCS-FORD or 833-327-3673.

- Stabilizer bars – front & rear

- SYNC® 4

- Enhanced Voice Recognition Communication and Entertainment

- 911 Assist®

- 8" LCD Center Stack screen

- AppLink®

- Smart-Charging USB port – one (1)

- Trailer Brake Controller

	OPTION CODE		PRICE
<input type="checkbox"/>	F4G	XL 4X2 REGULAR CAB 84" CA	\$48,495
<input type="checkbox"/>	F4G	XL 4X2 REGULAR CAB 108" CA	\$48,649
<input type="checkbox"/>	F4G	XL4X2 REGULAR CAB 120" CA	\$48,809
<input type="checkbox"/>	X4G	XL 4X2 SUPER CAB 60" CA	\$50,400
<input type="checkbox"/>	X4G	XL 4X2 SUPER CAB 84" CA	\$50,557
<input type="checkbox"/>	W4G	XL 4X2 CREW CAB 60" CA	\$51,353
<input type="checkbox"/>	W4G	XL 4X2 CREW CAB 84" CA	\$51,516
<input type="checkbox"/>	F4H	XL 4X4 REGULAR CAB 60" CA	\$50,950
<input checked="" type="checkbox"/>	F4H	XL 4X4 REGULAR CAB 84" CA	\$51,108
<input type="checkbox"/>	F4H	XL 4X4 REGULAR CAB 108" CA	\$51,263
<input type="checkbox"/>	F4H	XL 4X4 REGULAR CAB 120" CA	\$51,421
<input type="checkbox"/>	X4H	XL 4X4 SUPER CAB 60" CA	\$53,560
<input type="checkbox"/>	X4H	XL 4X4 SUPER CAB 84" CA	\$53,714
<input type="checkbox"/>	W4H	XL 4X4 CREW CAB 60" CA	\$54,516
<input type="checkbox"/>	W4H	XL 4X4 CREW CAB 84" CA	\$54,668
	OPTION CODE	POWERTRAINS	DEALER INVOICE W/HOLDBACK
<input checked="" type="checkbox"/>	99T	6.7L Diesel 6.7L Diesel (X4G w/ 192 wheelbase)	\$9,096
<input type="checkbox"/>	X4N	Axle, Limited Slip 4.10 Ratio (6.7L)	\$360
<input checked="" type="checkbox"/>	X4L	Axle, Limited Slip 4.30 Ratio (6.7L)	\$360
<input type="checkbox"/>	X8L	Axle, Limited-Slip 4.88 Ratio (7.3L)	\$360
	OPTION CODE	TIRES	DEALER INVOICE W/HOLDBACK
<input type="checkbox"/>	64D	Wheels, Forged Polished Aluminum (w/ XLT)	\$997
<input type="checkbox"/>	TGM	LT225/70Rx19.5G BSW Traction (4) A/P (2)	\$173
<input checked="" type="checkbox"/>	TGK	LT225/70Rx19.5G BSW Traction (Six) (4x4)	\$195
<input type="checkbox"/>	512	Spare Tire, Jack and Wheel	\$319
	TRIM TYPE	SEATS	PRICE

<input type="checkbox"/>	L	Vinyl High Back Bucket	\$323
<input type="checkbox"/>	2	Cloth Luxury Captains Chairs w/ Console	\$273
<input type="checkbox"/>	1	Cloth 40/20/40 Split Bench - (XL Only) (Regular Cab)	\$91
<input type="checkbox"/>	1	Cloth 40/20/40 Split Bench - Crew Cab (XL Only)	\$286
<input type="checkbox"/>	1	Cloth 40/20/40 Split Bench - Super Cab (XL Only)	\$91
<input type="checkbox"/>	4	Cloth High Back Bucket - Regular	\$468
<input type="checkbox"/>	4	Cloth High Back Bucket - Super	\$468
<input type="checkbox"/>	4	Cloth High Back Bucket - Crew	\$559
	<b>OPTION CODE</b>	<b>OTHER OPTIONS (continued)</b>	<b>PRICE</b>
<input type="checkbox"/>	98G	CNG/LPG Fuel Capable Engine (w/ 7.3L only)	\$286
<input checked="" type="checkbox"/>	18B	Platform Running Boards (w/ Regular Cab)	\$291
<input type="checkbox"/>		Platform Running Boards (w/ Super/Crew Cab)	\$405
<input type="checkbox"/>	166	Carpet Delete	(46)
<input type="checkbox"/>	16T	Floor Mats, All-Weather (Excludes Carpet Floor Mats)	\$119
<input type="checkbox"/>	65M	Fuel Tank, 26.5 Gal. Midship	\$114
<input type="checkbox"/>	65C	Fuel Tank, Dual Diesel (26.5 Gal. & 40 Gal.)	\$569
<input checked="" type="checkbox"/>	41H	Heater, Engine Block	\$91
<input checked="" type="checkbox"/>	473	Snow Plow Package	\$228
<input type="checkbox"/>	41P	Skid Plate Package	\$91
<input type="checkbox"/>	68D	15K GVWR Package	NC
<input type="checkbox"/>	68L	16K GVWR Package	NC
<input type="checkbox"/>	60X	Automated Emergency Braking (AEB) Removal – XL only	NC
<input type="checkbox"/>	86K	Programmable Engine Idle Shutdown Timer	\$228
<input type="checkbox"/>	86M	Dual Batteries (78 Amp.)	\$191
<input type="checkbox"/>	86S	Low Deflection Package	\$100
<input checked="" type="checkbox"/>	67X	Suspension Package, Extra Heavy Service	\$114
<input type="checkbox"/>	67H	Suspension Package, Heavy Service	\$114
<input type="checkbox"/>	61J	Tire Jack	\$50
<input type="checkbox"/>		Tire Jack (with spare tire)	NC
<input type="checkbox"/>	535	High Capacity Trailer Tow	\$528

<input type="checkbox"/>	41A	Rapid-Heat Supplemental Cab Heater	\$228
<input checked="" type="checkbox"/>	61L	Front Wheel Well Liners	\$164
<input checked="" type="checkbox"/>	872	Rear View Camera & Prep Kit	\$377
<input type="checkbox"/>	59H	Center High Mount Stop Lamp (CHMSL)	NC
<input type="checkbox"/>	52S	Interior Work Surface	\$128
<input type="checkbox"/>	43K	Pro Power 2K W	\$897
<input type="checkbox"/>	76C	Exterior Back-up Chime	\$160
<input type="checkbox"/>	945	Stainless Steel Wheel Cover (w/642)	\$455
<input type="checkbox"/>	96V	XL Value Package	\$1,961
<input type="checkbox"/>	67P	Extra HD Front End Suspension - GAWR 7,500 lbs.	\$260
<input type="checkbox"/>	43C	110V/400W Outlet	\$160
<input type="checkbox"/>	63C	Aft-Axle Frame Extension (beyond wheel base)	\$104
<input type="checkbox"/>	67B	Dual Extra Heavy-Duty Alternator	\$104
<input type="checkbox"/>		Dual Extra Heavy-Duty Alternator w/ 43C & 473 (XL)	\$104
<input type="checkbox"/>	21X	Vehicle Safe by Console Vault	\$319
<input type="checkbox"/>	18Y	Upfit Integration System Removal	(364)
<input type="checkbox"/>	PD4	Paint, Rapid Red Metallic Tinted Clearcoat (Chassis Cabs)	\$228
<input type="checkbox"/>	PR7	Paint, Glacier Grey Metallic Tri-Coat (Chassis Cabs)	\$451
<input type="checkbox"/>	PAZ	Paint, Star White Metallic Tri-Coat (Chassis Cabs)	\$451
	OPTION CODE	LIMITED PRODUCTION OPTIONS	PRICE
<input type="checkbox"/>	47A	Ambulance Preparation Package	\$1,096
<input type="checkbox"/>	47L	Ambulance Prep. Pkg. (Special Emissions)	\$1,096
<input type="checkbox"/>	47J	Fire Rescue Prep. Pkg. (Special Emissions)	\$1,096
	OPTION CODE	FLEET OPTIONS	PRICE
<input type="checkbox"/>	927	Customizable Speed Limit (75 mph)	\$73
<input type="checkbox"/>	91G	360-Degree Dual Beacon LED Warning Strobes – White	\$592
<input type="checkbox"/>	91S	360-Degree Dual Beacon LED Warning Strobes – Amber	\$592
<input type="checkbox"/>	51D	Spare Tire Delete (Only available to Pool Accounts for sale to RI)	(78)
<input type="checkbox"/>	PGR	Paint, Green (Fleet Only)	\$600

<input type="checkbox"/>	PW6	Paint, Green Gem (Fleet Only)	\$600
<input type="checkbox"/>	PMB	Paint, Orange (Fleet Only)	\$600
<input type="checkbox"/>	PBY	Paint, School Bus Yellow (Fleet Only)	\$600
<input type="checkbox"/>	PE4	Paint, Vermillion Red (Fleet Only)	\$600
<input type="checkbox"/>	PAT	Paint, Yellow (Fleet Only)	\$600
	OPTION CODE	MISC	PRICE
<input checked="" type="checkbox"/>	DELIVER	DELIVER TO CUSTOMER	\$175
<input checked="" type="checkbox"/>	TITLE	DEALER WILL TITLE AND PLATE	\$173

<input type="checkbox"/>	UM	AGATE BLACK METALLIC	NC
<input type="checkbox"/>	HX	ANTIMATTER BLUE METALLIC	NC
<input type="checkbox"/>	M7	CARBONIZED GRAY METALLIC	NC
<input type="checkbox"/>	JS	ICONIC SILVER METALLIC	NC
<input checked="" type="checkbox"/>	Z1	OXFORD WHITE	NC
<input type="checkbox"/>	PQ	RACE RED	NC
<input type="checkbox"/>	LJ	DARKENED BRONZED METALLIC	NC
<input type="checkbox"/>	GR	GREEN	\$600
<input type="checkbox"/>	MB	ORANGE	\$600
<input type="checkbox"/>	BY	SCHOOL BUS YELLOW	\$600
<input type="checkbox"/>	E4	VERMILLION RED	\$600
<input type="checkbox"/>	AT	YELLOW	\$600
<input type="checkbox"/>	W6	GREEN GEM	\$600





# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 1  
Quote #162024  
Rev #66

To: VILLAGE OF LAKE IN THE HILLS  
Attn:  
Quote Date: 7/18/2023  
Valid Until: 8/17/2023

Quoted By: Brad Peters  
Phone: 973-347-1537  
Cell:  
Fax: 563-927-7050  
Email: bpeters@hendersonproducts.com

Quoted:  
LITH F450 WITH HENDERSON SUPPLIED CHASSIS

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

### Mark III utility sized single axle dump body

Body Length: **9' 6" body length**  
Side / Tailgate Height: **18" side height / 24" tailgate height 3.9/5.3 yd**  
Hoist Type: **Scissor hoist, NTEA class 40 (Req's Min 3250 PSI)**  
Side Construction: **Double Wall 12 ga FIXED Sides**  
Optional Sides/Ends Materials: **201SS sides and ends**  
Optional Floor Materials: **3/16" AR400 floor ILO std grade 50**  
Tailgate Style: **Quick Release handle offset toward curb side**  
Headsheet Type: **Inward tapered headsheet with integral 53" cabshield**  
Integral Cabshield Notice: **!!!DEALER TO VERIFY CHASSIS CAB CLEARANCE PRIOR TO ORDER!!!**  
Option 1 Description: **10 GAUGE ILO 12 GUAGE**  
Option 2 Description: **DEDUCT STANDARD LIGHT KIT**  
Option 3 Description: **LIGHTS IN CABSHIELD, 2 FW, 4 RW, 1 EA SIDE**  
Option 4 Description: **TWO REAR FACING LIGHT HOLES IN EACH REAR BOLSTER**  
Option 5 Description: **NO WINDOS IN HEADSHEET**

### TGS salt / sand spreader

TROUGH MATERIAL: **201SS**  
AUGER SIZE AND TYPE: **6" dia. auger, 5:1 gearcase drive**  
MOUNTING BRACKETS: **Standard Mount Kit 96" Width**  
AUGER SPEED SENSOR: **Auger speed sensor**  
Option 1 Description: **SLURRY TUBE KIT INSTALLED**

### PWS liquid pre-wetting system

Power Source: **Hydrualic Powered Pump**  
Application: **Munibody**  
Product Size: **Munibody 9ft RDO**  
Control Box: **No Valve, Hydraulic Powered Pump and Flow Meter**  
Pump: **Standard 4.1 GPM Bronze Gear Pump**





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## CUSTOMER QUOTE

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### Installation Workup

Facility: **IDC-IL**

Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**

Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**

Chassis Make: **Ford**

Chassis Model Yr: **2023**

Chassis Model: **F450**

Useable CA/CT: **84in.**

Pump Location: **Transmission Mount Pump**

Transmission Type: **Automatic**

Transmission Model: **Allison Transmission**

Front Plow Type: **Western/Fisher Type Plow**

Western/Fisher Plow Spec: **(1)165177 PLOW,WESTERN,9ft. PRO PLUS**

Plow Options 1: **(1)162923 DEFLECTOR,RUBBER,KIT,9ft.**

Dump Body Type: **Mark Three**

Floor Length: **9' floor length**

Hoist Type: **Benchpress Scissor Hoist W/ Subframe**

Cylinder Type: **Double Acting**

Body Material (Sides/ends): **Stainless Steel Type Body Material**

Cabshield Install: **Supplied/Installed @ Factory (sales to order w/ unit)**

Shovel Holder: **(1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt**

Shovel Holder Loc (1): **Driver side body**

Fuel Fill Neck Mod, Ford/Dodge: **Yes**

Def Tank Filler Tube Mod, Ford: **Yes**

### Body Spec Notes:

Spreader Type: **TGS**

TGS Drive Type: **Hydraulic Drive**

TGS Spinner Configuration: **Single Spinner Install**

TGS Body Type: **Standard straight gate body install**

TGS mounting type: **STD TGS brackets (supplied with unit)**

HYD QD Mount Brackets: **Stainless Steel QD Mount in front of dump body bolster**

Spreader Options 1: **(3)164575 LIGHTBAR,17in.,11 LED RED,S/T/T**

Spreader Options 2: **(3)162146 CABLE,4PIN,M12,M-F,2M**

Prewet/Liquid System: **Frame Mount Prewet System**

Configuration: **IDC Supplied (sales to quote from vendor)**

Vendor Supplied Kit: **(1)165743 MOUNT KIT,TANK,120G,SS; VAR CS120-MK-SS**

Install Location: **Cradle Mount (verify fit or CA/CT if Req'd)**

Drive Configuration: **Hydraulic Drive, Henderson Supplied (Sales to order w/unit)**

Controls: **Supplied by IDC (sales to order w/ hyd cntrls)**

Liquid Options 1: **(1)161566 TANK,POLY,2.5 GAL,FLUSH**

Liquid Options 2: **(1)165484.201 BRACKET,MOUNT,FLUSH TANK**

Liquid Options 3: **(1)165742 TANK KIT,PREWET,120G,CS MNT**





# HENDERSON

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PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

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### Liquid Details:

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**

Mudflaps (Rear): **Frame Mounted w/Logo**

Mudflap Type (Rear): **Frame Mounted, SS (w/Logo)**

Pintle Plate: **Yes (select from options below)**

Pintle Plate Configuration: **1 Ton, 5/8" Plate, 2" Recvr (w/3LTC)**

Pintle Plate D-Rings: **Qty (2) 5/8" D-rings**

Trailer Plug (2): **7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)**

Truck Wash: **Complete Truck Wash/Clean/Vac 1**

Warranty: **Standard 1 Year Warranty**

Inspection: **Walk-around meeting only**

Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**

Chassis Install Options 1: **(2)108753.201 FLAT,MUDFLAP BRKT**

Chassis Install Options 2: **(1)160932 FENDER SET,ONE TON**

Chassis Install Options 3: **(2)162028 KIT,MOUNT,FENDER,PR,MULTI MNT**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**

Power Distribution Panel: **Power Distribution Panel**

Worklight(s) QTY: **(QTY 2) Work Lights (Select type below)**

Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**

Worklight (1) Gen Location: **On rear of body**

Worklight (2) Type: **LED, Worklight, 4in Round (Optilux)**

Worklight (2) Gen Location: **On rear of body**

Cabshield Warning Light Qty: **Qty 6 Lights (Order Holes with Unit)**

Cabshield Warning Lights: **QTY 6, 6" LED Oval Strobes, Amber (order holes w/unit)**

Cabshield S/T/T: **QTY 2, 6.5" LED S/T/T for Cabshield (order boxes w/unit)**

Cabshield Lighting Harness: **Cabshield Warning (2-6) & STT**

Rear Dump Bolster (S/T/T): **LED S/T/T/BU, MK3, Grote harness light kit**

OEM Light Remount: **Remount OEM Chassis Lights**

Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**

Back up alarm: **Backup Alarm, 97db**

Body up switch/light: **Body UP Switch/Body Up Light (Trucklite)**

Backbone & Wire Standoffs: **10' Backbone (For SA)**

Camera: **Camera supplied with chassis**

Electrical Install Opt 1: **(1)157992.201 BRACKET,MOUNT,CAMERA,RVS,ZONE**

### Electrical Spec Notes:

Hydraulics: **Full Hydraulic Package**

Hyd Supplier: **Force America (Select Pkg Below)**

Hyd Supplier (Spec): **QT001-1295043-1**

Controls Type: **Electric Controls**

PTO Type: **Included in Hydraulics Package**

Reservoir Type: **Supplied With Hydraulics**





# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 4  
Quote #162024  
Rev #66

Valve Enclosure Type: **Supplied With Hydraulics**  
SS Tubing Upgrade: **1 Ton Kit (w/spreader)**  
Quick Coupler Upgrade: **Standard Quick Couplers**  
Hyd Options 1: **(1)153195.201WLDT,MNT,HEADREST,HYD,FORD**

**Hydraulics Notes:**

FORCE 1 PKG W/5100EX, CONTROLLER, ELECTRIC JOYSTICK PKG, PTO/PUMP ON TRANSMISSION, AND SS VALVE/TANK COMBO

Single package: \$70,169.00  
Package(s) : 1  
Total: \$70,169.00

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

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

Quote notes:  
SOURCEWELL NUMBER 94223





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 8, 2023

**DEPARTMENT:** Public Works

**SUBJECT:** IDOT forms for Phase I Engineering Services for Crystal Lake Road, Miller Road and Frank Road

## EXECUTIVE SUMMARY

---

Staff seeks Board approval of the following Illinois Department of Transportation (IDOT) Resolution for Improvement forms for the Phase I Engineering Services for Crystal Lake Road, Miller Road and Frank Road.

To use Motor Fuel Tax (MFT) funds, IDOT requires that the Village Board of Trustees appropriate the funds by approving IDOT Resolutions for Improvement. As shown on the Resolutions, the total amount of MFT funds the Village plans to use this year is \$221,033 consisting of phase I engineering services. The task orders associated with this work and the IDOT Engineering Services Agreement forms were previously approved at the July 13, 2023 Village Board meeting.

## FINANCIAL IMPACT

---

The FY 2023 Motor Fuel Tax Fund budget included a total of \$250,300 for Phase I Engineering Services for these projects. The IDOT Resolutions presented total \$221,033 for a savings of \$29,267.

<b>Project</b>	<b>Budget</b>	<b>Actual</b>	<b>Diff</b>
Miller Road	\$61,100	\$54,510	\$6,590
Crystal Lake Road	\$37,500	\$36,969	\$531
Frank Road	\$151,700	\$129,554	\$22,146
Total	\$250,300	\$221,033	\$29,267

## ATTACHMENTS

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1. IDOT Resolution for Improvement for Miller Road
2. IDOT Resolution for Improvement for Crystal Lake Road
3. IDOT Resolution for Improvement for Frank Road

## RECOMMENDED MOTION

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Motion to approve an IDOT Resolution for Improvement for Miller Road.

Motion to approve an IDOT Resolution for Improvement for Crystal Lake Road.

Motion to approve an IDOT Resolution for Improvement for Frank Road.



## Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

### Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

### Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

### Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.**

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District





Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type: Original, Resolution Number, Section Number: 23-00045-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills

the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row: Crystal Lake Road, 1, 4038, Algonquin Road, Miller Road

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase I engineering for street resurfacing, pavement patching, sidewalk replacement and curb & gutter replacement.

2. That there is hereby appropriated the sum of Thirty-Six Thousand, Nine Hundred Sixty-Nine and 00/100

Dollars (\$36,969.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Shannon DuBean, Village Clerk in and for said Village of Lake in the Hills

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Lake in the Hills at a meeting held on August 10, 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this August, 2023 day of August, 2023

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation

## Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
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Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

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Contract or Day Labor

From the drop down choose either Contract or Day Labor.

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Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

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Existing Structure No.

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Insert the location of the structure.

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Insert the feature the structure crosses.

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Insert a description of the major items of work of the proposed improvement.

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Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

**Instructions for BLR 09110 - Page 2 of 2**

Name of Clerk	Insert the name of the LPA clerk.
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- District



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Original), Resolution Number, and Section Number (23-00043-00-PV)

BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills

the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Frank Road, 1, 3867, Algonquin Road, Miller Road

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase I engineering for street rehabilitation/reconstruction, path replacement and drainage improvements.

2. That there is hereby appropriated the sum of One Hundred Twenty-Nine Thousand, Five Hundred Fifty-Four and 00/100 Dollars (\$129,554.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Shannon DuBean, Village Clerk in and for said Village of Lake in the Hills

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this August, 2023 day of August, 2023

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation

## Instructions for BLR 09110 - Page 1 of 2

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## Instructions for BLR 09110 - Page 2 of 2

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- Engineer (Municipal, Consultant or County)
- District



# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** August 8, 2023

**DEPARTMENT:** Parks and Recreation

**SUBJECT:** Waiver of Section 43.09, Noise, of the Lake in the Hills Municipal Code

## EXECUTIVE SUMMARY

---

The annual Summer Sunset Festival will be held Friday, September 1, 2023 to Sunday, September 3, 2023 at Sunset Park, 5200 Miller Road. This Village event offers musical entertainment throughout the weekend, a carnival, fireworks display and utilizes a sound system to make various announcements. The planning Committee for the event is requesting the Village Board waive the provisions of Section 43.09 of the Municipal Code to allow for festival activities, including music and announcements through 11:00 p.m. each day of the event at Sunset Park.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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None.

## RECOMMENDED MOTION

---

Motion to grant a waiver to Section 43.09, Noise, of the Municipal Code to allow for festival activities, including music and announcements through 11:00 p.m. on Friday, September 1, Saturday, September 2, and Sunday, September 3, 2023 at Sunset Park.



# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** August 8, 2023

**DEPARTMENT:** Parks and Recreation

**SUBJECT:** Issuance of a Pyrotechnic Fireworks License to Mad Bomber Fireworks for the Summer Sunset Festival

## EXECUTIVE SUMMARY

---

The Village issued a Request for Quotation for the Summer Sunset Festival Fireworks Display to be held on September 3, 2023. With only two responses, Mad Bomber Fireworks was selected as the pyrotechnics provider for this year's event. The quantity and size of the shells being proposed for \$15,000 under Mad Bomber was significantly more than the second bidder. Staff has discussed the concerns regarding the length of last year's show with Mad Bomber and determined that the budget will need to be increased in future years in order to extend the length of the show.

Mad Bomber has submitted the required "Application for License for Public Displays of Fireworks, Pyrotechnics or Other Explosives." Their application has been reviewed by staff, who has confirmed that the Village is in receipt of the required documents. In addition, the applicant has provided proof of approval of the proposed display by the Fire Marshall of the Huntley Fire Protection District.

The applicant has requested a waiver of the \$250 application fee, which is consistent with the Village's practice in prior years. Having met all of the Village's requirements, staff is recommending the Board approve the application and waive the \$250 application fee as requested.

## FINANCIAL IMPACT

---

FY2023 includes \$15,000 for the fireworks for the Summer Sunset Festival. The agreement with Mad Bomber Fireworks is \$15,000.

## ATTACHMENTS

---

1. Application for License for Public Displays of Fireworks, Pyrotechnics or Other Explosives
2. Requesting waiver of \$250.00 Application Fee
3. Mad Bomber Proposal Response

## RECOMMENDED MOTION

---

Motion to issue a pyrotechnic fireworks license to Mad Bomber Fireworks for the Summer Sunset Festival on Sunday, September 3, 2023 and waive the application fee.





VILLAGE OF LAKE IN THE HILLS  
 APPLICATION FOR LICENSE FOR PUBLIC DISPLAYS OF FIREWORKS,  
 PYROTECHNICS OR OTHER EXPLOSIVES

Attached to this Application is a full copy of Chapter 43, Section 43.06 of the Lake in the Hills Municipal Code. Please review this to ensure that your application meets all criteria.

Applicant: Submit this application and the following additional items to the Village Clerk's Office, Village of Lake in the Hills, 600 Harvest Gate, Lake in the Hills, Illinois 60156; Phone (847) 960-7410. Application must be submitted to the Village Clerk with supporting documentation at least fifteen (15) business days in advance of the proposed date of the display. Once the application has been approved, the Village will forward you a copy which will serve as evidence of your permit. This copy must be made available upon request during the Public Display.

1. A current BATFE license for distribution to display fireworks.
2. A copy of the Pyrotechnic license issued by the State of Illinois and a list of Pyrotechnic licenses issued to the Applicant by other states.
3. Proof of insurance coverage for General Liability of \$1,000,000 per occurrence with a \$2,000,000 aggregate and an additional \$1,000,000 excess umbrella policy, Worker's Compensation with statutory levels and employer's liability of \$500,000 per occurrence. All Certificates of Insurance must have the Village of Lake in the Hills listed as an additional insured.
4. Proof of a current United States Department of Transportation (USDOT) Identification Number and Hazardous Materials Registration Number.
5. Proof that the applicant is eighteen years of age.
6. Application fee in the amount of \$250.00.
7. Proof of approval of such proposed display by the Chief of the Fire Protection District that has jurisdiction where the display will be conducted.
8. Depiction of the site where the proposed pyrotechnic display will be conducted drawn to scale.

Applicant Name: MARK LOEWE  
 Company Name: PLANET PRODUCTIONS MAO COMBUST FIREWORKS FEIN: 35-2048232  
 Address: 3999 E HUPP RD R-3-1 LA PORTE, IN 46350  
 Phone Number: 877 623 2662 Date of Birth: [REDACTED]

Individual in charge of firing the display: (licensed lead pyrotechnic operator)  
 Name: MARK LOEWE  
 Address: 411 WINDERMERE WAY LITH, IL 60156  
 Phone Number: 847 354 5105 Date of Birth: [REDACTED]

Experience of Individual in charge of firing the display: LEAD PYROTECHNICIAN  
FOR 28 YEARS, STATE OF ILLINOIS LICENSED OPERATOR

Date and Time of day at which display is to be held: 3RD SEPTEMBER 2023  
AT APPROXIMATELY 2100 HRS

Numbers and Kinds of Fireworks to be Discharged: SEE SUBMITTED AND ACCEPTED PROPOSAL FROM 2023

Manner and Place of Storage of Fireworks Prior to the Display: STATE AND FEDERAL LICENSED STORAGE MAGAZINE LOCATED IN UNINCORPORATED KANE COUNTY.

In the past 24 months, has anyone listed above received a citation for, been convicted of, or entered a guilty plea to violation(s) of the State of Illinois Fireworks Act, Federal Fireworks Laws and Regulations, other States' Firework Laws, or any court order relating to the sale or offer to sell of wholesale or retail fireworks?

Yes  No IF YES, PROVIDE DETAILS: \_\_\_\_\_

I swear that the statements made on this application are correct according to the best of my knowledge and belief. I further affirm that I am not currently in default of any financial obligation to the Village of Lake in the Hills. The Service Provider will hold the Village of Lake in the Hills harmless for any and all claims.

[Signature]  
(Applicant's Signature)

8-3-2023  
(Date)

Subscribed and sworn to before me this  
3<sup>RD</sup> day of AUGUST, 2023  
Tracey A Padula  
Notary Public



By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

**MAD BOMBER**  
**FIREWORKS PRODUCTIONS**

**411 Windermere Way \* Lake in the Hills, IL 60156 \* (847) 354-5105**  
**mark@madbomberfireworks.com**

Nancy Sujet  
Village of Lake in the Hills  
600 Harvest Gate  
Lake in the Hills, IL 60156

August 3<sup>rd</sup>, 2023

Nancy,

As the selected vendor for the 2023 Summer Sunset Fest fireworks display, I would like to request a waiver of the \$250.00 application for license for public display of fireworks fee.

If you have any questions or concerns, please contact me at any of the above methods.

Sincerely,

Mark L. Loewe





# Request for Quotation

## EXHIBIT B FIREWORKS DISPLAY PROPOSAL

### OPENING BARRAGE

Shell Information:	Quantity	Size (in inches)	Description/Type of Shell
	36	x 3 inch	See attached paperwork
	4	x 4 inch	
	2	x 5 inch	
	1	x 6 inch	
		x	
<b>Total Shells:</b>	43		
<b>Length (in minutes):</b>	30 seconds		

### SPECIAL FLIGHTS & BARRAGES

Shell Information:	Quantity	Size (in inches)	Description/Type of Shell
	42	x 3 Inch	See attached paperwork
	16	x 4 Inch	
	3	x 5inch	
		x	
		x	
<b>Total Shells:</b>	61		
<b>Length (in minutes):</b>	4 minutes		

### MAIN DISPLAY

Shell Information:	Quantity	Size (in inches)	Description/Type of Shell
	132	x 3 inch	See attached paperwork
	92	x 4 inch	
	60	x 5 inch	
	18	x 6 inch	
		x	
<b>Total Shells:</b>	302		
<b>Length (in minutes):</b>	14 Minutes		



# Request for Quotation

## MIDWAY BARRAGE

Shell Information:

Quantity		Size (in inches)	Description/Type of Shell
2032	x	2 inch	See attached paperwork
	x		
	x		
	x		
	x		

**Total Shells:** 2032

**Length (in minutes):** 4 minutes

## GRAND FINALE

Shell Information:

Quantity		Size (in inches)	Description/Type of Shell
144	x	3 inch	See attached paperwork
16	x	4 inch	
10	x	5 inch	
2	x	6 inch	
	x		

**Total Shells:** 172

**Length (in minutes):** 2.5 minutes

**GRAND TOTAL LENGTH (in minutes):** 25

**GRAND TOTAL SHELLS:** 2610

**TOTAL SUM FOR DISPLAYS:** \$ 15000.00



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 8, 2023

**DEPARTMENT:** Parks and Recreation

**SUBJECT:** LA Junior Golden Eagles Football Scoreboard Bill of Sale

## EXECUTIVE SUMMARY

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In 2009, the football Affiliate Organization, LA Falcons Football, approached the Village to place three (3) sets of football goalposts and two (2) battery powered scoreboards on the fields at Sunset Park. This was done on the condition that the items would become Village property, but that the affiliate would address ongoing maintenance and replacement needs.

In early 2023, the same football affiliate, now operating under the name Junior Golden Eagles, submitted a request to replace one of the scoreboards, which has become unreliable and malfunctions during game play. The affiliate worked with Village staff to schedule the installation of the new scoreboard. The affiliate successfully secured a permit for the work and provided all of the resources for the installation.

Since the Village owns the property, an updated contract identifying the replacement of the old scoreboard with the new scoreboard is needed. As such, staff has prepared the attached bill of sale for the new scoreboard. All other items from the 2009 bill of sale are still viable and in use.

## FINANCIAL IMPACT

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None

## ATTACHMENTS

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1. Bill of Sale

## SUGGESTED DIRECTION

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Motion for the Village of Lake of Lake in the Hills to approve the bill of sale as presented by the Lake in the Hills/Algonquin Falcons Youth Football, LTD., DBA LA Junior Golden Eagles.

**BILL OF SALE**

Seller(s), **Lake in the Hills/Algonquin Falcons Youth Football, LTD. DBA LA Junior Golden Eagles** an Illinois not-for-profit corporation, of the County of McHenry, State of Illinois, in consideration of its desire to update the scoreboard as part of its use of the Sunset Football facility, as defined in the Affiliate Organization Agreement, does here-by sell, assign, transfer and set over to Buyer(s), Village of Lake in the Hills of the Village of Lake in the Hills, McHenry County, Illinois, the following described personal property, to-wit:

**One (1) scoreboard located at 9200 Haligus Road (replacing a scoreboard previously in use at the same location)**

Seller(s) hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this BILL OF SALE. All warranties of quality, fitness and merchantability are hereby excluded.

If this Bill of Sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller(s) has caused this BILL OF SALE to be signed and sealed in its name this \_\_\_\_ day of \_\_\_\_\_, 2023

SELLER(S):

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

I, \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the Seller and authorized to sign this foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the instrument as their free and voluntary act for the purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public