



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

OCTOBER 10, 2024
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Ordinance Extending Tolling Agreement for the Video Gaming Push Tax
 - B. Police Department
 1. Mutual Aid Agreement for the McHenry County Sheriff S.W.A.T. Team
 2. Side Letter of Agreement with Metropolitan Alliance of Police, Chapter 90
 - C. Finance
 1. Insurance Plan Renewal Rates
 - D. Parks & Recreation
 1. Informational Item concerning Beach Operations Review
5. Adjournment

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

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

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: October 10, 2024

DEPARTMENT: Administration

SUBJECT: Ordinance Approving Fourth Addendum to the Push Tax Tolling Agreement

EXECUTIVE SUMMARY

The Village Board approved a Penny Per Push Amusement Tax ("Push Tax") on October 31, 2021, which generally requires the providers of video gaming machines ("Terminal Operators") to collect and remit a monthly tax equal to \$0.01 for each time a person makes a wager and plays a game on a video gaming machine.

Prior to the Village enacting the Push Tax, two other communities who had adopted similar Push Taxes were engaged in litigation with the Terminal Operators over the enforceability of the municipal Push Tax. Until those cases have fully progressed through the appeal process, our consortium recommends extending our tolling agreement with the Terminal Operators. As before, the tolling agreement reserves all legal claims and rights to pursue or defend the enforceability of the Push Tax once the tolling period expires.

The Board approved the initial Tolling Agreement through April 23, 2023, with Second and Third Addendums extending the expiration of the Agreement to October 31, 2024. A Fourth Addendum is now being proposed to further extend the term another year through October 31, 2025, while we await a proposal for resolution or the final appellate ruling.

It is important to note that any party can terminate the Tolling Agreement at any point in time, allowing the municipalities to terminate early if favorable case law indicates the Push Taxes are likely to be upheld as valid and collectible.

The only notable concession in the Tolling Agreement is that the municipalities are foregoing any late payment penalties or interest assessments against the Terminal Operators during the pendency of the tolling period. However, the principal tax balance would still be collectible if the Push Tax is ultimately upheld as enforceable. If the Tolling Agreement is not approved, the Village would need to engage in ongoing collection and legal enforcement activities against all Terminal Operators, beginning in November.

FINANCIAL IMPACT

There is no precisely measurable financial impact from the ordinance extending the Tolling Agreement. Nonetheless, the fiscal advantage is the savings in administrative time and legal expense by not issuing

notices of deficiency, conducting monthly hearings for the various Terminal Operators, and engaging in immediate litigation, all of which might be avoidable expense, depending on what the appellate court cases decide. The cost savings are estimated to be \$5,000-10,000 per month in staff time and legal expense. There is a potential loss of interest income from the Tolling Agreement, but if the Push Tax is ultimately enforceable, then it would be de minimis in the larger scheme of potential new revenue, and if the Push Tax is not ultimately enforceable, then it would not be collectible anyway.

ATTACHMENTS

1. Ordinance

RECOMMENDED MOTIONS

Motion to Approve an Ordinance Approving Entry of Fourth Addendum to Tolling Agreement with Video Gaming Terminal Operators for the Purpose of Tolling the Video Gaming Push Tax.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2024-_____

**An Ordinance approving entry of Fourth Addendum to
Tolling Agreement with Video Gaming Terminal Operators
for the purpose of tolling the Video Gaming Push Tax**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, ("Village") is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the power to tax and to incur debt, home rule powers and functions as granted in the Constitution of the State of Illinois; and

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

WHEREAS, the Village timely imposed an amusement tax of \$0.01 per push upon any person who participates in playing a video gaming terminal within its jurisdiction (collectively, the "Push Tax") to be collected and remitted by the video gaming terminal operators monthly; and

WHEREAS, in addition to the Village of Lake in the Hills, the Village of Algonquin, the Village of Carpentersville, the City of McHenry, and the City of Woodstock all have a genuine dispute relating to the collection and remittance of the Push Tax with the video gaming terminal operators; and

WHEREAS, there is litigation pending in the Appellate Court of Illinois First Judicial District, *Illinois Gaming Machine Operators Association, et al. v. The Village of Oak Lawn*, Case No. 23-0099, and in the Appellate Court of Illinois Second Judicial District, *Illinois Gaming Machine Operators Association v. City of Waukegan*, Case No. 2-22-0220, regarding the same or similar issues as are disputed between the municipalities and the video gaming terminal operators; and

WHEREAS, the Village desires to approve the entry of the Fourth Addendum to Tolling Agreement ("Agreement"), along with the other municipalities, with the video gaming terminal operators, for the purpose of amending language in Section 2 and 3 of the Agreement to extend the term of the Agreement through October 31, 2025, and otherwise with such Agreement, as previously amended,

remaining otherwise in full force and effect, and preserving its position during the pendency of the litigation; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills, Illinois, pursuant to the Village of Lake in the Hills home rule powers and all other powers provided to it by Article VII, Section 6 of the Constitution of the State of Illinois, and all other statutory authority, have determined that entering into the agreement with the video gaming terminal operators will serve and be in the best interests of the safety and welfare of the Village, its resident and its visitors.

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

SECTION 1: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: The Fourth Addendum to the Tolling Agreement by and between the Village of Lake in the Hills, the Village of Algonquin, the Village of Lake in the Hills, the City of McHenry, and the City of Woodstock, and J&J Ventures Gaming, LLC, Gold Rush Amusements, Inc., Accel Entertainment Gaming, LLC, Lattner Entertainment Group Illinois, LLC, Eureka Entertainment, LLC, Velasquez Gaming, LLC, Ashiq Gaming, LLC, and Pocket Aces Gaming, Inc. is hereby approved in substantially the form attached to this Ordinance as Exhibit A.

SECTION 3: The Village President is hereby authorized and directed to execute on behalf of the Village of Lake in the Hills, the Tolling Agreement and all documentation related thereto.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 10th day of October 2024 by roll call vote as follows:

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

APPROVED THIS 10TH DAY OF OCTOBER, 2024

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:

EXHIBIT A

FOURTH ADDENDUM TO TOLLING AGREEMENT

This Fourth Addendum to Tolling Agreement (“Fourth Addendum”) is part of the Tolling Agreement (“Agreement”), dated June 23, 2022, entered by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation, (“Algonquin”); the VILLAGE OF CARPENTERSVILLE, an Illinois municipal corporation, (“Carpentersville”); the VILLAGE OF LAKE IN THE HILLS, an Illinois municipal corporation, (“LITH”); the CITY OF McHENRY, an Illinois municipal corporation, (“McHenry”); and the CITY OF WOODSTOCK, an Illinois municipal corporation, (“Woodstock”), hereinafter individually a “Municipality” and collectively the “Municipalities,” and J&J VENTURES GAMING, LLC, an Illinois limited liability company, (“J&J”); GOLD RUSH AMUSEMENTS, INC., an Illinois corporation, (“Gold Rush”); ACCEL ENTERTAINMENT GAMING, LLC, an Illinois limited liability company, (“Accel”); LATTNER ENTERTAINMENT GROUP ILLINOIS, LLC, an Illinois limited liability company, (“Lattner”); EUREKA ENTERTAINMENT, LLC, an Illinois limited liability company (“UGG”), VELASQUEZ GAMING, LLC (“Velasquez”), an Illinois limited liability company, ASHIQ GAMING, LLC (“Ashiq”), an Illinois limited liability company, and POCKET ACES GAMING, INC. (“Pocket Aces”), an Illinois corporation, hereinafter individually a “Terminal Operator” and collectively the “Terminal Operators.” Said Agreement had been earlier amended by an August 2, 2022 Addendum between the Municipalities and the Terminal Operators to amend Section 4 of the Agreement, by an April 28, 2023 Second Addendum between the Municipalities and the Terminal Operators to amend Sections 2 and 3 of the Agreement to extend the expiration of the Agreement to October 31, 2023, and by an October 26, 2023 Third Addendum between the Municipalities and the Terminal Operators to amend Section 2 and 3 of the Agreement to extend the expiration of the Agreement to October 31, 2024.

This Fourth Addendum is strictly intended to further amend language in Sections 2 and 3 of the Agreement, without further modifying or superseding the Agreement, as previously amended, as otherwise stated, with such Agreement, as previously amended, remaining otherwise in full force and effect, with its effective date being June 23, 2022 as though part of the original Agreement.

Sections 2 and 3 of the Agreement, as previously amended, is hereby further amended to read as follows:

2. Tolling. All applicable time periods or time related matters, including, but not limited to, statutes of limitation, statutes of repose, or equitable positions including waiver or laches, with respect to any claims, causes of action, or defenses the Municipalities and Terminal Operators may have against the other shall be tolled from June 23, 2022 through October 31, 2025 (the “Tolling Period”) with the exception that a party may withdraw earlier from this Agreement pursuant to Section 6 of this Agreement. No provision of this Agreement is intended to or shall be deemed to revive any statute of limitation or other applicable time period that has already expired prior to June 23, 2022 and that would not otherwise be tolled prior to June 23, 2022. No provision of this Agreement is intended to or shall be construed to shorten any applicable statute of limitation, or repose, or other applicable time period that has not expired as of June 23, 2022.

3. No Actions. No Municipality nor any Terminal Operator may bring an action on any claim or cause of action against the other until October 31, 2025 or until that specific Municipality or Terminal Operator withdraws from this Agreement pursuant to Section 6 of this Agreement. As to any action on any claim or cause of action brought after the expiration of the Tolling Period or any claim or cause of action brought by a party after said party withdraws from this Agreement pursuant to Section 6 of this Agreement, the Municipalities or Terminal Operators may raise any defense based on any time period or time related matters, except that no claim, cause of action, or defense may include the Tolling Period of this Agreement as a basis of the claim, cause of action, or defense, including but not limited to, statutes of limitation, statutes of repose, waiver or laches. During the Tolling Period, no Municipality need send any notice of failure or deficiency relating to the collection or remittance of the Push Tax and no Terminal Operator need file any written protest to preserve their respective claims (and the failure to do so shall not act as a bar to any claim or defense). Any written protest filed by any Terminal Operator and any pending administrative proceeding pursuant to said written protest as of the date of this Agreement shall be stayed until the expiration of the Tolling Period or until that Terminal Operator or Municipality withdraws from this Agreement pursuant to Section 6 of this Agreement. Any notices related to a Push Tax already issued by any Municipality as of the date of execution of this Agreement do not need to be responded to by a Terminal Operator, whether by written protest or other similar mechanism, until the expiration of the Agreement or until that Terminal Operator or Municipality withdraws from this Agreement pursuant to Section 6 of this Agreement.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF ALGONQUIN

By: _____

Print Name: _____

Its: Authorized Agent

VILLAGE OF LAKE IN THE HILLS

By: _____

Print Name: _____

Its: Authorized Agent

CITY OF WOODSTOCK

By: _____

Print Name: _____

Its: Authorized Agent

ACCEL ENTERTAINMENT GAMING, LLC

By: _____

Print Name: _____

Its: Authorized Agent

EUREKA ENTERTAINMENT, LLC

By: _____

Print Name: _____

Its: Authorized Agent

VELASQUEZ GAMING, LLC

By: _____

Print Name: _____

Its: Authorized Agent

VILLAGE OF CARPENTERSVILLE

By: _____

Print Name: _____

Its: Authorized Agent

CITY OF MCHENRY

By: _____

Print Name: _____

Its: Authorized Agent

GOLD RUSH AMUSEMENTS, INC.

By: _____

Print Name: _____

Its: Authorized Agent

LATTNER ENTERTAINMENT
GROUP ILLINOIS, LLC

By: _____

Print Name: _____

Its: Authorized Agent

ASHIQ GAMING, LLC

By: _____

Print Name: _____

Its: Authorized Agent

POCKET ACES GAMING, INC.

By: _____

Print Name: _____

Its: Authorized Agent

J&J VENTURES GAMING, LLC

By: _____

Print Name: _____

Its: Authorized Agent



REQUEST FOR BOARD ACTION

MEETING DATE: October 10, 2024

DEPARTMENT: Police Department

SUBJECT: Mutual Aid Agreement for the McHenry County Sheriff's S.W.A.T. Team

EXECUTIVE SUMMARY

The department has been a member of the McHenry County multijurisdictional S.W.A.T. team since 2016. The purpose of this team is to support the Lake in the Hills Police Department, the McHenry County Sheriff's Department, and other local law enforcement jurisdictions in providing a tactical response to critical incidents in McHenry County, such as barricaded subjects and serving high-risk search warrants. As part of this agreement, our department supplies selected staff and equipment to be assigned to the team, which allows for comprehensive training in order to deploy during critical incidents within McHenry County. The previous agreement executed in 2020 has expired requiring a new agreement be executed. The new agreement has two minor changes from the prior agreement: training is changed to bi-monthly from monthly, and a stress inoculation test is required as part of the candidate selection process. The new agreement will be effective from the date of execution by each party for four years.

FINANCIAL IMPACT

Funds for training and overtime are in the 2025 fiscal budget.

ATTACHMENTS

1. Mutual Aid Agreement for the McHenry County Sheriff's S.W.A.T. Team

RECOMMENDED MOTION

Motion to approve and allow the Chief of Police to enter in a Mutual Aid Agreement for the McHenry County Sheriff's S.W.A.T. team between the Lake in the Hills Police Department and the McHenry County Sheriff's Office.

**MUTUAL AID AGREEMENT
FOR THE
MCHENRY COUNTY SHERIFF S.W.A.T. TEAM**

This Agreement is made and entered into this ____ day of ____, 2024, by and between the COUNTY OF MCHENRY, a body politic and corporate of the State of Illinois (hereinafter referred to as the “COUNTY”), and the undersigned unit of local government (hereinafter referred to as the “PARTNER AGENCY”).

WHEREAS, the COUNTY and the PARTNER AGENCY are authorized by the terms and provisions of 5 ILCS 220/5 et. seq., to enter into intergovernmental and mutual aid agreements, ventures and undertakings to perform jointly any governmental purposes or undertaking any of them could do singularly; and

WHEREAS, it is desired that the PARTNER AGENCY become members of the McHenry County S.W.A.T. unit for the purpose of creating a S.W.A.T. team to support the McHenry County Sheriff’s Department and other local law enforcement jurisdictions in providing a tactical response to critical incidents in McHenry County.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

1. Purpose

The purpose of this Mutual Aid Agreement is to create an inter-departmental S.W.A.T. Team for McHenry County which will allow for the following:

- a. Comprehensive training resources to members of the team
- b. Allow officers selected from the parties hereto to deploy and function as a team member during a critical incident
- c. Allow team members to effectuate arrests and otherwise exercise all lawful police powers in jurisdictions other than their own

2. Obligations of the Parties

The COUNTY’s obligations and responsibilities shall include the following

- a. Bi-Monthly instruction and training
- b. Use of MCSO equipment
- c. Use of outdoor range and training facilities

- d. Coordination of S.W.A.T. activities including selection and review of members, team formation, equipment and uniform ordering, and communication
- e. Development of a command and control structure

The obligations of PARTNER AGENCY shall include:

- a. Nomination of officers to MCSO for evaluation and selection with a three years commitment for each officer nominated
- b. Coverage of all wages, benefits, and insurance of participating officers employed by their department
- c. Commitment to allow its selected officers to participate in monthly training
- d. Funding for individual equipment purchases and training (estimated expenses attached hereto as Exhibit 1)
- e. Authority for its officers to use their department issued equipment including rifles for any S.W.A.T activities

3. Relationship of the Parties

As a member of S.W.A.T., the SHERIFF shall deputize any officer selected from the PARTNER AGENCY and each officer shall act as a deputy to the SHERIFF until notified otherwise by the COUNTY or the SHERIFF. PARTNER AGENCY police officers acting under this Agreement shall continue to be covered by their employing agency, Lake in the Hills Police Department, for the purposes of worker's compensation, unemployment compensation, disability benefits, and other employee benefits and civil liability, and shall be considered while so acting to be in the ordinary course of their employment.

Any officer that is employed by the PARTNER AGENCY and acting under this Agreement shall be considered an employee of the PARTNER AGENCY and shall not be considered an employee of the COUNTY regardless of the supervision or control of the officer's actions while acting as a member of the McHenry County Sheriff's S.W.A.T.. At no point shall the COUNTY be responsible for payment of worker's compensation, unemployment compensation, disability or death benefits, or any other employee benefits to any employee of the PARTNER AGENCY acting under this Agreement.

The PARTNER AGENCY acknowledges and accepts that the SHERIFF may from time to time conduct random drug screening on PARTNER AGENCY officers operating under the scope of this Agreement as a part of the

normal course of completing the objectives of this Agreement. In the event a PARTNER AGENCY officer screens positive for the presence of illegal drugs or narcotics, the SHERIFF reserves the right to immediately expel the PARTNER AGENCY officer from the S.W.A.T.

4. Selection and Removal Process

Each PARTNER AGENCY agrees to the selection and removal process attached to this agreement as Exhibit 2. The MCSO reserves the right to make changes to the attached selection and removal standards at any time without notice to each PARTNER AGENCY.

5. Indemnification

The PARTNER AGENCY shall indemnify, hold harmless and defend the COUNTY and the SHERIFF, their officers, deputies and employees from and against any and all liability, loss, costs, damages, expenses, claims or actions, including, but not limited to, incidental and consequential damages, and expenses, including, but not limited to attorney's fees which the COUNTY and the SHERIFF, their officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising out of the sole negligence of said PARTNER AGENCY, its officers, agents, or employees, in the execution, performance, or failure to adequately perform, its obligations pursuant to this Agreement.

The PARTNER AGENCY shall indemnify the COUNTY and the SHERIFF from and against liability resulting from the willful or wanton acts or omissions of said PARTNER AGENCY, its officers, agents and employees, as determined by a court of law making a specific finding of fact, without limitations, in the providing of services as set forth in this Agreement.

The COUNTY shall indemnify, hold harmless and defend each PARTNER AGENCY, its officers, deputies and employees from and against any and all liability, loss, costs, damages, expenses, claims or actions, including, but not limited to incidental and consequential damages, and expenses including, but not limited to, attorney's fees which the PARTNER AGENCY, its officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising out of the sole negligence of the COUNTY or the SHERIFF, its officers, agents, or employees, in the execution, performance, or failure to adequately perform, its obligations pursuant to this Agreement.

The COUNTY shall indemnify each PARTNER AGENCY from and against liability resulting from the willful or wanton acts or omissions of the

COUNTY or the SHERIFF, its employees and agents, as determined by a court of law making a specific finding of fact, without limitation, in the providing of services as set forth in this Agreement.

The indemnification provisions of this Agreement shall survive the termination of this Agreement.

6. Term and Termination

The term of this Agreement is for an initial 4 year period beginning the date of execution by each Party.

A PARTNER AGENCY may withdraw its officer(s) from the McHenry County S.W.A.T. Team upon thirty (30) days written notice of withdrawal to the COUNTY, the effect of which shall terminate its rights, obligations and privileges under this Agreement. The COUNTY may terminate this Agreement upon thirty (30) days written notice of termination to the PARTNER AGENCY.

The parties understand that any funds expended for training or joint equipment purchases shall not be refunded upon termination of this Agreement

7. Insurance

The PARTNER AGENCY and the COUNTY shall maintain for the duration of this Agreement, and any extensions thereof, at their own expense, all law enforcement insurance required by law and insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:

- 1) Commercial General Liability in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- 2) Business Auto Liability, to include, but not be limited to, Bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less

than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and

- 3) Workers Compensation Insurance to cover all employees, including independent contractors working in a law enforcement capacity, that meets statutory limits in compliance with applicable state and federal laws. The coverage must include Employer's Liability with minimum limits of \$100,000 for each incident.

In reference to the insurance coverage maintained by the PARTNER AGENCY and the COUNTY, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other party. Certificates of Insurance evidencing the above-required insurance shall be supplied to the other party within ten (10) days of approval of this agreement.

Each party shall have the other party named as Additional Insured on its Commercial General Liability and shall include such wording in its certificate of insurance.

8. **Non-Discrimination** No person shall illegally be excluded from employment rights or participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, religion, color, sex, age, disability, or national origin, the classifications of "gender" and "sexual orientation."

9. **Entire Agreement**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. This Agreement may be amended by mutual consent of all of the parties, which shall be in writing and signed and executed with the same formality with which this instrument was executed.

10. **Governing Law**

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial

Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

Each person signing this Agreement on behalf of one of the parties agrees, represents and warrants that he or she has been duly and validly authorized to execute this Agreement on behalf of their party.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

County of McHenry

By: _____
Robb Tadelman
McHenry County Sheriff

Date: _____

PARTNER AGENCY

ATTEST:

Lake in the Hills Police Department

By: _____
Matthew J. Mannino

By: _____

It's: Chief of Police

Its: _____

Date: _____

Date: _____

Exhibit 1

S.W.A.T. Equipment and Training Purchase Requirements and Price Estimates

- Equipment provision
 - One-time funding for Tactical Vest, plates, side armor, accessories and uniforms
 - Approximately \$1,581.00 + \$160 for Uniform pants, U Coat and Tactical Combat Shirt
 - One-time funding for Tactical Helmet
 - Approximately \$685.00
 - One-time funding for Tactical Communications
 - Approximately \$500.00 - \$1,200.00
 - Funding for Basic SWAT School (if applicable)

NOTE: all prices are approximate. Prices and costs fluctuate and change regularly. The numbers used in this Exhibit are to provide a guide and structure for budgeting for one-time equipment purchases and annual training expenses.

Exhibit 2
S.W.A.T. Selection and Removal Process

SELECTION

- Sister AGENCY may nominate an officer(s) for consideration of assignment to the SWAT Team as long as they meet the following criteria:
 - Not on probation with an additional two (2) years of LE duties
 - Exceptions considered for prior military or LE Tactical experience
- Once an officer has been nominated for consideration they will participate in a selection process consisting of:
 - Pass/Fail rifle and Pistol skills test
 - Pass/Fail physical agility test
 - Stress Inoculation test
 - Decision making diagnostic
 - Interview Board
 - All test and assessment will be Pass/Fail regardless of age or gender
- The Sheriff or designee shall appoint a qualified applicant to the team following review and recommendation by the SWAT Commander.
- Selection will be held on as needed basis

Physical Fitness Standards and Firearms Qualifications

Specific details of the test(s) are listed below and/or attached:

The **rifle qualification** is attached.

The **pistol qualification** is attached.

Pushups: Twenty-five in less than one minute (see attachment regarding pushups).

Sit-ups: Thirty-seven in less than one minute (see attachment regarding sit-ups).

“Tactical obstacle course”:

This course will involve completing an 880 yard course (2 laps around an Olympic track) consisting of three job-related tasks. At the 220 to 260 yard marks, the candidate must negotiate a 40-yard running weave consisting of nine cones placed five yards apart, with a lateral dispersion of five yards. Candidates must run to the left of the cones positioned on the

inside of the track and to the right of the cones positioned to the outside of the track. At the 440 yard mark, candidates must stop and drag a supine “victim” ten yards. At the 660 yard mark, the candidate will renegotiate the running weave, this time dropping to the prone position (chest and hands in contact with the track) behind each of the nine alternately positioned cones before continuing to the finish line at the 880 yard mark. This course will be completed in four minutes forty-five seconds or less.

“Pursuit/Rescue climb” test:

This test involves completing a minimum of two pull ups while wearing a supplied ballistic vest and helmet. The candidates chin must go completely over the bar without swinging the body.

REMOVAL

Once selected and appointed to the SWAT team, all operational team members regardless of rank or position, must maintain acceptable standards of performance as specified in this agreement. Failure to meet the minimum acceptable standards will result in the team member being placed on a temporary, non-operational status for 30 days. Failure to meet the minimum acceptable standards within 60 days will result in the immediate removal from the team.

Being placed in a temporary non-operational status on two (2) or more occasions will result in a status review by the SWAT Commander and/or the Sheriff. Inability to participate in standard testing due to an undocumented injury will result in a status review by the SWAT Commander and/or the Sheriff.

A team member may voluntarily withdraw from the team at any time, for any reason. A team member may be removed from the team, without cause, when deemed necessary for the good of the team following a recommendation by the designated Team Leaders and Team Commander subject to approval by the Sheriff and/or designee.

AR-15/M-16 QUALIFICATION COURSE OF FIRE

TOTAL ROUNDS / SCORE: 30 (.223/ 5.56 mm) SCORE 80 % (24 HITS OR BETTER)
TARGET: B-27 SILLHOUETTE / SCORE OF 8 RING OR BETTER ONLY
OR 8 1/2 " X 14" SHEET OF PAPER
STARTING POSITION: BEGIN ALL STAGES OF FIRE, STANDING, RIFLE AT LOW READY,
SAFETY ON.

STAGE #1: STANDING FREESTYLE, DISTANCE 25 YARDS, **10 ROUNDS IN MAGAZINE.**

- On the command to fire, the shooter fires on round within 5 seconds and returns to the low ready.
- Repeat 5 times (5 rounds).
- The next five rounds are fired continuously within 15 seconds (5 rounds).
- The weapon is cleared and made safe.
- On command all shooter will move to the 50 yard line.

STAGE #2: STANDING TO KNEELING, DISTANCE OF 50 YARDS, **10 ROUNDS IN MAGAZINE.**

- Shooter begins standing.
- On command moves to the kneeling position and fires 5 rounds in 15 seconds then safely recovers to standing.
- On command shooter moves to the prone position and fires 5 rounds in 25 seconds and then safely recovers to standing.
- The weapon is cleared and made safe.
- On command shooter moves to the 75 yard line.

STAGE #3: STANDING TO PRONE, DISTANCE IS 75 YARDS, **10 ROUNDS IN MAGAZINE.**

- Shooter begins in standing position.
- On command, shooter moves to prone and fires 10 rounds in 30 seconds.

SWAT HANDGUN QUALIFICATION COURSE OF FIRE

TOTAL ROUNDS/ SCORING: 25 ROUNDS SCORE 80% (8 COURSES OF FIRE PASSED OR BETTER)
TARGET: FBI Q TARGET
STARTING POSITION: BEGIN COURSE OF FIRE AT 5 YARD LINE/STANDING PISTOL AT THE HIGH READY, SAFETY ON, FOLLOW INSTRUCTORS COMMANDS FOR EACH COURSE.

Course #1 – #9 are from the five yard line. Course #10 is from the 15 yard line.

Course #1: 1 round 1 target from the high ready: 1 second
Course #2: 1 round 1 target from the holster: 1.7 seconds
Course #3: 2 rounds 1 target from the high ready: 1.5 seconds
Course #4: 6 shots on 1 target from the high ready: 3 seconds
Course #5: 2 rounds on 2 targets from the high ready: 3 seconds
Course #6: 4 rounds: 2 from strong hand, 2 from weak hand, 1 target from the high ready: 5 seconds
Course #7: Start w/empty chamber, click, tap, rack, bang from high ready: 3 seconds
Course #8: 4 rounds: from the high ready fire 2 shots, reload and fire two shots: 5 seconds
Course #9: 1 dry pull from rifle, 1 round from pistol: 5 seconds
Course #10: 1 round starting from standing holstered to kneeling: 4.25 seconds

PT Test & Instructions

Pushups:

Twenty-five in less than one minute.

- In one-minute or less you must complete 25 push-ups
- Hands placed on ground slightly wider than shoulder width
- Start in the up position, back straight, knees off the ground, elbows locked
- Lower your body until your chest touches the ground
- Return to the start position
- You may rest in the start position only
- A rep will not count unless the above instructions are followed

Sit-ups:

Thirty-seven in less than one minute.

- Start position is lying on your back, shoulder blades on the ground, knees bent, feet flat
- Arms and hands must be flat against the chest throughout the entire repetition
- A partner will hold the feet down
- Move to the up position where the elbows must contact the knees
- Return to the start position
- You may rest in the up positions only
- A rep will not count unless the above instructions are followed

“Tactical obstacle course”:

This course will involve completing an 880 yard course (2 laps around an Olympic track) consisting of three job-related tasks.

- At the 220 to 260 yard marks, the candidate must negotiate a 40-yard running weave consisting of nine cones placed five yards apart, with a lateral dispersion of five yards. Candidates must run to the left of the cones positioned on the inside of the track and to the right of the cones positioned to the outside of the track.
- At the 440 yard mark, candidates must stop and drag a supine “victim” ten yards.
- At the 660 yard mark, the candidate will renegotiate the running weave, this time dropping to the prone position (chest and hands in contact with the track) behind each of the nine alternately positioned cones before continuing to the finish line at the 880 yard mark.

This course will be completed in four minutes forty-five seconds or less.

“Pursuit/Rescue climb” test:

This test involves completing a minimum of two pull ups while wearing a supplied ballistic vest and helmet.

- Starting in the hanging position with no bend in the elbows and hands facing away from the body.
- The candidate’s chin must go completely over the bar.

“Assault dash” test:

This course involves starting from the prone position, wearing body armor and carrying an unloaded rifle, run forty yards. This test will be completed in less than eight seconds.



REQUEST FOR BOARD ACTION

MEETING DATE: October 10, 2024

DEPARTMENT: Police Department

SUBJECT: Side Letter of Agreement between Metropolitan Alliance of Police, Lake in the Hills, Chapter 90, and the Village of Lake in the Hills

EXECUTIVE SUMMARY

The collective bargaining agreement with the Metropolitan Alliance of Police Chapter #90 (MAP 90) expired on April 30, 2024. The Village and MAP 90 have been engaged in collective bargaining discussions for several months but do not have an agreed upon successor Collective Bargaining Agreement at this time; however, the parties have tentatively agreed to updated terms of compensation for the successor Collective Bargaining Agreement. These terms relate to the applicability of effective dates of pay increases, an updated wage schedule effective May 1, 2024- April 30, 2027, and other related items. The Village and MAP 90 have discussed the desire to proceed with instituting the tentatively agreed upon terms of step increases and cost of living adjustments for the successor Collective Bargaining Agreement, retroactive to May 1, 2024, to ensure that Union members receive timely retroactive payment, to ensure administrative efficiency for the Village, to resolve pending Grievances, and to improve the parties' relationship.

This new compensation agreement involves a change in longevity payments. Under the terms of the expired contract, officers at step 9 and beyond received an annual \$1,500 longevity bonus. Under the new provisions, applicable officers will now receive 1% to their base salary. The agreement also changes the effective date of wage increases, including longevity payments, to become effective the first full pay period following their anniversary date or the May 1st contract date.

FINANCIAL IMPACT

The Finance Department is currently working on financial calculations regarding the terms of this side letter agreement relating to compensation.

ATTACHMENTS

1. Side Letter of Agreement between Metropolitan Alliance of Police, Lake in the Hills, Chapter 90, and the Village of Lake in the Hills.

RECOMMENDED MOTION

Motion to approve the Side Letter of Agreement between Metropolitan Alliance of Police, Lake in the Hills, Chapter 90, and the Village of Lake in the Hills.

**SIDE LETTER OF AGREEMENT BETWEEN
METROPOLITAN ALLIANCE OF POLICE, CHAPTER #90,
AND THE VILLAGE OF LAKE IN THE HILLS**

This Side Letter of Agreement (the "Side Letter") is entered into by and between Metropolitan Alliance of Police, Chapter #90 (the "Union"), and the Village of Lake in the Hills, an Illinois municipal corporation, (the "Village").

WHEREAS, the current Collective Bargaining Agreement between the parties is in effect from May 1, 2021, through April 30, 2024 ("CBA"); and

WHEREAS, due to the parties not having executed a successor Collective Bargaining Agreement prior to the stated expiration date of the CBA, the parties have encountered a series of disagreements as to the applicability of the CBA's wage schedule terminating on April 30, 2024, and step advancement prior to the execution of the successor Collective Bargaining Agreement, which has given rise to grievances filed by the Union and/or its individual members; and

WHEREAS, the parties have tentatively agreed to updated terms of compensation for the successor Collective Bargaining Agreement, which includes specific terms of applicability of effective dates of pay increases, a wage schedule effective May 1, 2024-April 30, 2027, and related items, as well as several other unrelated items, with only one outstanding issue which the Union is advancing to arbitration; and

WHEREAS, the parties have communicated a desire to proceed with instituting the tentatively agreed upon terms of step increases and cost of living adjustments for the successor Collective Bargaining Agreement, retroactive to May 1, 2024, to ensure that Union members receive timely retroactive payment, to ensure administrative efficiency for the Village, and otherwise to resolve the pending Grievances, and to improve the parties' relationship; and

NOW THEREFORE, the parties agree as follows:

1. The preamble clauses are hereby adopted and incorporated into the substantive terms of this Side Letter as if fully restated herein.

2. For purposes of effectuating step advancements and cost of living adjustments for hours actually worked only, retroactive to May 1, 2024, officers shall be paid in accordance with the following Wage Schedule, which will become the Appendix A to the successor Collective Bargaining Agreement:

Years of Service	5/1/24 - 4/30/25	5/1/25 - 4/30/26	5/1/26 - 4/30/27
Starting	\$ 68,106.48	\$ 70,319.94	\$ 72,429.54
Year 1	\$ 73,910.72	\$ 76,312.82	\$ 78,602.20
Year 2	\$ 79,717.04	\$ 82,307.84	\$ 84,777.08

Year 3	\$ 85,520.24	\$ 88,299.65	\$ 90,948.64
Year 4	\$ 91,324.48	\$ 94,292.53	\$ 97,121.30
Year 5	\$ 97,128.72	\$ 100,285.40	\$ 103,293.97
Year 6	\$ 102,934.00	\$ 106,279.36	\$ 109,467.74
Year 7	\$ 108,737.20	\$ 112,271.16	\$ 115,639.29
Year 8	\$ 114,541.44	\$ 118,264.04	\$ 121,811.96
Longevity for 9+ years 1.00%	\$ 115,686.85	\$ 119,446.68	\$ 123,030.08

3. The retroactive payment stated in Paragraph 2 shall be further subject to the following parameters:

- a. Longevity is also agreed by the parties to be retroactive, subject to the agreed upon conversion of longevity pay being paid as an annual \$1500 bonus under the current CBA to 1% of base salary, for applicable officers, and that such revision to Section 14.1 will be reflected in the successor Collective Bargaining Agreement, as well as how it is depicted in Appendix A.
- b. Effective date of wage increases, including longevity payments, shall be the first full pay period following their anniversary date or the May 1st contract date, and that such revision to Section 14.1 will be reflected in the successor Collective Bargaining Agreement.
- c. Payment of retroactive wages shall be made to active police officer as of the time of execution of this Side Letter, and that the Village will process payments no later than the third payroll following execution of this Side Letter.

4. The parties agree that all pending grievances shall be considered withdrawn and fully resolved, pursuant to this Side Letter, without further recourse through any forum, and that no grievance or charge or claim of an unfair labor practice shall be made or prosecuted, arising out of or related to the subject matter of the pending grievances or this Side Letter by any member of the Union or the Union itself.

5. The parties agree that there is full and fair consideration by entering this Side Letter and that the intention of this Side Letter is to otherwise maintain, in full force and effect, the CBA as it exists and that no section or provision of the CBA shall otherwise be affected, nor shall there be any claim for retroactivity for any other provision or benefit in the CBA or the successor CBA (May 1, 2024 - April 30, 2027). The parties further agree that nothing in entering this Side Letter is intended to, nor shall it, be used, by either party, as the basis of argument or evidence of precedent in any future dispute or in any forum, including, without limitation, past practice, waiver, and.



REQUEST FOR BOARD ACTION

MEETING DATE: October 10, 2024

DEPARTMENT: Finance

SUBJECT: IPBC Medical, Dental, Vision, & Life Insurance Plan Renewals

EXECUTIVE SUMMARY

The Village joined the Intergovernmental Personnel Benefit Cooperative (IPBC) effective July 1, 2023 with an 18-month rate guarantee for its employee medical, dental, vision, and life insurance plans. The initial rate guarantee period ends December 31, 2024 and the only plans with rate changes are a -0.4% rate decrease for the High Deductible Health Plan (HDHP) and a 1.8% rate increase for the dental plan. The rate decrease for the HDHP is due solely to a deductible increase from \$1,600/\$3,200 to \$1,650/\$3,300 for single/family coverage required to maintain the HDHP as a Health Savings Account compatible HDHP per Internal Revenue Service regulations. The 1.8% rate increase for the dental plan is based on claims experience.

However, while the Village's overall claims experience does not result in the need for a rate increase for its medical plans, there was no progress made during the 18-month rate guarantee period towards funding the two months or 16 2/3% minimum reserve requirement. The Village has six years from the effective date of July 1, 2023 to build up its reserves. Based on current claims experience for the PPO Plan, the HDHP Plan, the dental plan, the vision plan, and the life insurance plan, the required reserve amount is estimated to be approximately \$400,000.

Therefore, in order to fund the reserve requirement over the remaining 54 months from the effective date of IPBC membership, a 3.7% rate increase across all plans is being proposed. Progress towards reaching the two-month reserve requirement will be measured at each annual renewal period and the reserve funding component of premiums will be adjusted accordingly based on actual and projected claims experience. Assuming actual claims experience closely tracks projected claims experience, the \$400,000 reserve requirement will be met by the June 30, 2029 deadline.

Additionally, there remains one other objective of the migration to the IPBC that will not be complete as of January 1, 2025. The approved plan calls for one final modification to the employer/employee premium allocations for the HDHP Plan from a 91% Village/9% Employee cost share to a 90% Village/10% Employee cost share to become effective as of July 1, 2025. As of January 1, 2025, the HMO Plan and the PPO Plan will already be at their target cost allocations of 90% Village/10% Employee for the HDHP Plan and 80% Village/20% Employee for the HMO Plan.

All of the other objectives of the migration plan have been achieved including:

- The elimination of a second HMO Plan.
- Standardizing the PPO Plan coinsurance percentages.
- Providing coverage to employees based on full calendar months.
- The elimination of all Health Reimbursement Arrangement Plans.
- Converting to a calendar year plan year.
- Consolidating all ancillary coverages under the IPBC umbrella.
- Converting the Wellness Plan incentives from a premium reduction to a stipend-based program.

FINANCIAL IMPACT

The total increase for FY25 based on a 3.7% increase across the board for all plans equates to a projected \$92,414 increase of which \$78,817 is the Village portion, \$10,220 would be paid by employees, and \$3,377 would be charged to retirees or COBRA participants. The Village portion of \$78,817 will be included as part of the FY25 budget request.

ATTACHMENTS

1. IPBC Benefit Fund – Fund Balance Policy

RECOMMENDED MOTION

Motion to approve a 3.7% rate increase effective January 1, 2025 for the HMO Plan, the PPO Plan, the HDHP Plan, the dental plan, the vision plan, and the life insurance plan.



BENEFIT FUND – FUND BALANCE POLICY

I. Purpose of Fund Balance

The purpose of this policy is to establish a key element of the financial stability of the IPBC by setting guidelines for the Benefit Fund balance. Unreserved fund balance is an important measure of economic stability. It is important that IPBC maintain adequate levels of unreserved fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenses and similar circumstances. The fund balance also provides cash flow liquidity for the IPBC's PPO/EPO plan, the Dental Plan, and Life Insurance plan.

II. Procedure

It is the goal of the IPBC to achieve and maintain a Benefit Fund balance in the range of 16 2/3% to 50% of annual Benefit Fund expenses. The fund balance range requirement will be calculated as of the close of business on June 30th of each fiscal year. In calculating the minimum required fund balance, the sum total of the Benefit Fund - Fund Balance and the Terminal Reserve Fund – Fund Balance will be used to determine if the minimum fund balance requirement is met. The Benefit Fund – Fund Balance for each entity that falls outside of the 16 2/3% to 50% range requirement will be adjusted to the minimum or maximum range limit through the audit process by a transfer to/from the Terminal Reserve Fund. The minimum range of 16 2/3% will only apply to entities that maintain a PPO/EPO and/or Dental plan.

III. Implementation Period

All entities will have six-years from the effective date of this policy to bring their Benefit Fund - Fund Balance into compliance with the minimum range of 16 2/3%. New members will also have six-years from acceptance into IPBC to bring their Benefit Fund - Fund Balance into compliance with the minimum range of 16 2/3%. After the six-year implementation period, entities that are not in compliance with the minimum range of 16 2/3%, will be subject to the adjustment process in the Procedure section of this Policy.

IV. Effective Date

This policy shall be effective with the fiscal year beginning July 1, 2015.

Adopted by the IPBC Board of Directors on August 28, 2014

Amended January 28, 2016, February 2, 2017 & November 21, 2019



INFORMATIONAL MEMORANDUM

MEETING DATE: October 10, 2024
DEPARTMENT: Parks & Recreation
SUBJECT: Beach Operations Review

EXECUTIVE SUMMARY

In March 2023, the Village Board reviewed a proposed update to Chapter 8 of the Municipal Code regarding Parks, Lakes, and Beaches. The primary focus was the operation of Indian Trail Beach (ITB) following resident's concerns. The Board provided guidance to hire beach attendants, lock gates, and control access, while also restricting boating and fishing during the beach season (Memorial Day to Labor Day). The 2024 beach season mirrored the 2023 operations.

On June 6, 2024, IRMA conducted their Aquatic Facility Visit. The purpose of the visit is to identify any hazards seen in the aquatic facilities and any deficiencies in our aquatic facility safety program, in addition a listing of recommended corrections. It was stated that current operations are in line with state regulations for swimming beaches. A recommendation by IRMA was to align each beach location with an attendant to have operations the same at each location to assist with enforcement, inspections, and initiate the written emergency response plan.

While the 2024 season was considered successful, this report outlines some additional options for beach operations in 2025 and beyond to be considered.

Option 1: Continue Current Operations with Adjustments

- **Operations:** Both beaches continue to run for resident use only, following IDPH guidelines.
- **Staffing:** Indian Trail Beach would continue to be staffed for inspections, opening/closing checklists, grounds maintenance, and residency verifications. Increase weekend staff coverage to improve staff safety and customer service at both beaches.
- **Cost:** Estimated at \$19,000 for staff coverage including extra weekend coverage.
- **Challenges:** Inconsistencies in staffing between Indian Trail and Butch Hagele Beach and does not align with IRMA recommendations based on their Aquatic Facility visit in 2024.

Option 2: Standardize Staffing and Emergency Plans

- **Operations:** Both beaches would have the same staffing structure, emergency protocols, and daily operational checklists. Weekend staffing would include a lead supervisor to assist with staff and customer needs.
- **Cost:** Estimated \$30,000 for staff coverage at both beaches which includes the increased weekend coverage, plus \$3,000 for portable AEDs and safety equipment for Butch Hagele.
- **Benefits:** Enhanced safety and operational consistency, aligning with IRMA recommendations.
- **Challenges:** Ensure Staff safety with suitable working area at Butch Hagele (Shelter). Additional costs to the Village to ensure safety equipment and staffing are in place.

Option 3: Introduce Non-Resident Fees

- **Operations:** Butch Hagele Beach would be designated as a private resident-only beach, while Indian Trail Beach would open to non-residents for a fee.
- **Staffing:** Similar to Option 2, with additional training for staff on technology to verify residency and process non-resident fees via QR code/Community Pass.
- **Benefits:** Would provide additional revenue to offset lake maintenance costs and streamline operations at one location. Cost recovery of 692 non-residents turned away, could equate to \$3,500-\$6,000 with a per person non-resident rate. Fees would help with the challenges of additional staff costs. Introducing technology for resident verification would assist in knowing who is using the facilities.
- **Challenges:** Requires updates to registration software and significant staff training. Ensure Staff safety with suitable working area at Butch Hagele. Additional costs to the village to ensure safety equipment and staffing are in place. Residents with non-resident guests would now be charged a fee versus the current operations where Residents are allowed to bring non-resident guests. Some Village residents have expressed opposition to allowing non-residents at the beaches and the lakes in general; however, much of this concern centers around respect for Village property and ordinances. Regular staffing at ITB has helped to encourage and reinforce compliance.

Conclusion

The beach season has provided valuable insights into the needs and challenges of running multiple beach facilities. Moving forward, adopting a standardized staffing plan, increasing weekend coverage, and addressing safety concerns, especially at Butch Hagele Beach, will be essential. With regard to recommendations for 2025 beach operations, staff's assessment of the options above is outlined below:

- 1) Option 1 - maintains successful operation
- 2) Option 2 - maintains successful operation, while also addressing IRMA's recommendations
- 3) Option 3 - maintains successful operation, while also addressing IRMA's recommendations and providing for a cost recovery solution that also draws population away from Butch Hagele Beach.

Staff recommends Option 3 as the most cost-effective solution to operate both beaches while aligning with IRMA's recommendations. The Parks and Recreation board discussed these options at the October 3, 2024 meeting and agreed that residents would receive the best service with staff at both beaches to serve as a first line of safety as well as to provide the presence that residents are looking for. Understanding that salaries would increase the Non-Resident fee was supported to offset costs. The board felt keeping Butch Hagele resident only, eliminates concerns of parking.

FINANCIAL IMPACT

Cost estimates for each option are provided within the analysis above.

ATTACHMENTS

1. 2024 Beach Operations Staff Report

SUGGESTED DIRECTION

Staff is seeking direction from the Board on the preferred option for the 2025 beach operations, which would then be incorporated into the Fiscal Year 2025 Proposed Budget for the Board's consideration.

Staff Report

2024 Beach Operations

1. Overall Operations

2024 Approach: The beach season began with routine preparations, including renewing swimming facility licenses with the State of Illinois, scheduling inspections with McHenry County Health Department, and preparing the swim areas. Beaches were inspected by the County on May 22, that included facility set up and signage required by Illinois Department of Public Health (IDPH) and water samples. All inspections passed and both Indian Trail Beach (ITB) and Butch Hagele Beach opened on May 25, 2024. ITB was staffed to handle checklists, grounds maintenance, and residency checks.

Hours of Operation: Beaches operated from 11:00 am to 7:30 pm, adjusted based on 2023 attendance. ITB - Staff arrived at 10:30 am for pre-opening tasks. The police assisted with gate operations at Butch Hagele Beach, which followed the same schedule as ITB. New this year, staff added more of a presence at Butch Hagele beach by conducting weekly inspections and planned residency checks. Due to staff safety with concerns of not having adequate shelter and equipment needed for staff's success, planned visits were limited and became challenging due to inconsistencies.

June 6, 2024 IRMA conducted their Aquatic Facility Visit. The purpose of the visit is to identify any hazards seen in the aquatic facilities and any deficiencies in our aquatic facility safety program, in addition a listing of recommended corrections. It was stated that current operations are in line with state regulations for swimming beaches. A recommendation by IRMA was to align each beach location with an attendant to have operations the same at each location to assist with enforcement, inspections, and initiate the written emergency response plan.

Police Presence / Calls for Service: Collaboration between the Parks and Recreation Department and the Police Department ensured a coordinated approach to beach operations. Daily patrols and an increased police presence were established, with police assisting in safety training for beach attendants.

Challenges:

- **Early Warm Weather:** Favorable weather in early May led to increased lake usage before the official opening, causing the ITB gate to be closed on warmer days before inspection approval.
- **Parking Issues:** Both beaches faced parking challenges, with Butch Hagele experiencing overflow onto the road, creating safety concerns. ITB had limited parking during event or rental days.
- **Residency Proof:** Checking for residency caused issues with patrons unaware of the requirement. Some non-residents were turned away, leading to dissatisfaction.
- **Ordinance Enforcement:** Staff consistency enforcing Beach rules and Village ordinances was challenging, requiring police intervention in some cases.
- **Total of 692 nonresidents turned away at ITB**
- **Butch Hagele:** Staff safety and inconsistency with similar operations at ITB

Positive Feedback: Residents appreciated the beach coverage at ITB, although some non-beachgoers expressed concerns of beach hours for the park.

Average Daily attendance during operating times:

Times:	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	Turned away
Indian Trail:	10	19	25	28	31	28	26	20	10	8
Butch Hagele:	1	3	4	5	6	6	6	5	3	NA

Staff Report

2024 Beach Operations

2025 Planned Operational Improvements:

- Align timelines with external agencies for opening day. (MCDPH/IDPH)
- Post & Preseason signage explaining opening day procedures.
- Maintain operations based on previous attendance data.
- Review and update maintenance checklists for beach attendants.
- Introduce technology for residency verification.
- Hire lead staff for busier days to assist with enforcement.
- Maintain staff presence for opening/closing procedures and ensure safety.
- Continue to work with police on safety items and lake usage

2. Staffing

2024 Summary: Eight seasonal employees were hired, with shifts covering 9 hours per day and additional weekend coverage. The “When I Work” software was used for scheduling and communication. Preseason training included safety protocols and daily operational procedures.

Challenges:

- **Holiday Weekends & End-of-Season:** Staffing during peak periods and as employees left for school posed scheduling challenges.
- **Adult Supervision:** Ensuring adequate adult staff during challenging situations was difficult.
- **Increased Hiring Requirements:** The increase in staff required more background checks and drug screenings.

2025 Planned Operational Improvements:

- Cross train beach attendant with day camp staff for flexibility.
- Continue hiring 8 to 10 staff members to account for absences.
- Adjust beach season based on school start dates.
- Provide necessary equipment for staff success.
- Hire lead staff for enforcement during busy days.