

AGENDA
COMMITTEE OF THE WHOLE
FEBRUARY 14, 2017
2200 Harnish Drive
Village Board Room
- AGENDA -
7:30 P.M.

Trustee Dianis – Chairperson
Trustee Glogowski
Trustee Steigert
Trustee Smith
Trustee Spella
Trustee Sosine
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation** (*Persons wishing to address the Committee on an item on this agenda must register with the Chair prior to roll call.*)
3. **Community Development**
4. **General Administration**
 - A. Consider Withdrawing from NIHII and Joining the New NWHIP Subpool for Health Insurance
 - B. Consider 2017 Affiliate Agreements
 1. Algonquin Area Youth Organization
 2. Algonquin Lake in the Hills Soccer Association
 3. Trails Swim Team
 - C. Consider the 2017 Algonquin Summer Concerts
 - D. Consider the 2017 Algonquin Lunch Hour Entertainment
 - E. Review Proposed Enterprise Fund and Special Fund Budgets for 2017/2018
 1. Water and Sewer Operating Fund
 2. Cemetery
 3. Swimming Pool Funds
 4. Building Services Fund
 5. Vehicle Maintenance Service Fund
5. **Public Works & Safety**
 - A. Consider an Agreement with Midwest Water Group for Sanitary Sewer Evaluation – Acoustic Pipeline Testing & Manhole Camera Inspections
 - B. Consider an Agreement with USIC Locating Services, LLC – Contract for Utility Locating Services
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: February 6, 2017

TO: President Schmitt and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Withdrawing from NIHII and joining the new NWHIP Subpool for health insurance

The Intergovernmental Personnel Benefit Cooperative (IPBC) is a municipal consortium with over 92 communities that combine their needs, interests, and buying power to purchase and manage insurance needs.

The Village is a member of NIHII, which is a subpool of the Intergovernmental Personnel Benefit Cooperative (IPBC).

The NIHII subpool has decided to split itself into two different subpools as the membership has grown to 33 entities across Northern Illinois. One of the main issues for splitting is organizational in that NIHII is governed by the Open Meetings Act and requires a physical quorum to transact business. Due to the large geographic area of the current members, having a quorum at meetings has been a major issue.

The new Northwest Health Insurance Pool (NWHIP), which Algonquin will now be a member, will have 15 entities and over 1,000 lives from inception ensuring predictable trends and mitigating risk in the self-insured market.

The required resolution is purely administrative to meet legal requirements by withdrawing from the NIHII subpool and joining the NWHIP subpool.

NIHII Subpool Split - North/South

		PPO	HMO	
Entity		Employees	Employees	Total Employees
NIHII North	Algonquin	93	44	137
	ALFPD	54	0	54
	Batavia	156	0	156
	Beach Park	12	0	12
	Cary	34	19	53
	Gilberts	9	11	20
	Glencoe	72	60	132
	Highwood	15	3	18
	Huntley	76	12	88
	Itasca	85	3	88
	Lake Zurich	127	0	127
	NWCD	61	22	83
	Roscoe	9	12	21
	Schaumburg Township	19	6	25
	SEECOM	19	0	19
	Subtotal	841	192	1,033
NIHII South	Bensenville	45	51	96
	DU-COMM	28	50	78
	FPDKC	26	38	64
	Hinsdale	41	80	121
	Lisle	71	32	103
	Lisle Park District	19	9	28
	MPEA	24	9	33
	Naperville Park District	67	48	115
	North Riverside	125	0	125
	Oak Park Public Library	34	9	43
	Oak Park Township	22	4	26
	River Forest	57	34	91
	Rock Falls	83	0	83
	Summit	48	15	63
	Warrenville	42	26	68
	Westchester	86	17	103
	Winfield	38	2	40
	WSCDC	18	5	23
	Subtotal	874	429	1,303
Total NIHII		1,715	621	2,336

**CONTRACT AND BY-LAWS
FOR THE
NORTHWEST HEALTH INSURANCE POOL**

THIS INTERGOVERNMENTAL AGREEMENT creating the Northwest Health Insurance Pool (“NWHIP”) is made and entered into by and between the Charter Members listed on Appendix A (“Charter Members” or “Members”) and such other MEMBERS as shall subsequently be approved and which shall adopt this Contract and By-Laws document in its present form or as it may subsequently be amended.

W I T N E S S E T H :

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, 5 ILCS 120, et seq., Illinois Compiled Statutes, 2014, as amended, entitled the “Intergovernmental Cooperation Act,” authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, units of local government within Illinois have found it increasingly expensive to provide health, life insurance and other health-related benefits to their officers and employees; and

WHEREAS, a large number of local governmental entities previously undertook a series of studies to determine the feasibility of entering into an Intergovernmental Personnel Benefit

Cooperative for the purpose of administering some or all of the personnel benefits programs offered by its member units of local government to their respective officers and employees, and concluded that the creation of such a Cooperative was financially and administratively feasible; and

WHEREAS, the corporate authorities of a number of units of local government have organized the Intergovernmental Personnel Benefit Cooperative, (“IPBC”), and have adopted a combined Contract and By-Laws for such Agency; and

WHEREAS, the Contract and By-Laws of the IPBC (“IPBC By-Laws”), as amended, allows combinations of units of local government, other governmental bodies, quasi-governmental bodies and non-profit public service entities to contract with each other to create an intergovernmental benefit subpool with the rights and powers equivalent to that of a single member of IPBC; and

WHEREAS, the Charter MEMBERS created the Southwest Agency for Health Management effective June 20, 1992, hereinafter referred to as the “NWHIP” and have Membership as a subpool in the IPBC; and

WHEREAS, the MEMBERS, with this Agreement, are desirous of establishing their mutual rights and obligations with respect to their membership in NWHIP and with regard to the IPBC;

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate the parties agree, as follows:

1. Incorporation of Recitals

The recitals contained hereinabove are incorporated herein by reference as substantive provisions of the Agreement.

2. Participation

The membership of NWHIP shall consist of those Charter Members which are parties to this Agreement provided that Charter Members with at least ten lives covered by Membership will be included in the sub-pool plus any other governmental entity admitted to membership as a MEMBER from time-to-time, less any MEMBER which withdraws or is expelled from NWHIP in accordance with the provisions of this Agreement. MEMBERS of NWHIP may also add listed entities as defined in the IPBC By-Laws. The MEMBER who lists other entities to its membership shall be the sole MEMBER of NWHIP and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Agreement. The admission of new MEMBERS and their listed entities and the listing of additional entities by any MEMBER shall take place only after a favorable two-thirds (2/3) vote of the entire membership of the Board of Directors of NWHIP and subject to the payment of such sums and under such conditions as the Board shall in each case or from time-to-time establish. Such conditions may include participation in or benefit from any HMO or indemnity plan surpluses. In addition to the approval of the NWHIP Board of Directors, the admission of such new MEMBER or listed entity must be approved by the Board of Directors or the Executive Committee of the IPBC prior to the admission of such prospective MEMBER or such listed entity.

3. Representation

Each MEMBER shall, by majority vote of its corporate authorities, appoint one (1) person as delegate to represent that MEMBER on the Board of Directors of NWHIP for a term of one (1) year or until a successor is selected. An alternate delegate may also be appointed to serve when the primary delegate is unable to carry out his duties. Neither the delegate nor the alternate need be an elected official. The failure of a MEMBER to appoint a delegate or the failure of the delegate to participate shall not affect the responsibilities or duties of a MEMBER under this Agreement. At its first meeting of each plan year, of the IPBC, the Board shall elect one (1) delegate to serve as both Chairperson of the Board and representative to the IPBC. An IPBC alternate representative shall also be elected. The term of office for the Chairperson and other officials shall be for a period of one (1) year, or until a successor is selected. The Board may, from time-to-time, establish other offices and may select a delegate to serve in any of such offices. The Board may fill any vacancies which may occur in such offices until the end of the term.

4. Responsibility of the Board of Directors

The Board of Directors shall determine the general policy of NWHIP with respect to NWHIP's membership in IPBC, as well as the relationship between NWHIP and its MEMBERS. Policies established by the Board of Directors shall be followed by the representative and/or alternate representative to IPBC. In the absence of the establishment of a specific policy regarding a matter, the representative and/or alternate representative shall vote in that manner believed to best represent the interests of the majority of the MEMBERS.

No one serving on the Board of Directors shall receive any salary or other payment from NWHIP and any salary, compensation, payment or expenses for such delegate shall be paid by each MEMBER separate from this Agreement.

5. Voting

Each MEMBER shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated delegate or the alternate. Proxy or absentee voting shall not be permitted, although the Board of Directors may approve of electronic participation in accordance with law. Voting shall be conducted according to the following procedures:

- a. A quorum shall consist of a majority of the delegates of the MEMBERS then in office. A simple majority of a quorum shall be sufficient to pass upon all matters except as otherwise provided herein.
- b. Voice voting shall be permitted unless one (1) or more MEMBERS requests a roll call vote or the vote requires greater than a majority vote for passage.
- c. A two-thirds (2/3) affirmative vote of the entire membership of NWHIP shall be required to amend the plan of benefits available to the officers or employees of its MEMBERS, to admit a new MEMBER or listed agency or expel a MEMBER or listed agency, to amend this Agreement, and such other matters as the Board shall establish as requiring a two-thirds (2/3) affirmative vote, provided that such a rule can only be established by at least a two-thirds (2/3) affirmative vote of the entire membership.
- d. Any amendments to this Agreement which involve the manner in which NWHIP shall function as a MEMBER of the IPBC or the financial obligations of NWHIP or its MEMBERS to the IPBC shall not become effective after passage by the Board of NWHIP unless such amendment is also approved by a two-thirds (2/3) affirmative vote of the IPBC Board.

6. Meetings

Meetings of the Board of Directors shall be held at least two (2) times a year. The dates of meetings of the Board shall be established by the Chairperson in consultation with the membership. Special meetings may be held at the call of the Chairperson or by any three delegates. Any item of business may be discussed at a regular meeting but it cannot be voted upon unless it was included on the agenda. Business conducted at special meetings shall be limited to those items specified in the agenda. Ten (10) days' written notice of regular or special meetings shall be given to the delegates of each MEMBER by the Chairperson in consultation with the membership or the convening authority. The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chairperson of the Board of Directors or by the convening authority.

To the extent not contrary to this Agreement, and except as modified by the Board of Directors, Robert's Rules of Order, Latest Edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all delegates of the Board of Directors and to each MEMBER and to the Chairman of the IPBC.

7. Finances

A. NWHIP shall be considered a single MEMBER of IPBC, (as defined in IPBC By-Laws), for purposes of determining its required contribution to the IPBC. Each separate MEMBER of NWHIP shall be responsible for its share in the cost of membership in IPBC, which cost shall be in direct proportion to the number of employees and officers of the MEMBER whose benefit programs are to be administered by IPBC as compared to the total number of such persons in NWHIP, along with uniform method to determine differences in benefit plans and claims history and the obligations of Members to contribute to payments and cost of collective self-insurance

divided among the MEMBERS under formulas approved by the IPBC Board of Directors. Proposed changes in benefit plans must be approved by NWHIP and subject to the review and approval process in Article IX of the IPBC By-Laws.

B. NWHIP is responsible for all payments due from each of its MEMBERS. Payment may be made to a MEMBER acting as an agent for IPBC or with the approval of the IPBC from individual MEMBERS to the IPBC. In the event that a MEMBER of NWHIP should default in any payments due to the IPBC, it shall be the responsibility of the non-defaulting MEMBERS, in proportion to their payments to NWHIP, to make up the deficit, including costs of collection, after which they may take any action required to recoup their advances. In case NWHIP should dissolve, each shall be liable for its proportional share of the default or owed amounts, plus any costs in collection. Each separate MEMBER shall promptly pay to the agent for NWHIP or to the IPBC such monthly, supplementary or other payments as shall be due the IPBC. Payments shall be due within thirty (30) days after written notice from the IPBC of the amounts due.

In the event that a MEMBER of NWHIP should default in its financial obligations, both the NWHIP and the IPBC shall have the right to take action to recover such funds as are owed plus interest at the highest rate which may be paid by an Illinois non-home rule municipality and the costs of collection.

8. Plan of Benefits

Each MEMBER agrees to accept the Plan of Benefits put in place at the direction of the Board of Directors of NWHIP.

9. Obligations of MEMBERS

The obligations of each MEMBER to NWHIP and to IPBC shall be, as follows:

- a. To promptly pay all monthly and supplementary or other payments due to IPBC at such times and in such amounts as shall be established by IPBC within the scope of this Agreement and the IPBC By-Laws. The MEMBER shall also be responsible for all payments, costs and expenses established from time-to-time by the Board of Directors of NWHIP, within the scope of this Agreement. Any delinquent payments shall accrue a penalty, which, for a period of non-payment, shall be equivalent to the highest interest rate allowed by statute to be paid by an Illinois non-home rule municipality plus collection costs.
- b. To appoint a delegate and an alternate on the Board of Directors of IPBC.
- c. To allow IPBC and NWHIP reasonable access to all facilities of the MEMBERS and all records, including but not limited to financial records which relate to the purpose and powers of IPBC and NWHIP.
- d. To furnish full cooperation to IPBC and NWHIP attorneys, claims adjusters, Committees, the Benefit Administrator and any agent, employee, officer, or independent contractor, of IPBC and NWHIP relating to the purpose and powers of IPBC and NWHIP.
- e. To report to IPBC as promptly as possible all claims made to it within its benefit program as administered by IPBC.

10. Reserve Fund

NWHIP shall establish accounts in the IPBC Benefit Fund, the Administration Fund, the HMO Fund and other established funds, (the “Reserve Funds”), for the purpose of establishing a pool of funds to be used to pay for deficits in annual contributions and setting aside funds in the event that

one or more MEMBERS decides to withdraw from membership in NWHIP. A separate accounting shall be established to determine each individual Member's balance within the IPBC Funds. The exact amount of the Reserve Funds balance for each MEMBER will be determined after the audit is approved by the IPBC Board. If, after the audit process has been completed, a Reserve Fund balance below the amount specified above for one or more MEMBERS occurs, those MEMBERS with a Reserve Fund balance below the amount specified above must pay, within 150 days after the audit has been approved, an amount directly to the delinquent Reserve Fund or Funds to cover the shortfall. New MEMBERS of NWHIP shall, as a condition of membership shall adhere to the IPBC Fund Balance Policies. Payment shall be made to reach this reserve level by the end of the third full fiscal year of membership. If any MEMBERS leave this subpool before all such funds have been paid to the IPBC, the IPBC may choose to withhold the payment to any NWHIP MEMBER of claims in the amount of the deficiency.

If one or more MEMBERS chooses to withdraw from NWHIP, the fair share of Reserve Funds shall be used to pay its "run-out claims," with any surplus funds paid to the MEMBER after all sums due IPBC and NWHIP associated with its participation have been paid. If the amount on deposit in the Reserve Funds of the withdrawing MEMBER is not adequate to pay its "run-out claims," then the Reserve Funds of the remaining MEMBERS may be drawn down in a proportional manner to cover any shortfall prior to the withdrawing MEMBER fulfilling its contractual obligation to cover the shortfall or the IPBC may terminate paying such claims until the required Reserve Fund payments are made.

11. Withdrawal/Termination

A. MEMBERS shall be obligated to continue as MEMBERS during the term as established by the Board of Directors of IPBC until individual withdrawal. The current term of the IPBC, itself is through June 30, 2025. The obligation of a MEMBER until the individual withdrawal, shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to any health benefits when it became a MEMBER of NWHIP. Provided, however, a MEMBER shall only be required to provide continued participation for those persons within said classes of officers and employees as are actually employed or working for the MEMBER or as otherwise permitted to its MEMBERS by the IPBC.

Any MEMBER may withdraw from membership by giving written notice of such intention to withdraw to all other MEMBERS of NWHIP, and to the Chairman of the IPBC at least one hundred twenty (120) days prior to commencement of the then next fiscal year of the IPBC. Withdrawal from Membership can only take place at the end of a fiscal year of the IPBC. Failure to give such notice shall obligate the MEMBER to continue as a MEMBER of NWHIP for the next fiscal year except where NWHIP withdraws from IPBC, IPBC terminates or the IPBC declines to permit NWHIP to remain within the COOPERATIVE, with a reduced membership or for any other reason permitted under the IPBC Contract and By-Laws. Withdrawal by NWHIP shall only be made to take effect at the end of the then-current fiscal year in the same manner as other MEMBERS of the IPBC.

B. If a MEMBER should withdraw from NWHIP, no benefit claims of the MEMBER shall be processed or paid by the IPBC after the close of the plan year in which withdrawal takes place,

unless the MEMBER of NWHIP shall, in order to receive such services, provide funds or there are already adequate Reserve Funds applicable to the MEMBER available to pay said claims.

C. A final accounting of the withdrawing MEMBER's fair share of its Reserve Funds shall occur during the audit process for the last plan year that the withdrawing MEMBER was a MEMBER of NWHIP. After all amounts to the IPBC, if any, are paid, all remaining funds shall be refunded to the withdrawing MEMBER or, if that MEMBER is still in default, then to NWHIP within thirty (30) days after the aforementioned audit is approved.

D. In the event that a non-appealed or appealable order of a court in which IPBC is a party should decide that NWHIP may not be a MEMBER of the IPBC, then this Agreement shall terminate, provided, however, that to the extent permitted by law, the termination shall take place in accordance with Paragraph 11-B hereof.

12. Expulsion of MEMBERS

By the vote of two-thirds (2/3) of the entire remaining membership of the Board of Directors of NWHIP, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

- a. Failure to make any payments due to NWHIP or the IPBC.
- b. Failure to furnish full cooperation with the IPBC's attorneys, Committees, claims adjusters, Benefit Administrator and any agent, employee, officer or independent contractor of the IPBC or NWHIP relating to the purpose and powers of the IPBC or NWHIP.
- c. Failure to carry out any obligation of a MEMBER which impairs the inability of NWHIP to carry out its purposes and powers.

No MEMBER may be expelled except after notice from NWHIP of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that fifteen (15) day period, may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. A decision by the Board to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless the Board shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former MEMBER shall continue to be fully obligated for any payment to the IPBC or NWHIP, which was created during the term of the administration of its claims along with any other unfulfilled obligation as if it was still a MEMBER of NWHIP.

The obligation of the IPBC to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that such obligations shall only exist where there is a credit balance held by the IPBC to the account of NWHIP or such a credit balance is created. The IPBC shall not be required to pay any benefits for the expelled MEMBER after the actual date of expulsion if a deficit in amounts owed to the IPBC should exist at any time during the thirty (30) day period. Within sixty (60) days after the last claim of the MEMBER is paid by the IPBC, a final accounting of funds owed or owing shall take place. Pending claims and other records of the expelled MEMBER shall be turned over to that MEMBER in a prompt manner. With regard to any claims payable under an HMO program, where the IPBC has entered into a contract with the HMO provider to pay continuing benefits after

termination, the expelled MEMBER shall be required to pay all amounts in excess of those within its Reserve Funds and, pending such payments, NWHIP shall be responsible for making the payment or reimbursing the IPBC.

In the event that the Board of the IPBC should vote to expel NWHIP from membership so long as a particular municipality or listed entity was a MEMBER of NWHIP, that MEMBER or listed entity shall be deemed to have been expelled from NWHIP in the same manner as if the NWHIP Board had taken that action.

13. Acceptance of Contract and By-Laws of the Intergovernmental Personnel Benefit Cooperative

The Charter MEMBERS and other MEMBERS, by agreeing to be bound by this Intergovernmental Agreement, hereby agree to accept the terms and conditions contained within the Contract and By-Laws of the IPBC, as of the date of this Agreement and as amended from time-to-time, except that the IPBC By-Laws may not be amended to require from NWHIP duties or responsibilities different from the other MEMBERS of the IPBC and not initially contained within this Agreement or amendments thereto, agreed to by NWHIP, by action of the Board of Directors.

14. Commencement of Agreement

This Agreement shall be in full force and effect and legally binding upon the signatory MEMBERS as of the date of its passage by the corporate authorities of the Charter Members and the approval by the Board of Directors of the IPBC.

15. Contractual Obligation

This Agreement shall constitute the contract among those units of local government which become MEMBERS of NWHIP. The obligations and responsibilities of the MEMBERS set forth

herein, including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the MEMBERS. The terms of this Agreement may be enforced in a court of law or equity either by NWHIP itself, by any of its MEMBERS or by the IPBC. A consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by the MEMBERS and anticipated reduction of administrative costs for the processing of personnel benefits. That except to the extent of the financial contributions to NWHIP and the IPBC agreed to herein, or such additional obligations as may come about through amendments to this Agreement, no MEMBER agrees or contracts herein to be held responsible for any claims of any kind against any other MEMBER outside of the scope of NWHIP or the IPBC.

16. Entire Understanding

This Agreement sets forth the entire understanding of the parties and may only be amended as provided for herein.

17. Assignment

This Agreement shall not be assigned by any party hereto.

18. Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed to be an original.

19. Governing Law

This Agreement shall be governed in accordance with the laws of the State of Illinois.

By execution of this Contract and By-Laws document, we do hereby certify that its approval and our membership has been authorized by our governing Board of _____.

DATED: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

APPENDIX A

Charter Members – July 1, 2017

Village of Algonquin
Algonquin-Lake in the Hills Fire Protection District
City of Batavia
Village of Beach Park
Village of Cary
Village of Gilberts
Village of Glencoe
City of Highwood
Village of Huntley
Village of Itasca
Village of Lake Zurich
Northwest Central Dispatch System
Village of Roscoe
Schaumburg Township
Southeast Emergency Communitations

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE WITHDRAWAL
FROM A GOVERNMENTAL SELF-INSURANCE SUB-POOL
AND MEMBERSHIP IN ANOTHER GOVERNMENTAL
SELF-INSURANCE SUB-POOL AND REQUESTING THE
APPROVAL OF THE BOARD OF DIRECTORS OF THE
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE (IPBC)**

WHEREAS, the Village of Algonquin, has for some years, been a Member of the Northern Illinois Health Insurance Initiative (NIHII), a sub-pool which has been a Member of the Intergovernmental Personnel Benefit Cooperative (IPBC); and

WHEREAS, this governmental body wishes to authorize its delegate to vote at its existing sub-pool for its withdrawal and for that same person to be selected as our representative to a new governmental self-insurance sub-pool Northwest Health Insurance Pool (NWHIP); and

WHEREAS, the IPBC, which is an Intergovernmental Cooperative, which provides health claim and other coverages for its Members, must approve the Membership of both newly-created sub-pools and their Members.

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

SECTION 1. The Corporate Authorities of this governmental body authorize its withdrawal from the Northern Illinois Health Insurance Initiative (NIHII), sub-pool under such terms and conditions as that sub-pool shall establish and which our delegate agrees to by seeking such withdrawal.

SECTION 2. The Corporate Authorities authorize the execution of an Intergovernmental Agreement consenting to become a Member of an existing or new sub-pool called Northwest Health Insurance Pool (NWHIP). The appropriate officers of this governmental body are

authorized to execute the Contract and By-Laws Document of that sub-pool, a copy of which is attached to this Resolution.

SECTION 3. This governmental body requests that the Board of Directors of the IPBC take such actions as are required to permit this governmental body to take the actions authorized in Sections 1 and 2 of this Resolution effective July 1, 2017.

SECTION 4. This Resolution shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

CERTIFIED AS TO CORRECTNESS:

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

TO: Tim Schloneger, Village Manager
FROM: Katie Gock, Recreation Superintendent
DATE: February 9, 2017
SUBJECT: Affiliate Agreements

Attached are the agreement renewals with the Algonquin Area Youth Organization, Algonquin Lake in the Hills Soccer Association, and the Trails Swim Team. Each of these organizations continue to provide recreation to Village residents in the way of baseball and softball, soccer, and competitive swimming.

The proposed agreements for AAYO and ALITHSA are attached. In exchange for use of the parks, baseball fields and soccer fields AAYO and ALITHSA will pay the Village a per player fee. In addition, both of these groups will be charged a fixed hourly rate per hour of light usage at Kelliher Park.

The proposed agreement for Trails Swim Team, Inc. is also attached. In exchange for use of Lions-Armstrong Pool, Trails Swim Team, Inc. will pay the Village an annual fee for the use of the pool. Additionally, Trails Swim Team, Inc. will be charged a fixed hourly rate for pool salary expenses.

Village staff recommends approval of the agreement with Algonquin Area Youth Organization, Algonquin Lake in the Hills Soccer Association, and the Trails Swim Team.

C: Michael Kumbera, Assistant Village Manager

AFFILIATE ORGANIZATION AGREEMENT

BETWEEN THE VILLAGE OF ALGONQUIN & ALGONQUIN AREA YOUTH ORGANIZATION

This Agreement entered into this 17 day of JANUARY, in the year of 2017, by and between the Village of Algonquin ("VILLAGE"), an Illinois Municipal Corporation and the Algonquin Area Youth Organization ("AFFILIATE ORGANIZATION"), a not-for-profit athletic-oriented group, organization, or association.

Whereas, the VILLAGE owns and operates the FACILITIES identified in Exhibit A attached hereto and incorporated herein and the AFFILIATE ORGANIZATION desires to utilize areas of the FACILITIES for the terms described, upon the following terms and conditions;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERM

The term of this Agreement is one year which will be automatically renewed annually unless either the VILLAGE or the AFFILIATE ORGANIZATION gives sixty (60) day notice in writing to the other of its desire to end the agreement.

DEFINITION OF AFFILIATE ORGANIZATION

An AFFILIATE ORGANIZATION is defined as a not-for-profit organization, association, or similar group whose main purpose is to provide constructive athletic opportunities to the residents of Algonquin on VILLAGE-owned property. Activities conducted by an AFFILIATE ORGANIZATION must meet the conditions described below for constructive, wholesome and worthwhile recreational pursuits:

- 1) The group must:
 - a) Be governed by a Board of Directors or Officers.
 - b) Be designated and maintain not-for-profit status.
 - c) Be athletic-oriented.
 - d) Demonstrate at least 60% of participants reside within the municipal boundaries of the Village of Algonquin.
 - e) Maintain the integrity and purpose of the FACILITIES and the surrounding areas by demonstrating appropriate behaviors with all members of the AFFILIATE ORGANIZATION.
- 2) The group's existence shall be of maximum value to the community.
- 3) The activities of the group must develop a sense of achievement and self-worth for its participants.
- 4) Benefits of the activities shall include improvements of the physical, mental, and/or emotional well-being of participants.
- 5) The activity shall stimulate creativity, develop recreational skill, and /or enhance avenues of socialization.
- 6) AFFILIATE ORGANIZATION can include two league types:
 - a) Recreation League: A league with intra-league play
 - b) Travel League: A league with inter-league and tryouts for participation.
- 7) The VILLAGE shall agree to sanction no more than five (5) Affiliate Organizations at any given time. This will include up to one (1) baseball group, two (2) football groups, one (1) soccer group, and one (1) tennis group.
- 8) Activities sponsored by an AFFILIATE ORGANIZATION shall not, other than to adhere to specific membership guidelines or to minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, religion, sex, sexual orientation, or physical or mental disability. Registration for membership and/or tryouts must be open and publicized to all residents of the Village.

PROVISIONS TO BE A VILLAGE AFFILIATE ORGANIZATION

- 1) The **VILLAGE** shall have no financial or legal responsibility for the **AFFILIATE ORGANIZATION**.
- 2) The **AFFILIATE ORGANIZATION** and the **VILLAGE** shall meet annually to discuss issues, exchange ideas, and discuss plans for future opportunities.
- 3) The **AFFILIATE ORGANIZATION** will provide annually:
 - a) The names of the directors or officers governing the **AFFILIATE ORGANIZATION**.
 - b) **AFFILIATE ORGANIZATION** Statement of Purpose.
 - c) **AFFILIATE ORGANIZATION** established guidelines, and a set of by-laws that have been accepted and approved by the organization's board.
 - d) Copies of current annual report, and financial information.
 - e) Copy of **AFFILIATE ORGANIZATION** not-for-profit certificate and/or letter.
 - f) Copy of **AFFILIATE ORGANIZATION** Code of Conduct to be distributed and signed by coaches, parents, and participants. See Exhibit B.
 - g) Verification that completed Background Checks on all coaches, managers, or other adults who have leadership roles or contact with minor participants have been performed.
 - h) Contact information for a minimum of one (1) of the **AFFILIATE ORGANIZATION** liaisons. In no such case shall there be more than two (2) liaisons.
 - i) Certificate of Insurance indemnifying the **VILLAGE** and its **FACILITIES**.
- 4) The **AFFILIATE ORGANIZATION** shall be a not-for-profit organization, defined as follows:
 - a) Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
 - b) Expenses shall be limited to the purposes to which the organization is devoted and may include, but shall not be limited to, the payment of reasonable salaries and compensation to its officers, agents, employees and contractors.
 - c) Assets of the organization shall not either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
 - d) Deposits, expenditures, and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- 5) A Code of Conduct shall be signed by **AFFILIATE ORGANIZATION** participants, parents, and coaches each year of this agreement. Failure to self-enforce the Code of Conduct shall nullify this agreement. The signed Codes of Conduct shall be kept on-file by the **AFFILIATE ORGANIZATION** and made available to the **VILLAGE** upon request.
- 6) All spectators, participants, coaches, and staff of **AFFILIATE ORGANIZATION** shall adhere to:
 - a) **VILLAGE's** Municipal Code Chapter 11 Parks and Playgrounds.
 - b) Annual Code of Conduct for participation in **AFFILIATE ORGANIZATION**.
- 7) The **AFFILIATE ORGANIZATION** shall not without prior written **VILLAGE** approval commence any changes, modifications or improvement to Village property. Costs to rectify unapproved changes or modifications to **VILLAGE** property shall be paid by the **AFFILIATE ORGANIZATION**. Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Village in advance.
- 8) The **AFFILIATE ORGANIZATION** shall maintain general liability and worker's compensation insurance as required herein.

APPROVED FACILITIES

The **AFFILIATE ORGANIZATION** shall use the following **FACILITIES** for their events and activities that include general practices, scrimmages, and games:

See attached list Exhibit A Fall Ball see attached list Exhibit B

All other **VILLAGE**-owned parcels are not approved at this time for use by the **AFFILIATE ORGANIZATION**, unless otherwise approved by written notice by the Village Manager and/or his/her designee.

APPROVED DATES & TIMES FOR APPROVED FACILITIES

The **AFFILIATE ORGANIZATION** shall use the following **FACILITIES** for their events and activities. Said events and activities will be described annually in a side contract.

STATUTES, RULES, AND REGULATIONS

In the interest of the personal safety of guests, participants, and staff, the following rules must be followed:

- a) The **FACILITIES** is not to be used in excess of its normal capacity.
- b) All doorways, sidewalks, fence entrances, and driveways must remain unobstructed at all times.
- c) **AFFILIATE ORGANIZATION** acknowledges that this Agreement is subject to all Federal, State, and Local rules and regulations of the Village of Algonquin and its **FACILITIES**.
- d) **AFFILIATE ORGANIZATION** agrees to conform to all applicable rules and regulations and be bound thereby.
- e) **AFFILIATE ORGANIZATION** further agrees that it shall conform to, comply with, and abide by all applicable laws of the United States, the State of Illinois, the rules and regulations of all jurisdictional governmental boards and bureaus, including the regulation of the Village of Algonquin Police Department and Algonquin/Lake in the Hills and/or Huntley Fire Protection District.
- f) Failure to comply with any provision in this section will be grounds for the immediate termination of any event(s) or activity(s), with the full costs of the Event or Activity and all costs of termination assessed to **AFFILIATE ORGANIZATION**, regardless of the duration of the Event or Activity prior to termination.

ADA COMPLIANCE

AFFILIATE ORGANIZATION agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), as well as its related regulations, for Events and activities held in **VILLAGE** facilities, including the **FACILITIES**.

PARKING

Parking in the vicinity of the facility will be in accordance with Village policy. Guaranteed parking is not part of this contract, and during Village Special Events a fee may be required for parking, and parking may be prohibited in lots that surround the **FACILITIES**. Parking in fire lanes, on Village Park Parcels (including grass areas, basketball courts, and paths) is strictly prohibited.

ASSIGNMENT

The **AFFILIATE ORGANIZATION** may not sublet their approved allocated date or time, nor otherwise assign any rights, responsibilities, or obligations relating to this Agreement.

SPECIAL FACILITIES AND SERVICES

The **AFFILIATE ORGANIZATION** shall be responsible for providing and maintaining appropriate and approved portable toilets at the **FACILITIES** where bathrooms are not available. Portable toilets must be onsite by the first day of the season and removed no more than thirty (30) days after the conclusion of the season each year.

AFFILIATE ORGANIZATION'S LIABILITY

The **AFFILIATE ORGANIZATION** shall be responsible for the supervision and control of the **AFFILIATE ORGANIZATION** attendees and their activities on **VILLAGE** premises, including the **FACILITIES**. The **AFFILIATE ORGANIZATION** agrees to indemnify, save and hold harmless, assume liability for and defend the Village of Algonquin, its Board of Trustees and Village President, and its officers, employees, attorneys, volunteers, and agents (collectively, "Indemnities,") from and against any and all actions, claims, liabilities, damages, assertions, or liability, losses, costs, and expenses, which in any manner arise or are alleged to have arisen from the use of the **AFFILIATE ORGANIZATION** premises, including the use in any way of the **FACILITIES**.

INSURANCE

- 1) The **AFFILIATE ORGANIZATION** shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the **AFFILIATE ORGANIZATION's** use of the **FACILITIES** and provide the **VILLAGE** with a Certificate of Insurance. Such insurance shall designate "The Village of Algonquin, its Board of Trustees and Village President, Village Staff, and the **FACILITIES** as an additional insured under the policy.
- 2) **AFFILIATE ORGANIZATION** hereby agrees to effectuate the naming of the **VILLAGE** as an unrestricted additional insured on **AFFILIATE ORGANIZATION** policy.
- 3) The policy naming the **VILLAGE** as an additional insured shall:
 - a) Be an insurance policy from an A.M. Best rated "secured" NYS licensed insurer. Said policy must be enclosed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice to the Village;
 - b) State that the organization's coverage shall be primary coverage for the **VILLAGE**, its Board, employees and volunteers; and
 - c) Additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
 - d) **AFFILIATE ORGANIZATION** agrees to indemnify the **VILLAGE** for any applicable deductibles.
- 4) Required Insurance:
 - a) Broad Form Comprehensive Commercial General Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate.
 - b) Worker's Compensation
Each Accident
Disease-Policy Limit
Disease-Each Employee
 - Statutory Limits
\$100,000
\$500,000
\$500,000
- 5) **AFFILIATE ORGANIZATION** acknowledges that failure to obtain such insurance on behalf of the **VILLAGE** constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the **VILLAGE**. **AFFILIATE ORGANIZATION** is to provide the **VILLAGE** with a certificate of insurance, evidencing the above requirements have been met. The failure of the **VILLAGE** to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the **VILLAGE**.
- 6) Deviation from these requirements and limits is only allowed with advance written permission of the **VILLAGE**. The **AFFILIATE ORGANIZATION** further agrees that its liability under this agreement extends beyond the limits of this coverage and that **VILLAGE**, by not requiring Certificate of Insurance or by accepting a Certificate of Insurance as satisfying the requirements of this section, accepts no liability under this clause.
- 7) Certificate of Insurance must be filed with the **VILLAGE** Human Resources Department, 2200 Harnish Drive, Algonquin, IL 60102, at least fourteen 14 days prior to the start of the season with a copy sent to Recreation Superintendent. Failing to file this certificate, when required, will automatically negate any and all previously approved events and activities at the **FACILITIES** until the **VILLAGE** has received and approved the certificate, but shall not relieve **AFFILIATE ORGANIZATION** of any payment obligations under this Agreement.

BASIC FACILITY CHARGE (operational expenses)

The **AFFILIATE ORGANIZATION** agrees to pay the **VILLAGE** a Basic Operational Expense determined annually for the use of the **FACILITIES**. Please see Exhibit A.

The Basic Facility Charge shall include, and be limited to, making the facility available for use and shall be paid by the terms invoiced by the **VILLAGE** in one installment each year after the **AFFILIATE ORGANIZATION** season has started. There will be no refunds and/or reimbursements issued after 50% of the scheduled season has passed.

PERSONNEL AND SPECIAL SERVICE CHARGE(S) – ADDITIONAL BILLING

It is agreed that the VILLAGE may unilaterally undertake to provide the AFFILIATE ORGANIZATION special janitorial and supervisory coverage including services which are sufficient, in it's the VILLAGE sole discretion, to restore the FACILITIES to a safe, clean and orderly condition. AFFILIATE ORGANIZATION shall pay for all services reasonably necessary or desirable to properly maintain and operate the FACILITIES during the term of the use including, although not limited to, traffic control, parks and forestry staff, building services personnel, and other services as deemed appropriate by the Village Manager, or designee. If the aforesaid services are arranged by the VILLAGE, then the AFFILIATE ORGANIZATION will reimburse the VILLAGE for all costs associated with such services. These costs will be assessed and made available to the AFFILIATE ORGANIZATION within 48 business hours of occurrence. The number of employees working and hours reasonably necessary to accomplish their work shall be in the sole discretion of the Village, unless expressly stated in this Agreement.

The VILLAGE will not provide staffing during events and activities.

Requests for additional assistance beyond the general care of the FACILITIES including, but not limited to painting of concession stands, field preparation, lining, etc. will be billed for separately. These requests must be made in writing to the VILLAGE. These costs will be assessed and made available to the AFFILIATE ORGANIZATION within 48 business hours of completion. The VILLAGE retains the right to decline and/or modify all requests for assistance.

The VILLAGE will assign the AFFILIATE ORAGNIZATION a pin number to operate the light system located at Kelliher Park. The AFFILIATE ORAGNIZATION will be responsible for the pin number and billed according to use. The light usage fee will be charged at \$25 per hour and time will be rounded to the nearest quarter hour. The VILLAGE will bill the AFFILIATE ORGANIZATION on a monthly basis for light time used.

DAMAGES AND SITE EXPECTATIONS

All FACILITIES are to be used respectfully and kept clean at all times by the AFFILIATE ORGANIZATION. All garbage and debris are to be removed from the site or placed in the proper trash receptacles during use of the FACILITIES. Recycling is highly encouraged. AFFILIATE ORGANIZATION is responsible for bringing appropriate containers to and from the FACILITIES to encourage recycling amongst AFFILIATE ORGANIZATION participants and spectators. Any garbage, debris, or recycling not removed or put into the appropriate receptacle at the FACILITIES is considered damage to the facility.

The AFFILIATE ORGANIZATION agrees to reimburse the VILLAGE for any damages in excess of ordinary wear to the FACILITIES or any part thereof, including but not limited to the grounds, buildings, furniture, equipment, toilets, concession stand, bathrooms, signs, gates, fencing, dugouts, lights, or other fixtures caused by players, coaches, employees, representatives, or invited or uninvited guests or spectators (collectively, "AFFILIATE ORGANIZATION Attendees") at Activities and Events conducted by the AFFILIATE ORGANIZATION. AFFILIATE ORGANIZATION assumes financial responsibility for the acts of all AFFILIATE ORGANIZATION Attendees. Whether damage is caused by AFFILIATE ORGANIZATION attendees or is in excess of ordinary wear shall be in the sole discretion of the Village Manager, or designee. The AFFILIATE ORGANIZATION will be billed for any such damages incurred or repaired by the VILLAGE, including labor and materials. These costs will be assessed and made available to the AFFILIATE ORGANIZATION within 48 business hours of occurrence. The parties agree that the VILLAGE does not assume and expressly waives responsibility for damage to or loss of any materials or equipment left in the FACILITIES, on display, or in storage.

No equipment is to be stored onsite unless prior approval from the VILLAGE. The VILLAGE is not responsible for AFFILIATE ORGANIZATON equipment.

SPECIAL REGULATIONS

The **AFFILIATE ORGANIZATION** shall not permit players, coaches, employees, representatives, or invited or uninvited guests or spectators to bring onto, or possess on **VILLAGE** premises, weapons, contraband, alcohol, explosives, fireworks, or other controlled substances. The **AFFILIATE ORGANIZATION** shall provide adequate adult supervision of minors participating in Events and activities (1 adult:12 minors). For the purpose of the agreement, a "minor" is any person under the age of 18 years. The supervisor(s) shall be in charge of the group and shall be responsible for seeing that the terms and conditions of this agreement are met.

The **AFFILIATE ORGANIZATION** shall be responsible for complying with all local, state, and federal laws, and safety provisions.

The **AFFILIATE ORGANIZATION** will be responsible for obtaining a Special Events permit from the Village of Algonquin's Community Development Department for events that are outside the parameters of a general game, practice, and scrimmage. This would include tournaments, meets, invitationals, etc.

LIAISON(S)

The **VILLAGE** and the **AFFILIATE ORGANIZATION** will both provide a minimum of one (1) and a maximum of two (2) liaison(s) who will communicate and address any questions, concerns and/or issues between the **VILLAGE** and the **AFFILIATE ORGANIZATION**. The purpose of the liaison is to ensure consistency and continuity between the two parties when questions, concerns, and/or issues arise. The Liaisons will be the only people to communicate problems, concerns, or issues between the two parties.

1) The Liaisons from both parties must:

- a) Enforce and obey all facility regulations, as well as other federal, state, and local regulations.
- b) Provide contact information including:
 - i) Home/Work Telephone
 - ii) Cellular Telephone
 - iii) Email Address
 - iv) Mailing Address
- c) Be consistent when relaying information to their party.
- d) Answer/Resolve the question, concern, and/or issue within the parameters of their position or refer the question, concern and/or issue to the appropriate personnel.
- e) Be given a copy of this Agreement.

FOOD AND BEVERAGES

Food and/or beverages shall not be sold at the **FACILITIES**, unless prior written agreement through the **VILLAGE** is obtained. This agreement does not cover food and/or beverages sold in the Concession Stands located at various **VILLAGE FACILITIES**. **AFFILIATE ORGANIZATION** must comply with all local, state, and federal laws as it pertains to the sale and/or preparation of food and beverage items at the concession stands at the **FACILITIES**.

Alcoholic beverages are not permitted at any **VILLAGE FACILITIES**.

MERCHANDISE SALES

With written approval of the management of the **FACILITIES**, **AFFILIATE ORGANIZATION** may sell at the **FACILITIES** clothes, souvenirs, programs, or other merchandise at the **FACILITIES**. Such merchandise shall not bear **VILLAGE** trademarks or the name or picture of **FACILITIES**. Such merchandise must be in good taste, not state or imply an endorsement of **AFFILIATE ORGANIZATION** or Event or Activity by the **VILLAGE**.

SPONSORSHIP

The **VILLAGE** and the **FACILITIES** shall not be deemed to sponsor any activities conducted by **AFFILIATE ORGANIZATION** at the **FACILITIES** or elsewhere, and no literature or publicity shall indicate **VILLAGE** or **FACILITIES** sponsorship. Use of the **FACILITIES** for the purpose of commercial exploitation is prohibited. All posters, banners, etc., will be subject to approval by the Village Manager.

CANCELLATION OR CHANGES IN REQUEST

Written notification of cancellation by the **AFFILIATE ORGANIZATION** must be received by the **VILLAGE** fourteen (14) days prior to the first day of scheduled practice. Notification of cancellation by the **AFFILIATE ORGANIZATION** received after fourteen (14) days prior to the start of the season will result in the **AFFILIATE ORGANIZATION** being held liable for 50% of the Basic Facility Charge and any Special Service Charges which have accrued to the Village. Any changes to this agreement must be done in writing and signed by both parties.

Should the conduct of the events and activities contemplated by the **AFFILIATE ORGANIZATION** at the **FACILITIES** be prohibited or prevented by any laws, proclamations or decrees, or if such conduct is prevented or substantially impeded by an "Act of God", strikes, labor disturbances, demonstrations, war, riot or other like cause, such game, contest, practice, scrimmage, meeting, or exposition (collectively, "events and activities") shall be rescheduled, if practical, for a time mutually agreeable to the parties.

Should such Events and activities not be rescheduled, **AFFILIATE ORGANIZATION** shall reimburse the **VILLAGE** for its actual expenses incurred in anticipation of and preparation for such events and activities. If the **AFFILIATE ORGANIZATION** has prepaid for such events and activities, the **VILLAGE** will prorate for the actual usage and refund remaining funds.

TERMINATION BY VILLAGE

The **VILLAGE** shall have the right to immediately terminate this Agreement by verbal notice to **AFFILIATE ORGANIZATION** representative. The **AFFILIATE ORGANIZATION** will be responsible for any Personnel and Special Service Charges, as well as any Basic Facility Charges for any and all use prior to the verbal termination.

ENTIRE AGREEMENT

This agreement constitutes the entire Agreement between the parties relating to the use of **FACILITIES** and supersedes any previous agreements or understandings.

GOVERNING LAW

This Agreement shall be construed according to laws of the State of Illinois. The Parties consent to the exclusive jurisdiction of the 22nd Judicial Circuit Court, McHenry County, Illinois, and waive all objections, including those as to venue, to same.

AUTHORITY

The person(s) signing below for the **AFFILIATE ORGANIZATION** hereby affirm that they have authority to bind that organization to this Agreement. In the event or to the extent that is not true, the signer agrees to assume personally all of the obligations and commitments herein agreed.

VILLAGE REMEDIES

The **VILLAGE** shall be entitled to enforce its rights hereunder through injunctive relief. The **VILLAGE** shall be entitled to receive its reasonable costs and attorney fees in bringing suit to enforce such rights.

AMENDMENT

This Agreement shall not be amended except upon written agreement of the **VILLAGE** and **AFFILIATE ORGANIZATION** and upon ratification by action of the Village Board.

SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

EXTENSION OF AGREEMENT

This is a perpetual renewal agreement that will be annually reviewed to ensure provisions are met.

GENERAL CONDITIONS

- 1) If any term, covenant, or condition of this Agreement is declared invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.
- 2) This agreement constitutes the entire agreement between the Village and the **AFFILIATE ORGANIZATION**. This Agreement may not be modified or amended except by written agreement of all parties.

NOTICES

All notices under this Agreement shall be sent to the following parties at the following addresses:

VILLAGE

Village of Algonquin
Village Manager's Office
2200 Harnish Drive
Algonquin, IL 60102

FACILITIES: Exhibit A, Exhibit B

AFFILIATE ORGANIZATION:

Algonquin Area Youth Organization (A.A.Y.O.)
P.O. Box 265
Algonquin, IL 60102

Village of Algonquin

Printed Name of Authorized Signature

Title: _____

Signature

Date

AAYO

STEVE LAVIN

Printed Name of Authorized Signature

Title: Secretary

Steve Lavin

Signature

1/17/2017

Date

AFFILIATE ORGANIZATION AGREEMENT

BETWEEN THE VILLAGE OF ALGONQUIN & ALGONQUIN LAKE IN THE HILLS SOCCER ASSOCIATION

This Agreement entered into this 6th day of January, in the year of 2017, by and between the Village of Algonquin ("VILLAGE"), an Illinois Municipal Corporation and the Algonquin Lake in the Hills Soccer Association ("AFFILIATE ORGANIZATION"), a not-for-profit athletic-oriented group, organization, or association.

Whereas, the VILLAGE owns and operates the FACILITIES identified in Exhibit A attached hereto and incorporated herein and the AFFILIATE ORGANIZATION desires to utilize areas of the FACILITIES for the terms described, upon the following terms and conditions;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERM

The term of this Agreement is one year which will be automatically renewed annually unless either the VILLAGE or the AFFILIATE ORGANIZATION gives sixty (60) day notice in writing to the other of its desire to end the agreement.

DEFINITION OF AFFILIATE ORGANIZATION

An AFFILIATE ORGANIZATION is defined as a not-for-profit organization, association, or similar group whose main purpose is to provide constructive athletic opportunities to the residents of Algonquin on VILLAGE-owned property. Activities conducted by an AFFILIATE ORGANIZATION must meet the conditions described below for constructive, wholesome and worthwhile recreational pursuits:

- 1) The group must:
 - a) Be governed by a Board of Directors or Officers.
 - b) Be designated and maintain not-for-profit status.
 - c) Be athletic-oriented.
 - d) Demonstrate at least 60% of participants reside within the municipal boundaries of the Village of Algonquin.
 - e) Maintain the integrity and purpose of the FACILITIES and the surrounding areas by demonstrating appropriate behaviors with all members of the AFFILIATE ORGANIZATION.
- 2) The group's existence shall be of maximum value to the community.
- 3) The activities of the group must develop a sense of achievement and self-worth for its participants.
- 4) Benefits of the activities shall include improvements of the physical, mental, and/or emotional well-being of participants.
- 5) The activity shall stimulate creativity, develop recreational skill, and/or enhance avenues of socialization.
- 6) AFFILIATE ORGANIZATION can include two league types:
 - a) Recreation League: A league with intra-league play.
 - b) Travel League: A league with inter-league and tryouts for participation.
- 7) The VILLAGE shall agree to sanction no more than five (5) Affiliate Organizations at any given time. This will include up to one (1) baseball group, two (2) football groups, one (1) soccer group, and one (1) tennis group.
- 8) Activities sponsored by an AFFILIATE ORGANIZATION shall not, other than to adhere to specific membership guidelines or to minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, religion, sex, sexual orientation, or

physical or mental disability. Registration for membership and/or tryouts must be open and publicized to all residents of the Village.

PROVISIONS TO BE A VILLAGE AFFILIATE ORGANIZATION

- 1) The **VILLAGE** shall have no financial or legal responsibility for the **AFFILIATE ORGANIZATION**.
- 2) The **AFFILIATE ORGANIZATION** and the **VILLAGE** shall meet annually to discuss issues, exchange ideas, and discuss plans for future opportunities.
- 3) The **AFFILIATE ORGANIZATION** will provide annually:
 - a) The names of the directors or officers governing the **AFFILIATE ORGANIZATION**.
 - b) **AFFILIATE ORGANIZATION** Statement of Purpose.
 - c) **AFFILIATE ORGANIZATION** established guidelines, and a set of by-laws that have been accepted and approved by the organization's board.
 - d) Copies of current annual report, and financial information.
 - e) Copy of **AFFILIATE ORGANIZATION** not-for-profit certificate and/or letter.
 - f) Copy of **AFFILIATE ORGANIZATION** Code of Conduct to be distributed and signed by coaches, parents, and participants. See Exhibit B.
 - g) Verification that completed Background Checks on all coaches, managers, or other adults who have leadership roles or contact with minor participants have been performed.
 - h) Contact information for a minimum of one (1) of the **AFFILIATE ORGANIZATION** liaisons. In no such case shall there be more than two (2) liaisons.
 - i) Certificate of Insurance indemnifying the **VILLAGE** and its **FACILITIES**.
- 4) The **AFFILIATE ORGANIZATION** shall be a not-for-profit organization, defined as follows:
 - a) Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
 - b) Expenses shall be limited to the purposes to which the organization is devoted and may include, but shall not be limited to, the payment of reasonable salaries and compensation to its officers, agents, employees and contractors.
 - c) Assets of the organization shall not either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
 - d) Deposits, expenditures, and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- 5) A Code of Conduct shall be signed by **AFFILIATE ORGANIZATION** participants, parents, and coaches each year of this agreement. Failure to self-enforce the Code of Conduct shall nullify this agreement. The signed Codes of Conduct shall be kept on-file by the **AFFILIATE ORGANIZATION** and made available to the **VILLAGE** upon request.
- 6) All spectators, participants, coaches, and staff of **AFFILIATE ORGANIZATION** shall adhere to:
 - a) **VILLAGE's** Municipal Code Chapter 11 Parks and Playgrounds.
 - b) Annual Code of Conduct for participation in **AFFILIATE ORGANIZATION**.
- 7) The **AFFILIATE ORGANIZATION** shall not without prior written **VILLAGE** approval commence any changes, modifications or improvement to Village property. Costs to rectify unapproved changes or modifications to **VILLAGE** property shall be paid by the **AFFILIATE ORGANIZATION**. Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Village in advance.
- 8) The **AFFILIATE ORGANIZATION** shall maintain general liability and workers compensation insurance as required herein.

APPROVED FACILITIES

The **AFFILIATE ORGANIZATION** shall use the following **FACILITIES** for their events and activities that include general practices, scrimmages, and games:

See attached list Exhibit A.

All other **VILLAGE**-owned parcels are not approved at this time for use by the **AFFILIATE ORGANIZATION**, unless otherwise approved by written notice by the Village Manager and/or his/her designee.

APPROVED DATES & TIMES FOR APPROVED FACILITIES

The **AFFILIATE ORGANIZATION** shall use the following **FACILITIES** for their events and activities. Said events and activities will be described annually in a side contract.

STATUTES, RULES, AND REGULATIONS

In the interest of the personal safety of guests, participants, and staff, the following rules must be followed:

- a) The **FACILITIES** are not to be used in excess of its normal capacity.
- b) All doorways, sidewalks, fence entrances, and driveways must remain unobstructed at all times.
- c) **AFFILIATE ORGANIZATION** acknowledges that this Agreement is subject to all Federal, State, and Local rules and regulations of the Village of Algonquin and its **FACILITIES**.
- d) **AFFILIATE ORGANIZATION** agrees to conform to all applicable rules and regulations and be bound thereby.
- e) **AFFILIATE ORGANIZATION** further agrees that it shall conform to, comply with, and abide by all applicable laws of the United States, the State of Illinois, the rules and regulations of all jurisdictional governmental boards and bureaus, including the regulation of the Village of Algonquin Police Department and Algonquin/Lake in the Hills and/or Huntley Fire Protection District.
- f) Failure to comply with any provision in this section will be grounds for the immediate termination of any event(s) or activity(s), with the full costs of the Event or Activity and all costs of termination assessed to **AFFILIATE ORGANIZATION**, regardless of the duration of the Event or Activity prior to termination.

ADA COMPLIANCE

AFFILIATE ORGANIZATION agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), as well as its related regulations, for Events and activities held in **VILLAGE** facilities, including the **FACILITIES**.

PARKING

Parking in the vicinity of the facility will be in accordance with Village policy. Guaranteed parking is not part of this contract, and during Village Special Events a fee may be required for parking, and parking may be prohibited in lots that surround the **FACILITIES**. Parking in fire lanes, on Village Park Parcels (including grass areas, basketball courts, and paths) is strictly prohibited.

ASSIGNMENT

The **AFFILIATE ORGANIZATION** may not sublet their approved allocated date or time; nor otherwise assign any rights, responsibilities, or obligations relating to this Agreement.

SPECIAL FACILITIES AND SERVICES

The **AFFILIATE ORGANIZATION** shall be responsible for providing and maintaining appropriate and approved portable toilets at the **FACILITIES** where bathrooms are not available. Portable toilets must be onsite by the first day of the season and removed no more than thirty (30) days after the conclusion of the season each year.

AFFILIATE ORGANIZATION'S LIABILITY

The **AFFILIATE ORGANIZATION** shall be responsible for the supervision and control of the **AFFILIATE ORGANIZATION** attendees and their activities on **VILLAGE** premises, including the **FACILITIES**. The **AFFILIATE ORGANIZATION** agrees to indemnify, save and hold harmless, assume liability for and defend

the Village of Algonquin, its Board of Trustees and Village President, and its officers, employees, attorneys, volunteers, and agents (collectively, "Indemnities,"), from and against any and all actions, claims, liabilities, damages, assertions, or liability, losses, costs, and expenses, which in any manner arise or are alleged to have arisen from the use of the **AFFILIATE ORGANIZATION** premises, including the use in any way of the **FACILITIES**.

INSURANCE

- 1) The **AFFILIATE ORGANIZATION** shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the **AFFILIATE ORGANIZATION's** use of the **FACILITIES** and provide the **VILLAGE** with a Certificate of Insurance. Such insurance shall designate "The Village of Algonquin, its Board of Trustees and Village President, Village Staff, and the **FACILITIES** as an additional insured under the policy.
- 2) **AFFILIATE ORGANIZATION** hereby agrees to effectuate the naming of the **VILLAGE** as an unrestricted additional insured on **AFFILIATE ORGANIZATION** policy.
- 3) The policy naming the **VILLAGE** as an additional insured shall:
 - a) Be an insurance policy from an A.M. Best rated "secured" NYS licensed insurer. Said policy must be enclosed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice to the Village;
 - b) State that the organization's coverage shall be primary coverage for the **VILLAGE**, its Board, employees and volunteers; and
 - c) Additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
 - d) **AFFILIATE ORGANIZATION** agrees to indemnify the **VILLAGE** for any applicable deductibles.
- 4) Required Insurance:
 - a) Broad Form Comprehensive Commercial General Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate.
 - b) Worker's Compensation
 - Each Accident
 - Disease-Policy Limit
 - Disease-Each Employee
 - Statutory Limits
 - \$100,000
 - \$500,000
 - \$500,000
- 5) **AFFILIATE ORGANIZATION** acknowledges that failure to obtain such insurance on behalf of the **VILLAGE** constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the **VILLAGE**. **AFFILIATE ORGANIZATION** is to provide the **VILLAGE** with a certificate of insurance, evidencing the above requirements have been met. The failure of the **VILLAGE** to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the **VILLAGE**.
- 6) Deviation from these requirements and limits is only allowed with advance written permission of the **VILLAGE**. The **AFFILIATE ORGANIZATION** further agrees that its liability under this agreement extends beyond the limits of this coverage and that **VILLAGE**, by not requiring Certificate of Insurance or by accepting a Certificate of Insurance as satisfying the requirements of this section, accepts no liability under this clause.
- 7) Certificate of Insurance must be filed with the **VILLAGE** Human Resources Department, 2200 Harnish Drive, Algonquin, IL 60102, at least fourteen 14 days prior to the start of the season with a copy sent to Recreation Superintendent. Failing to file this certificate, when required, will automatically negate any and all previously approved events and activities at the **FACILITIES** until the **VILLAGE** has received and approved the certificate, but shall not relieve **AFFILIATE ORGANIZATION** of any payment obligations under this Agreement.

BASIC FACILITY CHARGE (operational expenses)

The **AFFILIATE ORGANIZATION** agrees to pay the **VILLAGE** a Basic Operational Expense determined annually for the use of the **FACILITIES**. Please see Exhibit A.

The Basic Facility Charge shall include, and be limited to, making the facility available for use and shall be paid by the terms invoiced by the **VILLAGE** in two installments each year with one being paid in the fall and one being paid in the spring once the **AFFILIATE ORGANIZATION** season has started. There will be no refunds and/or reimbursements issued after 50% of the scheduled season has passed.

PERSONNEL AND SPECIAL SERVICE CHARGE(S) – ADDITIONAL BILLING

It is agreed that the **VILLAGE** may unilaterally undertake to provide the **AFFILIATE ORGANIZATION** special janitorial and supervisory coverage including services which are sufficient, in it's the **VILLAGE** sole discretion, to restore the **FACILITIES** to a safe, clean and orderly condition. **AFFILIATE ORGANIZATION** shall pay for all services reasonably necessary or desirable to properly maintain and operate the **FACILITIES** during the term of the use including, although not limited to, traffic control, parks and forestry staff, building services personnel, and other services as deemed appropriate by the Village Manager, or designee. If the aforesaid services are arranged by the **VILLAGE**, then the **AFFILIATE ORGANIZATION** will reimburse the **VILLAGE** for all costs associated with such services. These costs will be assessed and made available to the **AFFILIATE ORGANIZATION** within 48 business hours of occurrence. The number of employees working and hours reasonably necessary to accomplish their work shall be in the sole discretion of the Village, unless expressly stated in this Agreement.

The **VILLAGE** will not provide staffing during events and activities.

Requests for additional assistance beyond the general care of the **FACILITIES** including, but not limited to painting of concession stands, field preparation, lining, etc. will be billed for separately. These requests must be made in writing to the **VILLAGE**. These costs will be assessed and made available to the **AFFILIATE ORGANIZATION** within 48 business hours of completion. The **VILLAGE** retains the right to decline and/or modify all requests for assistance.

The **VILLAGE** will assign the **AFFILIATE ORAGNIZATION** a pin number to operate the light system located at Kelliher Park. The **AFFILIATE ORAGNIZATION** will be responsible for the pin number and billed according to use. The light usage fee will be charged at \$25 per hour and time will be rounded to the nearest quarter hour. The **VILLAGE** will bill the **AFFILIATE ORGANIZATION** on a monthly basis for light time used.

DAMAGES AND SITE EXPECTATIONS

All **FACILITIES** are to be used respectfully and kept clean at all times by the **AFFILIATE ORGANIZATION**. All garbage and debris are to be removed from the site or placed in the proper trash receptacles during use of the **FACILITIES**. Recycling is highly encouraged. **AFFILIATE ORGANIZATION** is responsible for bringing appropriate containers to and from the **FACILITIES** to encourage recycling amongst **AFFILIATE ORGANIZATION** participants and spectators. Any garbage, debris, or recycling not removed or put into the appropriate receptacle at the **FACILITIES** is considered damage to the facility.

The **AFFILIATE ORGANIZATION** agrees to reimburse the **VILLAGE** for any damages in excess of ordinary wear to the **FACILITIES** or any part thereof, including but not limited to the grounds, buildings, furniture, equipment, toilets, concession stand, bathrooms, signs, gates, fencing, dugouts, lights, or other fixtures caused by players, coaches, employees, representatives, or invited or uninvited guests or spectators (collectively, "**AFFILIATE ORGANIZATION** Attendees") at Activities and Events conducted by the **AFFILIATE ORGANIZATION**. **AFFILIATE ORGANIZATION** assumes financial responsibility for the acts of all **AFFILIATE ORGANIZATION** Attendees. Whether damage is caused by **AFFILIATE ORGANIZATION** attendees or is in excess of ordinary wear shall be in the sole discretion of the Village Manager, or designee. The **AFFILIATE ORGANIZATION** will be billed for any such damages incurred or repaired by the **VILLAGE**, including labor and materials. These costs will be assessed and made available to the **AFFILIATE ORGANIZATION** within 48 business hours of occurrence. The parties agree that the **VILLAGE** does not

assume and expressly waives responsibility for damage to or loss of any materials or equipment left in the **FACILITIES**, on display, or in storage.

No equipment is to be stored onsite unless prior approval from the **VILLAGE**. The **VILLAGE** is not responsible for **AFFILIATE ORGANIZATION** equipment.

SPECIAL REGULATIONS

The **AFFILIATE ORGANIZATION** shall not permit players, coaches, employees, representatives, or invited or uninvited guests or spectators to bring onto, or possess on **VILLAGE** premises, weapons, contraband, alcohol, explosives, fireworks, or other controlled substances. The **AFFILIATE ORGANIZATION** shall provide adequate adult supervision of minors participating in Events and activities (1 adult:12 minors). For the purpose of the agreement, a "minor" is any person under the age of 18 years. The supervisor(s) shall be in charge of the group and shall be responsible for seeing that the terms and conditions of this agreement are met.

The **AFFILIATE ORGANIZATION** shall be responsible for complying with all local, state, and federal laws, and safety provisions.

The **AFFILIATE ORGANIZATION** will be responsible for obtaining a Special Events permit from the Village of Algonquin's Community Development Department for events that are outside the parameters of a general game, practice, and scrimmage. This would include tournaments, meets, invitational, etc.

LIAISON(S)

The **VILLAGE** and the **AFFILIATE ORGANIZATION** will both provide a minimum of one (1) and a maximum of two (2) liaison(s) who will communicate and address any questions, concerns and/or issues between the **VILLAGE** and the **AFFILIATE ORGANIZATION**. The purpose of the liaison is to ensure consistency and continuity between the two parties when questions, concerns, and/or issues arise. The Liaisons will be the only people to communicate problems, concerns, or issues between the two parties.

- 1) The Liaisons from both parties must:
 - a) Enforce and obey all facility regulations, as well as other federal, state, and local regulations.
 - b) Provide contact information including:
 - i) Home/Work Telephone
 - ii) Cellular Telephone
 - iii) Email Address
 - iv) Mailing Address
 - c) Be consistent when relaying information to their party.
 - d) Answer/Resolve the question, concern, and/or issue within the parameters of their position or refer the question, concern and/or issue to the appropriate personnel.
 - e) Be given a copy of this Agreement.

FOOD AND BEVERAGES

Food and/or beverages shall not be sold at the **FACILITIES**, unless prior written agreement through the **VILLAGE** is obtained. This agreement does not cover food and/or beverages sold in the Concession Stands located at various **VILLAGE FACILITIES**. **AFFILIATE ORGANIZATION** must comply with all local, state, and federal laws as it pertains to the sale and/or preparation of food and beverage items at the concession stands at the **FACILITIES**.

Alcoholic beverages are not permitted at any **VILLAGE FACILITIES**.

MERCHANDISE SALES

With written approval of the management of the **FACILITIES**, **AFFILIATE ORGANIZATION** may sell at the **FACILITIES** clothes, souvenirs, programs, or other merchandise at the **FACILITIES**. Such merchandise

shall not bear **VILLAGE** trademarks or the name or picture of **FACILITIES**. Such merchandise must be in good taste, not state or imply an endorsement of **AFFILIATE ORGANIZATION** or Event or Activity by the **VILLAGE**.

SPONSORSHIP

The **VILLAGE** and the **FACILITIES** shall not be deemed to sponsor any activities conducted by **AFFILIATE ORGANIZATION** at the **FACILITIES** or elsewhere, and no literature or publicity shall indicate **VILLAGE** or **FACILITIES** sponsorship. Use of the **FACILITIES** for the purpose of commercial exploitation is prohibited. All posters, banners, etc., will be subject to approval by the Village Manager.

CANCELLATION OR CHANGES IN REQUEST

Written notification of cancellation by the **AFFILIATE ORGANIZATION** must be received by the **VILLAGE** fourteen (14) days prior to the first day of scheduled practice. Notification of cancellation by the **AFFILIATE ORGANIZATION** received after fourteen (14) days prior to the start of the season will result in the **AFFILIATE ORGANIZATION** being held liable for 50% of the Basic Facility Charge and any Special Service Charges which have accrued to the Village. Any changes to this agreement must be done in writing and signed by both parties.

Should the conduct of the events and activities contemplated by the **AFFILIATE ORGANIZATION** at the **FACILITIES** be prohibited or prevented by any laws, proclamations or decrees, or if such conduct is prevented or substantially impeded by an "Act of God", strikes, labor disturbances, demonstrations, war, riot or other like cause, such game, contest, practice, scrimmage, meeting, or exposition (collectively, "events and activities") shall be rescheduled, if practical, for a time mutually agreeable to the parties.

Should such Events and activities not be rescheduled, **AFFILIATE ORGANIZATION** shall reimburse the **VILLAGE** for its actual expenses incurred in anticipation of and preparation for such events and activities. If the **AFFILIATE ORGANIZATION** has prepaid for such events and activities, the **VILLAGE** will prorate for the actual usage and refund remaining funds.

TERMINATION BY VILLAGE

The **VILLAGE** shall have the right to immediately terminate this Agreement by verbal notice to **AFFILIATE ORGANIZATION** representative. The **AFFILIATE ORGANIZATION** will be responsible for any Personnel and Special Service Charges, as well as any Basic Facility Charges for any and all use prior to the verbal termination.

ENTIRE AGREEMENT

This agreement constitutes the entire Agreement between the parties relating to the use of **FACILITIES** and supersedes any previous agreements or understandings.

GOVERNING LAW

This Agreement shall be construed according to laws of the State of Illinois. The Parties consent to the exclusive jurisdiction of the 22nd Judicial Circuit Court, McHenry County, Illinois, and waive all objections, including those as to venue, to same.

AUTHORITY

The person(s) signing below for the **AFFILIATE ORGANIZATION** hereby affirm that they have authority to bind that organization to this Agreement. In the event or to the extent that is not true, the signer agrees to assume personally all of the obligations and commitments herein agreed.

VILLAGE REMEDIES

The **VILLAGE** shall be entitled to enforce its rights hereunder through injunctive relief. The **VILLAGE** shall be entitled to receive its reasonable costs and attorney fees in bringing suit to enforce such rights.

AMENDMENT

This Agreement shall not be amended except upon written agreement of the **VILLAGE** and **AFFILIATE ORGANIZATION** and upon ratification by action of the Village Board.

SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

EXTENSION OF AGREEMENT

This is a perpetual renewal agreement that will be annually reviewed to ensure provisions are met.

GENERAL CONDITIONS

- 1) If any term, covenant, or condition of this Agreement is declared invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.
- 2) This agreement constitutes the entire agreement between the Village and the **AFFILIATE ORGANIZATION**. This Agreement may not be modified or amended except by written agreement of all parties.

NOTICES

All notices under this Agreement shall be sent to the following parties at the following addresses:

VILLAGE

Village of Algonquin
Village Manager's Office
2200 Hamish Drive
Algonquin, IL 60102

FACILITIES:

Exhibit A

AFFILIATE ORGANIZATION:

Algonquin Lake in the
Hills Soccer Association
P.O. Box 7664
Algonquin, IL 60102

Village of Algonquin

ALITHSA

Printed Name of Authorized Signature

JAMES P WYSLAK
Printed Name of Authorized Signature

Title: _____

Title: TREASURER

Signature

[Signature]
Signature

Date

1/6/17
Date

Exhibit A: Approved Field Locations & User Fees for 2016, 2017, & 2018 Seasons

Approved Field Locations for 2016, 2017, & 2018 Seasons

The following areas are permitted for play by the Algonquin Lake in the Hills Soccer Association during the 2016, 2017 & 2018 seasons:

Location	Maximum Number of Players During Permitted Time of Use	Areas of Use	Date	Day/Time
High Hill Park & Nature Preserve 801 Circle Drive Algonquin, IL 60102	25	Open Space	4/1-6/30 4/1-6/30 4/1-6/30 9/1-11/15 9/1-11/15 9/1-11/15	M-F 4:00pm-7:30pm Sat 9:00am-5:00pm Sun 11:00am-5:00pm M-F 4:00pm-7:30pm Sat 9:00am-5:00pm Sun 11:00am-5:00pm
Holder Park 1040 Timberwood Lane Algonquin, IL 60102	25	Open Space	4/1-6/30 4/1-6/30 4/1-6/30 9/1-11/15 9/1-11/15 9/1-11/15	M-F 4:00pm-7:30pm Sat 9:00am-5:00pm Sun 11:00am-5:00pm M-F 4:00pm-7:30pm Sat 9:00am-5:00pm Sun 11:00am-5:00pm
Kelliher Park 800 Square Barn Road Algonquin, IL 60102	25	Open Space	4/1-6/30 4/1-6/30 4/1-6/30 9/1-11/15 9/1-11/15 9/1-11/15	M-F 4:00pm-7:30pm Sat 9:00am-5:00pm Sun 11:00am-5:00pm M-F 4:00pm-7:30pm Sat 9:00am-5:00pm
Presidential Park 700 Highland Avenue Algonquin, IL 60102 Park closed for construction 7/15/16-1/1/17	75	Open Space	4/1-6/30 4/1-6/30 4/1-6/30 9/1-11/15 9/1-11/15 9/1-11/15	M-F 4:00pm-7:30pm Sat 9:00am-5:00pm Sun 11:00am-5:00pm M-F 4:00pm-7:30pm Sat 9:00am-5:00pm Sun 11:00am-5:00pm
Ted Spella Community Park 2610 Harnish Drive Algonquin, IL 60102	100	Open Space	4/1-6/30 4/1-6/30 4/1-6/30 9/1-11/15 9/1-11/15 9/1-11/15	M-F 4:00pm-7:30pm Sat 9:00am-5:00pm Sun 11:00am-5:00pm M-F 4:00pm-7:30pm Sat 9:00am-5:00pm Sun 11:00am-5:00pm

Willoughby Farms Park 2001 Wynnfield Drive Algonquin, IL 60102	100	Open Space	4/1-6/30	M-F	4:00pm-7:30pm
			4/1-6/30	Sat	9:00am-5:00pm
			4/1-6/30	Sun	11:00am-5:00pm
			9/1-11/15	M-F	4:00pm-7:30pm
			9/1-11/15	Sat	9:00am-5:00pm
			9/1-11/15	Sun	11:00am-5:00pm
James B. Wood Park 3711 Persimmon Drive Algonquin, IL 60102	100	Open Space	4/1-6/30	M-F	4:00pm-7:30pm
			4/1-6/30	Sat	9:00am-5:00pm
			4/1-6/30	Sun	11:00am-5:00pm
			9/1-11/15	M-F	4:00pm-7:30pm
			9/1-11/15	Sat	9:00am-5:00pm
			9/1-11/15	Sun	11:00am-5:00pm

User Fees For 2016, 2017, & 2018 Seasons

The following are the User Fees that will be assessed each season spring/fall by the Village for use of the facilities as indicated above:

2016	2017	2018
\$12 per participant	\$13 per participant	\$13 per participant

AGREEMENT

BETWEEN THE VILLAGE OF ALGONQUIN & THE TRAILS SWIM TEAM, INC.

FOR USE OF THE LIONS-ARMSTRONG MEMORIAL SWIMMING POOL & SPLASHPAD

The Village of Algonquin ("**VILLAGE**"), an Illinois municipal corporation, hereby agrees to provide use of the Lions-Armstrong Memorial Swimming Pool ("**FACILITY**") to The Trails Swim Team, Inc., a general, not for profit corporation organized under the laws of the State of Illinois ("**LESSEE**") on the dates and times outlined under Scheduled Time for Activity and Event, and in accordance with the provisions outlined below.

Whereas, the **VILLAGE** owns and operates the **FACILITY** and the **LESSEE** desires to rent areas of the facility for the term of the lease, upon the following terms and conditions;

Now therefore, it is agreed as follows:

TERM

The term of this Agreement shall be February 1, 2017 through December 31, 2020.

BASIC FACILITY CHARGE (operational expenses)

The **LESSEE** agrees to pay the **VILLAGE** the following for Basic Operational Expenses over the next four (4) years for the use of the **FACILITY**:

2017: \$15,080
2018: \$15,685
2019: \$16,310
2020: \$16,965

An additional charge of \$25 per day will be added to the Basic Operational Charge for each day the **LESSEE** schedules an activity or event at the **FACILITY** prior to Memorial Day as observed by the Village of Algonquin,

The Basic Facility Charge shall include, and be limited to, making the facility available for use and shall be paid by the terms invoiced by the **VILLAGE** in two installments each year as described below:

2017: First Invoice Sent by May 31, 2017
Second Invoice Sent after the last day of Trails Swim Team Practice
2018: First Invoice Sent by May 31, 2018
Second Invoice Sent after the last day of Trails Swim Team Practice
2019: First Invoice Sent by May 31, 2019
Second Invoice Sent after the last day of Trails Swim Team Practice
2020: First Invoice Sent by May 31, 2020
Second Invoice Sent after the last day of Trails Swim Team Practice

SCHEDULED TIME FOR ACTIVITIES AND EVENTS

The **LESSEE** will utilize areas of the **FACILITY** as described in the supplemental & special services annual contract for use. Said contract will be generated for the following years by described dates:

2017: January 31, 2017
2018: January 31, 2018
2019: January 31, 2019
2020: January 31, 2020

CANCELLATION OR CHANGES IN LIONS-ARMSTRONG MEMORIAL POOL REQUEST

Written notification of cancellation by the **LESSEE** must be received by the **VILLAGE** 30 days prior to the first day of scheduled swim practice "start of season". Notification of cancellation by the **LESSEE** received after 30 days prior to the start of the season will result in the **LESSEE** being held liable for the entire annual Basic Facility Charge and any Special Service Charges, as listed in the supplemental contract, which have accrued to the Village. Any changes to this agreement must be done in writing and signed by both parties.

Written notification of cancellation by the **LESSEE**, of any Special Services, as listed in the supplemental agreement, must be received 14 days prior to the Special Service. Notification of the cancellation by the **LESSEE** received after 14 days prior to the event will result in the **LESSEE** being held liable for the scheduled hourly staff fees for the scheduled event times.

Should the conduct of the Events and Activities contemplated by the **LESEE** at the **FACILITY** be prohibited or prevented by any laws, proclamations or decrees, or if such conduct is prevented or substantially impeded by an "Act of God", strikes, labor disturbances, demonstrations, war, riot or other like cause, such as game, contest, swim meet, invitational, practice, meeting, or exposition (collectively, "Events and Activities") shall be rescheduled, if practical for a time mutually agreeable to the parties.

Should such Events and Activities not be rescheduled, **LESSEE** shall reimburse the **VILLAGE** for its actual expenses incurred in anticipation of and preparation for such Events and Activities. If the **LESSEE** has prepaid for such Events and Activities, the **VILLAGE** will prorate for the actual usage and refund remaining funds.

TERMINATION BY VILLAGE

The **VILLAGE** shall have the right to terminate this Agreement by written notice to **LESSEE's** representative. Upon written notice from the **VILLAGE**, **LESSEE** shall have 7 days to correct any material breach noted for termination of any provisions contained herein. **VILLAGE** reserves the right not to provide reason for termination. **VILLAGE** shall provide **LESSEE** with 30-day notification if termination is without cause. The **VILLAGE** reserves the right to terminate this Agreement upon review of the annual budget by giving written notice to the **LESSEE** no later than February 28 of the corresponding swim season.

The **LESSEE** will be responsible for any Personnel and Special Services Charges, as well as any Basic Facility Charges for any and all use prior to the written termination unless termination is without cause, in which case Basic Facility Charges will be prorated up until the date of termination.

DAMAGES

The **LESSEE** agrees to reimburse the **VILLAGE** for any damages in excess of ordinary wear to the **FACILITY** or any part thereof, including but not limited to the building, furniture, equipment, swimming pool, deck, concession stand, locker room, or other fixtures caused by swimmers, players, coaches, employees, representatives, or invited or uninvited guests or spectators (collectively, "**LESSEE**' s Attendees") at Activities and Events conducted by the **LESSEE**. **LESSEE** assumes financial responsibility for the acts of all **LESSEE**'s Attendees. Whether damage is caused by **LESSEE**'s attendees or is in excess of ordinary wear shall be in the sole discretion of the Village Manager. The **LESSEE** will be billed for any such damages incurred or repaired by the **VILLAGE**, including labor and materials. The parties agree that the **VILLAGE** does not assume and expressly waives responsibility for damage to or loss of any materials or equipment left in the **FACILITY**, on display, or in storage.

The **LESSEE** may store an inside the **VILLAGE** owned shed their equipment, benches, supplies, and lap lanes. The **LESSEE** is responsible for securing and insuring these items.

PERSONNEL AND SPECIAL SERVICE CHARGE(S) - ADDITIONAL BILLING

It is agreed that the **VILLAGE** may unilaterally undertake to provide the **LESSEE** special janitorial and supervisory coverage including services which are sufficient, in it's the **VILLAGE**'s sole discretion, to restore the **FACILITY** to a safe, clean and orderly condition. **LESSEE** shall pay for all services reasonably necessary or desirable to properly maintain and operate the **FACILITY** during the term of the use including, although not limited to, traffic control, lifeguards, cashiers, building services personnel, and other services as deemed appropriate by the Village Manager. If the aforesaid services are arranged by the **VILLAGE**, then the **LESSEE** will reimburse the **VILLAGE** for all costs associated with such services. These costs will be assessed and made available to the **LESSEE** within 48 business hours of occurrence. The number of employees working and hours reasonably necessary to accomplish their work shall be in the sole discretion of the Village, unless expressly stated in this Agreement.

The **VILLAGE** agrees to provide appropriate staffing for Activities and Events. This will include the following staff:

Swim Team Practice (unshared): 1 Lifeguard, 1 Manager
Swim Team Practice (shared): ½ Lifeguard, ½ Manager
Swim Team Meets: 3 Lifeguards, 1 Manager
Swim Team Invitational: 3 Lifeguards, 1 Manager

Salary Expenses will be a fixed hourly rate and will entail the staff as above described. The **LESSEE** agrees to pay the **VILLAGE** the following for Salary Expenses over the next four (4) year:

2017: \$38.48/hour
2018: \$40/hour
2019: \$41.60/hour
2020: \$43/hour

The Personnel and Special Services Charge will be invoiced after the last day of use each year and shall be paid by the terms invoiced by the **VILLAGE**. An invoice will be sent within 30 days from the conclusion of the season. The **LESSEE** is responsible for maintaining all of their equipment. Requests for assistance including painting of the **LESSEE**'s shed, repair of the **LESSEE**'s benches, etc. will be

billed for separately. These costs will be assessed and made available to the LESSEE within 48 business hours of completion.

SPECIAL REGULATIONS

The **LESSEE** shall not permit players, coaches, employees, representatives, or invited or uninvited guests or spectators to bring onto, or possess on **VILLAGE** premises, animals, pets, weapons, contraband, alcohol, tobacco or tobacco products, explosives, fireworks, or other controlled substances. The **LESSEE** shall provide adequate adult supervisor for minors participating in Events and Activities (1 adult: 12 minors). For the purpose of the agreement, a "minor" is any person under the age of 18 years. The supervisor(s) shall be in charge of the group and shall be responsible for seeing that the terms and conditions of this agreement are met.

FOOD AND BEVERAGES

- A. **LESSEE** may not sell, serve, or allow to be sold or served, food or beverages of any kind at the **FACILITY** except as follows:
 - A. **LESSEE** has contracted services as provided by the **VILLAGE** for all Swim Meets, excluding Invitational Swim Meet. All food and beverages purchased from **FACILITY**'s concession stand must be consumed in the designated concession area.
 - B. All food and beverages, including store purchased, homemade, and catered food and beverages, must be consumed outside of the **FACILITY**, including the pool area, concession stand, and locker rooms, in conjunction with **FACILITY** requirements, and will at no time be permitted into the facility. **LESSEE** attendees who possess food or beverages in violation of this section will be asked to leave the **FACILITY**. Food contained or not, brought into the **FACILITY** that is left unattended will be disposed of immediately by staff.

MERCHANDISE SALES

- A. Except otherwise provided herein, **LESSEE** may not sell, or allow to be sold, clothes, souvenirs, or merchandise of any type at the **FACILITY**.
- B. With written approval of the management of the **FACILITY**, **LESSEE** may sell at the **FACILITY** such merchandise that does not bear **VILLAGE** trademarks or the name or picture of Lions-Armstrong Memorial Swimming Pool & Splashpad facilities. Such merchandise must be in good taste, as determined by the Village Manager, must not state or imply an endorsement of **LESSEE** or Event or Activity by the **VILLAGE**, must not include apparel of any kind, including swimsuits, team t-shirts/sweatshirts, swim caps, or employee polos. And must be otherwise compatible with the **VILLAGE**'s policies governing advertising and commercial use of facilities. **LESSEE** shall provide the **FACILITY** with the proposed design for any merchandise at least one month prior to the Event or Activity at which such merchandise is to be sold. The **FACILITY**'s management shall either approve or deny approval for the design within two weeks of receipt of design.
- C. Merchandise, including programs, bearing **VILLAGE** marks or the name or picture of **VILLAGE** facilities, including the **FACILITY**, may only be sold by **LESSEE** pursuant to a written license agreement with the Village Manager, 2200 Hamish Drive, Algonquin, IL 60102.
- D. Printed programs, if any, may be provided by **LESSEE** and revenues generated by the sale of such programs may be retained by the **LESSEE**. Said programs may be sold in the **FACILITY** by employees of **LESSEE**. The programs are subject to the restriction on use of the **VILLAGE**

facilities as specified in paragraphs B and C above, and shall not state or imply an endorsement of **LESSEE** or Event or Activity by the **VILLAGE**.

SPONSORSHIP

The **VILLAGE** and the **FACILITY** shall not be deemed to sponsor any activities conducted by **LESSEE** at the Lions-Armstrong Memorial Swimming Pool & Splashpad or elsewhere, and no literature or publicity shall indicate **VILLAGE** or Lions-Armstrong Memorial Swimming Pool & Splashpad sponsorship. Use of the Lions-Armstrong Memorial Swimming Pool & Splashpad for the purpose of commercial exploitation is prohibited. All posters, banners, etc., will be subject to approval by the Village Manager.

STATUTES, RULES, AND REGULATIONS

In the interest of personal safety of guests, participants, and staff, the following rules must be followed:

- a) The **FACILITY** is not to be used in excess of its normal seating capacity (approximately 500 seats/spectators). "Standing room only" or any such overflow attendance shall not be permitted.
- b) All doorways, sidewalks, lifeguard chairs, fence entrances, and driveways must remain unobstructed at all times.
- c) **LESSEE** acknowledges that this Agreement is subject to all rules and regulations of the Village of Algonquin, McHenry County, the **FACILITY**, **Federal** law, and the State of Illinois.
- d) **LESSEE** agrees to conform to all applicable rules and regulations and be bound thereby.
- e) **LESSEE** further agrees that it shall conform to, comply with, and abide all applicable laws of the United States, the State of Illinois, the rules and regulations of all jurisdictional governmental boards and bureaus, including the regulation of the Police Department and Fire District.
- f) Failure to comply with any provision in this section will be grounds for the immediate termination of any Event or Activity, with the full costs of the Event or Activity and all costs of termination assessed to **LESSEE**, regardless of the duration of the Event or Activity prior to termination.
- g) **LESSEE** agrees not to access the concession and office area.

ADA COMPLIANCE

LESSEE agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), as well as its related regulations, for Events and Activities held in **VILLAGE** facilities, including the **FACILITY**.

PARKING

Parking in the vicinity of the facility will be in accordance with Village policy. Guaranteed parking is not part of this contract, and during Village Special Events a fee may be required for parking, and parking may be prohibited in lots that surround the Lions-Armstrong Memorial Swimming Pool & Splashpad. **PARKING IN FIRELANES IS STRICTLY PROHIBITED.**

SUBLETTING OF SPACE

The **LESSEE** may not sublet their approved allocated date or time, nor sublet or otherwise assign any rights, responsibilities, or obligations relating to this Agreement.

SPECIAL FACILITIES AND SERVICES

Certain special facilities may be available in conjunction with the use of the **FACILITY**. If indicated below and reflected in the charge, these facilities will be available to the **LESSEE**. The **LESSEE** hereby specifically assumes responsibility for these facilities.

Those items indicated below will be made available under this Agreement for swim meets and the invitational at no additional fee from in-stock inventory. If items need to be rented, the **LESSEE** will be responsible for rental fees. Any rental equipment will need to be pre-approved by the **LESSEE** prior to rental.

PA System, as available if microphone and appropriate cord is provided by LESSEE

Garbage Cans, as available from Public Works Department

Recycle Bins, as available from contracted Waste Hauler (currently Groot)

LESSEE'S LIABILITY

The **LESSEE** shall be responsible for the supervision and control of the **LESSEE** Attendees and their activities on **VILLAGE** premises, including the **FACILITY**. The **LESSEE** agrees to indemnify, save and hold harmless, assume liability for and defend the Village of Algonquin, its Board of Trustees and Village President, and its officers, employees, attorneys, volunteers, and agents (collectively, "Indemnities,") from and against any and all actions, claims, liabilities, damages, assertions, or liability, losses, costs, and expenses, which in any manner arise or are alleged to have arisen from the use of the **VILLAGE** premises, including the use in any way of the **FACILITY**.

INSURANCE

The **VILLAGE** requires the **LESSEE** to provide a Certificate of Insurance. Such insurance shall designate "The Village of Algonquin, its Board of Trustees and Village President, Village Staff, and the Lions-Armstrong Memorial Swimming Pool & Splashpad" as an additional insured under the policy.

A. **LESSEE** hereby agrees to effectuate the naming of the **VILLAGE** as an unrestricted additional insured on **LESSEE's** policy.

B. The policy naming the **VILLAGE** as an additional insured shall:

- i. Be an insurance policy from an A.M. Best rated "secured" NYS licensed insurer and contain a 30-day notice of cancellation;
- ii. State that the organization's coverage shall be primary coverage for the **VILLAGE**, its Board, employees and volunteers; and
- iii. Additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.

C. **LESSEE** agrees to indemnify the **VILLAGE** for any applicable deductibles.

D. Required Insurance:

- i. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate.

ii. Worker's Compensation	Statutory Limits
Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$500,000

E. LESSEE acknowledges that failure to obtain such insurance on behalf of the **VILLAGE** constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the **VILLAGE**. **LESSEE** is to provide the **VILLAGE** with a certificate of insurance, evidencing the above requirements have been met. The failure of the **VILLAGE** to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the **VILLAGE**.

F. Deviation from these requirements and limits is only allowed with advance written permission of the **VILLAGE's** Human Resources Department. The **LESSEE** further agrees that its liability under this agreement extends beyond the limits of this coverage and that **VILLAGE**, by not requiring Certificate of Insurance or by accepting a Certificate of Insurance as satisfying the requirements of this section, accepts no liability under this clause.

G. Certificate of Insurance must be filed with the **VILLAGE** 2200 Harnish Drive, Algonquin, IL 60102, at least 30 days prior to the start of the season w. Failing to file this certificate, when required, will prohibit **LESSEE** from scheduling Events and Activities at the **FACILITY** until the Village has received and approved the certificate, but shall not relieve **LESSEE** of any payment obligations under this Agreement.

ENTIRE AGREEMENT

This agreement constitutes the entire Agreement between the parties relating to the use of Lions-Armstrong Memorial Swimming Pool & Splashpad and supersedes any previous agreements or understandings.

GOVERNING LAW

This Agreement shall be construed according to laws of the State of Illinois. The Parties consent to the exclusive jurisdiction of the courts of the County of McHenry and waive all objections, including those as to venue, to same.

AUTHORITY

The person(s) signing below for the **LESSEE** are presumed to have authority to bind that organization to this Agreement. In the event or to the extent that is not true, the signer agrees to assume personally all of the obligations and commitments herein agreed.

VILLAGE REMEDIES

The Village shall be entitled to enforce its rights hereunder through injunctive relief. The Village shall be entitled to receive its reasonable costs and attorney fees in bringing suit to enforce such rights.

AMENDMENT

This Agreement shall not be amended except upon written agreement of the **VILLAGE and LESSEE** and upon ratification by action of the Village Board.

SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Agreement shall be prohibited by or

invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

RESIDENCY

Affiliate agreements for use of VILLAGE Facilities are intended to serve the residents of Algonquin. Prior to June 1 of each year, LESSEE shall provide a full roster of its members including their home address.

NOTICES

All notices under this Agreement shall be sent to the following parties at the following addresses:

VILLAGE:
Village of Algonquin
Recreation
2200 Hamish Drive
Algonquin, IL 60102

LESSEE:
The Trails Swim Team, Inc.
President
P.O. Box 7753
Algonquin, IL 60102

Village of Algonquin

The Trails Swim Team, Inc.

Printed name of Authorized Signature

Printed Name of Authorized Signature

Title: _____

Title: _____

Signature

Signature

Date

Date



Village of Algonquin

The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager
FROM: Katie Gock, Recreation Superintendent
DATE: February 9, 2017
SUBJECT: 2017 Algonquin Summer Concerts

A summer time favorite for many residents and visitors are the Algonquin Summer Concerts. **These concerts along with all of our special events are funded by the revenue generated from class registrations taken throughout the year.** The upcoming 2017 season offers a wide variety of music genres for the community to enjoy. In addition, the Recreation Department has also reached out into the business community and invited local business to become a Community Partner for each concert. Partners are able to attend the event and set up a table and promote their business. These partnerships have been a wonderful addition to our concerts and an additional perk for concert goers.

Kindly review the 2017 lineup held at Riverfront Park* and let me know if there are any objections and/or concerns that need to be addressed.

Date	Band Name	Music Type
June 22	Tony Ocean	60s/70s
June 29	Ear Candy	Dance Hits
July 6	Dr. Feel Good	80s
July 13	Dixie Crush	Country
July 20	Soul 2	Motown
*July 27	Pirates Over 40	Caribbean
August 3	Fool House	90s
August 10	Voyage	Classic Rock
August 18	Libido Funk Circus	60s to Current

The Village will be providing Founders Days entertainment on Thursday, July 27 at Towne Park

Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village, including concerts and musical performances. The department is also seeking permission, pursuant to Section 34.12 of the Algonquin Municipal Code, to invite a food vendor on site to sell food and drink products during the Thursday evening concerts at Riverfront Park. Finally, pursuant to Section 11.04 of the Municipal Code the department is seeking a wavier as it pertains to alcoholic liquor only during the duration of the concerts.

If you agree, please forward this to the Village Board for their consideration at their next meeting. Please do not hesitate to contact me with any questions.

C: Michael Kumbera, Assistant Village Manager



Village of Algonquin

The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager
FROM: Katie Gock, Recreation Superintendent
DATE: February 9, 2017
SUBJECT: 2017 Lunch Hour Entertainment

With the continued partnership with the Algonquin Area Public Library District, the Recreation Department is pleased to present the Lunch Hour Entertainment Friday afternoons throughout the summer. These events invite families, along with their picnic lunch, to enjoy a children's singer and a variety act during a free noon hour performance. The Main Branch Library site provides this program a weather contingency plan and the cooperative effort effectively provides more exposure to help increase attendance.

As with all of the special events offered to the community, **this series is fully funded by the revenue generated from class registrations taken throughout the year.** We ask that you kindly review the 2017 performance dates and location.

Date	Entertainer	Type	Location
June 16	Mary Macaroni	Variety Act	Spella Park/Library
July 29	TBD	Children's Singer	Spella Park/Library

Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village, including concerts and musical performances.

Staff recommends approval and will be available at the Committee of the Whole meeting with any questions.

C: Michael Kumbera, Assistant Village Manager



**VILLAGE OF ALGONQUIN
MEMORANDUM**

DATE: January 27, 2017

TO: Committee of the Whole

FROM: Tim Schloneger
Village Manager

SUBJECT: Proposed Budget – 2017/2018 - Water and Sewer Operating Fund

The Water and Sewer Operating fund is a separate enterprise fund that does not receive any tax income since revenue is derived solely from the usage of the Village's water and sewer services. Water, sewer and all other utilities are businesses, regardless of who owns them. The Village's Water & Sewer utilities are businesses that just happen to be owned by government. It is for this reason that the fund is classified as a true enterprise fund. It is the pure business of providing water and sewer services. The revenues and expenditures are directly related to the demand for these water and sewer services and are not supplemented by any other fund or tax dollars.

The fiscal year 2017/2018 Water and Sewer Operating Fund budget is proposed estimated expenditures of \$7,836,000, which includes a \$1,200,000 transfer to the Water and Sewer Capital Fund.

ANTICIPATED REVENUE - WATER AND SEWER OPERATING FUND – (\$7,910,000)

Approximately \$7,697,000 is expected to be generated from water, sewer and fixed fees. This source alone accounts for 97% of the revenue needed to operate the water and sewer system of the Village. Other revenue sources are generated from interest on cash reserves, service charges, late charges, cell tower rental fees, and new meter sales.

PROPOSED EXPENDITURES - WATER AND SEWER OPERATING FUND – (\$7,836,000)

The expenditure format for the Water and Sewer Operating Fund separates the Water and Sewer Divisions; however, many of the expenditure items are split between the Water Division line items and the Sewer Division line items.

Utilities Division staff will focus on operation and maintenance of the wastewater treatment plant, maintaining water and sewer distribution lines, and operation of the three water treatment plants. The first priority of this year's water and sewer operating

Proposed 2017/2018 Water and Sewer Operating Fund

Page 2

January 27, 2017

budget is continued maintenance of the existing system and environmental protection of our water and sewer utility system.

PERSONNEL - (Water \$1,486,800 - Sewer \$1,262,000)

ACCOUNTS 41103, 41104, AND 41105 - These accounts are calculated at the statutory rates for IMRF, FICA, and unemployment tax and are fixed according to salary and pay ranges of the divisions.

ACCOUNT 41106, HEALTH INSURANCE - This item is budgeted to account for the distribution of health insurance costs to the divisions.

ACCOUNTS 41110 AND 41140, SALARIES/OVERTIME - These items include the salary for office and utility maintenance personnel with some anticipated overtime expenditures. This account includes the existing staff of the Water and Sewer Divisions.

Potential salary increases that will be discussed under the Village's Merit Compensation Plan at the end of the budget process are included for nonunion personnel. The salaries for union personnel will depend on the current collective bargaining agreement.

WATER AND SEWER CONTRACTUAL SERVICES - (Water \$638,500 - Sewer \$887,000)

The line items under Contractual Services include those services that the Village will contract with outside vendors. These services are for the divisions' use of utilities, legal services, engineering, professional services, publications, rental equipment, and physical exams. These are generally proportioned evenly between the Water and Sewer Divisions. The proposed budget recognizes increased expenditures for contractual services primarily due to a higher liability insurance premium and additional outsourced expenditures (i.e. utility locating and valve exercising).

ACCOUNT 42212, ELECTRIC – (Water \$250,000 – Sewer \$317,000)

The energy cost to run the pumps and motors for the water and sewer system is the largest line item under contractual services.

ACCOUNT 42225, BANK PROCESSING – (Water \$22,000 – Sewer \$22,000) Both Water and Sewer Divisions share the cost for the lockbox system which receives and processes billing payments.

ACCOUNT 42234, PROFESSIONAL SERVICES – (Water \$194,800 – Sewer \$155,000) This account includes the costs for services of lab testing, valve maintenance, water system leak audit, outsourcing of utility billing, maintenance of the SCADA system, and the state's increased fee for the sewage treatment plant NPDES fee.

ACCOUNT 42262, SLUDGE REMOVAL - Under the Sewer Division, this item covers the contract cost for sludge hauling and disposal (\$256,500) and is based on the estimated volume of sludge generated at the sewage treatment plant. Due to new regulations, the landfilling

Proposed 2017/2018 Water and Sewer Operating Fund**Page 3****January 27, 2017**

of sludge during winter months is driving the increasing cost of this line item from previous years.

SUPPLIES AND MATERIALS - (Water \$372,000 - Sewer \$272,500)

This general category of the budget covers the supplies and materials relating to the production and treatment of water and sewage. The purchase of supplies and materials includes a wide range of materials, parts, tools, traffic safety equipment, chemicals, and supplies. Some of the larger purchases proposed under supplies and materials are as follows:

<u>Account #</u>	<u>100% Water Division</u>	<u>Account #</u>	<u>100% Sewer Division</u>
43309	Anthracite for Water Filter \$5,000	43342	Ferric Chloride \$35,000
43342	Softening Salt \$17,850	43342	Polymer for Sludge Thickening \$35,000
43342	Citric Acid \$26,060		
43342	Sodium Hypochlorite \$96,600		
43342	Orthophosphate \$43,575		
43342	Fluoride 8,925		

<u>Account #</u>	<u>50% Water and 50% Sewer Divisions</u>
43317	Postage for Water & Sewer Bills and Notices \$52,000
43348	Meters & Meter Supplies \$36,750

MAINTENANCE - (Water \$438,000 - Sewer \$421,500)

This general category accounts for day-to-day maintenance requirements of the water and sewer facilities. As various parts of this system age, expenses increase to keep the facilities operating effectively. Some of the larger maintenance projects proposed for this fiscal year are as follows:

<u>Account #</u>	<u>100% Water Division</u>	<u>Account #</u>	<u>100% Sewer Division</u>
44412	Replacement Cedar Siding - WTP 2 & 3 \$42,000	44412	Rehabilitate BNR Mixers - 4 Units Annually \$25,000
44412	(29) Valve Actuators - WTP 3 \$15,000	44412	Replace Rotating Assemblies - Main Pumps \$50,000
44418	Remove & Inspect Well no. 8 \$40,000	44412	Replace IPS Pump Mechanical Seal \$25,000

Proposed 2017/2018 Water and Sewer Operating Fund

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January 27, 2017

44418	Remove & Inspect Well no. 9	\$40,000	44414	Replacement Mechanical Seals	\$20,000
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CAPITAL EXPENDITURES - (Water \$0 - Sewer \$0)

ACCOUNT 590, CAPITAL PURCHASES - These account for the capital outlay for each of the divisions for purchases of \$10,000 and over. Certain purchases are specific to either division while other purchases are shared between both divisions.

OTHER CHARGES - (Water \$21,700 - Sewer \$25,000)

Other Charges include the Water and Sewer Divisions' share of travel, training and dues, uniforms, and personnel protective equipment required by the Public Works Department.

SUMMARY - WATER AND SEWER OPERATING FUND

Maintaining safe drinking water and environmentally sound sewer services is one of the most important responsibilities of the Village of Algonquin. As providing Water & Sewer services becomes more expensive, the Village is faced with the constant challenge of balancing our interest in offering a fundamental public health service at an affordable price, against the necessity of managing our systems in a financially sustainable manner.

The Water and Sewer Operating Fund budget proposes revenues and expenditures to be balanced. Operation and maintenance costs are increasing due to expansion to water and sewer distribution and treatment processes and continued aging of the entire system.

The water and sewer operating budgets are recognizing the balance of operation and maintenance costs equally between Water and Sewer Divisions (approximately 51% water – 49% sewer). There is no debt remaining in the Water and Sewer Operating Fund, and, as such, funds can be added to the working capital account for future reinvestment into the system.

It is essential that the Village continue the day-to-day operations and maintenance of this enterprise fund. Environmental Protection Agency requirements consistently tighten the standards on the quality of the drinking water and sanitary sewer effluent. This, in turn, raises the bar on the quality of the product generated by the Water and Sewer Divisions for the benefit of our citizens.

Attachments

Public Works Department – Water/Sewer Utilities Operating Division

Service Area Description

The Water and Sewer Utilities Division of the Public Works Department is responsible for the management, maintenance, and distribution of the Village's water and sanitary sewer system. This includes one wastewater treatment facility, three water treatment plants, and the overall distribution and conveyance system within the Village.



The Water and Sewer Utilities Division of the Public Works Department supports the Village of Algonquin's mission by:

- Enhancing Customer Service and Citizen Satisfaction.
- Maintaining the Village's Infrastructure and Upholding a High Quality of Life for Residents.
- Maintaining the Village's Revenue Base.
- Maintaining the Public's Health, Safety, and Welfare through a Well-Trained and Dedicated Staff.
- Promoting Programs with a Conservation Focus.

Algonquin has over 2,200 fire hydrants in need of adoption. By adopting a fire hydrant and keeping it clear of snow, you can help to keep the community safer.

Personnel Summary

No new personnel budgeted for FY 17/18. One (1) vacant Utilities Supervisor position will not be filled. Two (2) Maintenance Worker I positions were promoted to Maintenance Worker II positions. Three (3) seasonal personnel are included. Personnel expenditures in this fund also include administrative employees from General Services Administration and Public Works who perform duties as part of the water and sewer operation.

Personnel Schedule	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Change
Utilities Superintendent ¹	1.0	1.0	1.0	1.0	1.0	-
Chief Wastewater Operator	1.0	1.0	1.0	1.0	1.0	-
Chief Water Operator	1.0	1.0	1.0	1.0	1.0	-
Wastewater Operator	2.0	2.0	2.0	2.0	2.0	-
Water Operator	3.0	3.0	3.0	3.0	3.0	-
Utilities Supervisor ¹	1.0	1.0	1.0	1.0	-	▼ 1.0
Lab Technician ¹	1.0	1.0	1.0	1.0	1.0	-
Maintenance Worker II ¹	2.0	2.0	2.0	2.0	4.0	▲ 2.0
Maintenance Worker I ²	8.0	8.0	8.0	8.0	6.0	▼ 2.0
Seasonal	0.75	0.75	0.75	0.75	0.75	-
Total Full-Time Equivalent Positions	20.75	20.75	20.75	20.75	19.75	▼ 1.0
<i>Full-Time Employees</i>	<i>20</i>	<i>20</i>	<i>20</i>	<i>20</i>	<i>19</i>	<i>▼ 1</i>
<i>Part-Time Employees</i>	<i>3</i>	<i>3</i>	<i>3</i>	<i>3</i>	<i>3</i>	<i>-</i>

¹ Position is funded 50% Water Division, 50% Sewer Division.

² Position breakdown includes 7.0 FTEs funded 50% Water Division, 50% Sewer Division, 1.0 FTE funded 100% Water Division, and 1.0 FTE funded 100% Sewer Division.

FY 16/17 Accomplishments

The following list provides a status update for departmental objectives outlined in the FY 16/17 budget document and other tasks completed during the fiscal year. The status list is current as of the date this document was published.



Complete

- Replaced the electrical service to the Jacobs EWST (Bunker Hill Dr.).
- Replaced bulk chemical tanks and chemical feed pumps, added digital scales, and provided SCADA integration at WTP no. 1 and no. 2.
- The anaerobic digester sludge feed pump used with the Belt Filter Press was replaced.
- The flight drive unit for Primary Clarifiers no. 303 and 304 was replaced.
- The sludge collector mechanism was rehabilitated on Primary Clarifier 303.
- Annual leak audit covers ~160 miles of water main, valves, and hydrants using acoustic technology to locate water leaks.
- Annual valve exercising program focused on ~420 mainline valves within the eastern portion of the distribution system. Year 1 of 5.
- Asphalt single roofs were replaced on Wells no. 5 and 9.
- Aqua Backflow was contracted for our backflow device records management. Working with staff, compliance with recording increased from 46% to 94%.
- Staff attended the AWWA annual conference in Chicago. Staff volunteerism resulted in a full registration to the conference at no cost to the Village, a savings of \$600.
- Ed Brown, Chief Wastewater Operator completed year 3 of 3 graduating from the IPSI management program.



Near Completion

- Cross connection control device survey. Required by IEPA, the Village-wide survey reaches out to businesses and residents to help identify and inventory backflow devices connected to the distribution system.
- Replace of vehicle no. 813, a service truck assigned to the Sewer Team.



Not Complete

- New electrical service to Well no. 13 (Square Barn Rd.). Anticipated completion date April 2017.
- Replacement of MCC (Motor Control Center) at WTP no. 1. The design and construction phase will continue into FY 2017-2018.
- Phosphorous Removal Feasibility Study was dependent upon the renewal of the NPDES discharge permit and the requirements of the IEPA as related to phosphorous discharge parameters.

FY 17/18 Objectives

Guiding Principle #3: Evaluate, Plan for, and Implement Important Capital Improvement Projects in Order to Maintain the Village's Infrastructure and Uphold a High Quality of Life for Residents

- **CMOM.** Develop a Capacity, Management, Operation and Maintenance program to formalize the means and methods to manage our collection system, to address concerns about inflow/infiltration, to undertake basin studies, identify problem areas, and define the mechanism for repair/replacement.
- **SL-RAT.** Employment of the Sewer Line Rapid Assessment Tool, a precursor to camera line inspections. The technology uses acoustics to profile pipe condition, able to produce pipe defects such as grease blockages, failed pipe, and root intrusion. Information gained will better focus resources for flushing and televising on trouble areas and provide a mechanism for repair/replacement. All work is NASSCO certified.

- **Annual Well Evaluations.** Utilizes an industry standard for evaluation of groundwater wells, include measuring pumping rates, comparison to OEM specifications, level measurement, specific gravity testing, and camera inspection of column pipe and screening. Evaluations will help predict well maintenance schedules and identify problems.
- **Annual LS Pump Evaluations.** Evaluates submersible pumps utilized in the lift stations to ensure pumping rates, comparison to manufacturer's pump curves, tolerances on impellers, change of oil, checks of safety sensors. Information obtained will ensure good operation and help predict maintenance schedules and identify problems.
- **Sanitary Sewer Televised – Annually.** Maintain a 12-year schedule of televising the collection system, targeting 62,500 feet per year.
- **Sanitary Sewer Flushed – Annually.** Maintain a 6-year schedule of flushing the collection system, targeting 125,000 feet per year.

Guiding Principle #4: Assess All Viable Options to Increase/Maintain the Village's Revenue Base

- **Water Meter Replacement Program.** Undertake a three (3) replacement program installing the Metron-Farnier brand water meters with Verizon cellular data package. Year 1 will target commercial properties, including meters of 1" through 6"; approximately 500 meters.
- **Internal Evaluation.** Continue with the re-organization of duties and responsibilities of the Water & Sewer Division. Continue to evaluate if outsourcing is more efficient, cost effective, and allows staff to focus on their strengths. Areas of outsourcing will include fire hydrant painting, generator maintenance, landscaping maintenance, valve exercising, leak audit, and utility locating.
- **Ordinance Review.** Undertake a review of Chapter 6 of the Municipal Code to ensure intent of the language is being followed; to revise and/or add as appropriate, language/fees/penalties listed in Appendix B of the Code.
- **Grant Monies and Rebates.** Continue to search for grant monies and rebates in the areas of energy efficiency (lighting), scholarships for conferences and classes, and our participation in programs such as voluntary electrical load reductions.

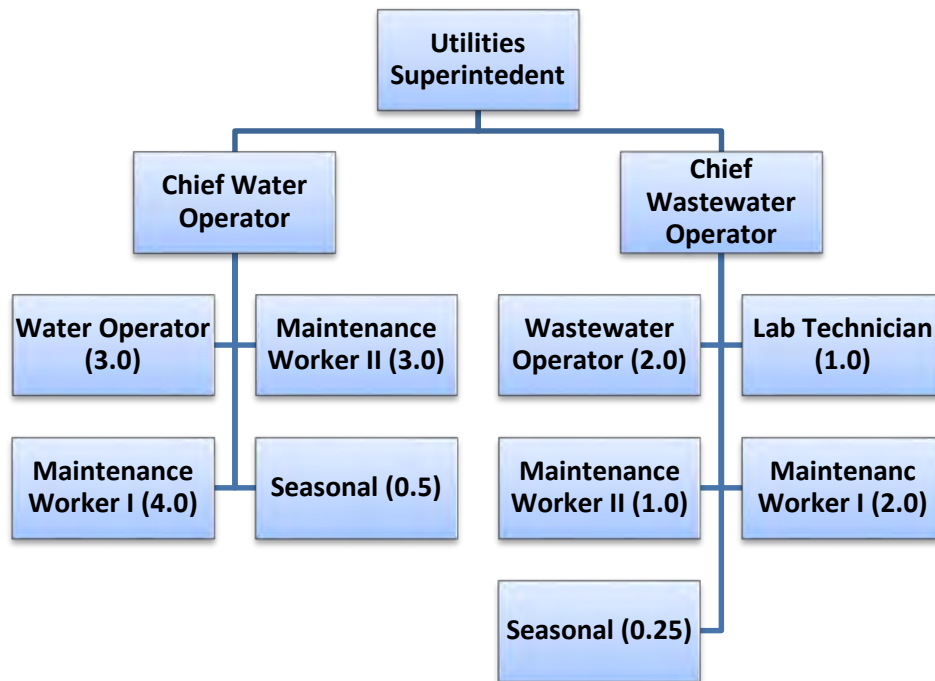
Guiding Principle #5: Continue to Allocate the Necessary Resources for the Maintenance of the Public's Health, Safety, and Welfare through a Well-Trained and Dedicated Staff

- **Training/Engagement Programs.** Continue to create opportunities to improve staff skill levels in areas of safety, personal growth, licensing, and management; i.e. IPSI, NASSCO, Pool Operator, water & wastewater operators, manufacturer's and safety training specifically related to one's duties.
- **Illinois Public Service Institute.** Introduction of a water operator and M2 to the 3-year management program, learning from industry leaders in the field of public works.

Guiding Principle #6: Continue to Promote and Develop Programs with a Conservation Focus

- **Water Leak Survey.** Continue to participate in an annual leak survey to improve accountability and identify water losses throughout the 160 miles of distribution system.

Department Organizational Chart



Performance Measures

The FY 17/18 budget document features performance measures related to the Village's Guiding Principles to assist linking budgetary decisions to the intended outcomes determined by the Village Board. Output, efficiency, and outcome measures are used to provide a tangible link from Village services and strategies to the Guiding Principles. Aggressive targets are set during the budget process, not to determine success or failure, but to continuously improve service delivery and provide core services in the most cost-effective manner possible. Additional measures and strategies will be featured in subsequent budgets.

Guiding Principle #3: Evaluate, Plan for, and Implement Important Capital Improvement Projects in Order to Maintain the Village's Infrastructure and Uphold a High Quality of Life for Residents						
Department Objective	Strategy/Measure	2014	2015	2016		2017
		Actual	Actual	Target	Actual	Target
Maintain Village's infrastructure providing reliability and minimum interruptions to services.	Televise sanitary sewer system (linear feet)	118,369	7,731	62,500	5,668	62,500
	Flush sanitary sewer system (linear feet)	40,000	42,595	125,000	30,618	125,000

Guiding Principle #5: Continue to Allocate the Necessary Resources for the Maintenance of the Public's Health, Safety, and Welfare through a Well-Trained and Dedicated Staff

Department Objective	Strategy/Measure	2014	2015	2016		2017
		Actual	Actual	Target	Actual	Target
Provide our community a safe and reliable supply of water.	Volume of water produced (million gallons) ¹	979.09	969.46	Output	891.21	Output
	Volume of wastewater treated (million gallons) ¹	1,077.57	1,118.60	Output	1,134.61	Output
Development of staff for maintenance, safety, and welfare of infrastructure.	Staff training per employee (hours) ¹	48	40	40	40	40
Notes: ¹ Values are for Fiscal Year Ending						

Guiding Principle #6: Continue to Promote and Develop Programs with a Conservation Focus

Department Objective	Strategy/Measure	2014	2015	2016		2017
		Actual	Actual	Target	Actual	Target
Protect and manage groundwater supplies.	Daily water consumption per capita (gallons) ¹	88	87	Output	80	Output
Notes: ¹ Values are for Fiscal Year Ending						

Water and Sewer Operating Fund

Revenues

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Q2	FY 16/17 Budget	FY 17/18 Budget
07000400	33035	Donations-Operating-W&S	\$ 86.28	\$ 2,681.08	\$ 26,631.29	\$ 12,801.77	\$ 8,000.00	\$ 12,000.00
07000500	33055	Donations-Capital-W&S	-	252,517.00	-	-	-	-
07000400	34100	Rental Income ¹	80,454.76	59,847.29	64,545.37	4,793.00	90,000.00	75,000.00
07000400	34200	Miscellaneous Billings	-	-	-	-	-	-
07000400	34700	Water Fees	3,003,231.30	2,842,214.95	2,859,680.50	1,551,808.23	3,095,000.00	3,216,000.00
07000400	34710	Sewer Fees	2,857,721.65	2,711,413.93	2,726,441.33	1,479,206.56	3,070,000.00	3,281,000.00
07000400	34715	Infrastructure Fee	-	-	-	-	540,000.00	1,200,000.00
07000400	34720	Administrative Fees	1,256.50	1,319.05	1,308.96	710.00	1,200.00	1,000.00
07000400	34730	Late Charges	65,002.18	65,756.36	66,827.07	33,722.74	65,000.00	65,000.00
07000400	34740	Reinstatement Fees	7,763.84	9,740.41	14,010.99	4,651.86	10,000.00	10,000.00
07000400	34820	Meter Sales	11,375.00	24,961.00	37,966.00	13,238.00	20,000.00	24,000.00
07000400	35010	Fines/Penalties	-	487.36	-	-	500.00	500.00
07000500	36001	Interest	1,431.33	175.00	611.84	703.17	500.00	1,000.00
07000500	36020	Interest - Investment Pools	10,985.07	(12,660.65)	10,282.18	7,744.39	10,000.00	14,000.00
07000500	36030	Interest - Bond (Restricted)	458.41	-	-	-	-	-
07000400	37100	Restitution	556.27	2,221.94	4,809.27	363.72	500.00	500.00
07000500	37110	Insurance Claims	6,031.83	-	-	-	-	-
07000500	37900	Other Revenue	110.92	-	-	-	-	-
07000400	37905	Sale of Surplus Property	19,321.78	19,303.92	9,763.11	3,416.34	10,000.00	10,000.00
Water & Sewer Operating Fund Total			\$ 6,065,787.12	\$ 5,979,978.64	\$ 5,822,877.91	\$ 3,113,159.78	\$ 6,920,700.00	\$ 7,910,000.00
Fund Balance Reductions								
Debt Service Expense								
FY 16/17 Total								\$ 7,910,000.00
Actual figures have been adjusted, per auditor.								
¹ - Accounts for rental from wireless service providers for tower rental fees.								

Water and Sewer Operating Fund

Total Expenditures

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Q2	FY 16/17 Budget	FY 17/18 Dept.	FY 17/18 Manager	FY 17/18 Budget
07700400		Water Division Total	\$ 2,423,775.19	\$ 2,884,071.88	\$ 2,742,114.56	\$ 1,272,705.59	\$ 3,317,000.00	\$ 2,953,101.00	\$ 2,957,000.00	\$ -
07800400		Sewer Division Total	2,255,216.41	2,351,421.00	2,606,936.32	1,159,548.07	2,953,300.00	2,869,431.00	2,868,000.00	-
07080400	46680	Bond Principal Payment	525,000.00	570,000.00	590,000.00	-	610,000.00	630,000.00	630,000.00	
07080400	46681	Bond Interest Expense	55,050.01	219,884.91	202,734.91	98,312.50	197,000.00	179,000.00	179,000.00	
07080400	46682	Bond Fees	428.00	428.00	428.00	-	2,000.00	2,000.00	2,000.00	
07080400	46685	Bond Issuance Costs	153,567.15	-	-	-	-	-	-	-
07800400		Transfer to W/S Capital	-	-	-	-	-	1,200,000.00	1,200,000.00	-
Subtotal			\$ 5,413,036.76	\$ 6,025,805.79	\$ 6,142,213.79	\$ 2,530,566.16	\$ 7,079,300.00	\$ 7,833,532.00	\$ 7,836,000.00	\$ -
Non Budgeted Expense										
07700400	47853	Pension Expense W/S	\$ -	\$ -	\$ 97,813.40	\$ -	\$ -	\$ -	\$ -	\$ -
07800400	47853	Pension Expense W/S	-	-	84,320.06	-	-	-	-	-
07800400	47785	Depreciation Expense	3,426,935.00	3,462,804.00	3,513,150.00	-	-	-	-	-
Subtotal			\$ 3,426,935.00	\$ 3,462,804.00	\$ 3,695,283.46	\$ -	\$ -	\$ -	\$ -	\$ -
Water and Sewer Operating Fund Total			\$ 8,839,971.76	\$ 9,488,609.79	\$ 9,837,497.25	\$ 2,530,566.16	\$ 7,079,300.00	\$ 7,833,532.00	\$ 7,836,000.00	\$ -
Depreciation Expense, which is an adjustment made by the auditors each year, has been moved from the Sewer Division budget to this summary budget.										

Public Works - Water Division

Expenditures

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Q2	FY 16/17 Budget	FY 17/18 Dept.	FY 17/18 Manager	FY 17/18 Budget
Personnel										
07700400	41103	IMRF	\$ 104,233.56	\$ 107,808.13	\$ 119,269.87	\$ 58,533.86	\$ 133,000.00	\$ 130,000.00	\$ 130,000.00	\$ -
07700400	41104	FICA	70,686.92	72,220.27	78,508.12	39,192.50	88,000.00	84,000.00	85,000.00	-
07700400	41105	Unemployment Tax	1,036.82	1,422.89	1,628.53	62.56	1,800.00	1,700.00	1,800.00	-
07700400	41106	Health Insurance	194,048.29	188,199.24	195,276.08	90,024.69	206,000.00	185,000.00	180,000.00	-
07700400	41110	Salaries	940,943.50	975,733.03	1,048,704.44	521,987.34	1,110,000.00	1,057,000.00	1,064,000.00	-
07700400	41140	Overtime	41,570.40	27,675.87	29,212.58	12,714.20	30,000.00	26,000.00	26,000.00	-
Subtotal			\$ 1,352,519.49	\$ 1,373,059.43	\$ 1,472,599.62	\$ 722,515.15	\$ 1,568,800.00	\$ 1,483,700.00	\$ 1,486,800.00	\$ -
Contractual Services										
07700400	42210	Telephone	\$ 13,125.22	\$ 12,130.33	\$ 14,580.36	\$ 8,928.25	\$ 17,900.00	\$ 18,546.00	\$ 18,600.00	\$ -
07700400	42211	Natural Gas	27,054.01	23,765.75	15,477.54	3,051.81	25,800.00	24,500.00	24,500.00	-
07700400	42212	Electric	241,926.87	234,158.64	240,950.37	94,109.65	290,100.00	250,000.00	250,000.00	-
07700400	42225	Bank Processing Fees	17,127.29	17,527.47	19,523.96	10,224.65	19,000.00	22,000.00	22,000.00	-
07700400	42230	Legal Services	93.75	742.51	144.38	43.75	4,000.00	4,000.00	4,000.00	-
07700400	42231	Audit Services	4,437.00	7,120.88	5,345.44	3,162.00	7,650.00	5,000.00	5,000.00	-
07700400	42232	Engineering Services	5,115.24	3,254.00	33,319.77	225.00	59,000.00	20,000.00	20,000.00	-
07700400	42234	Professional Services	99,590.88	98,035.42	115,910.80	64,791.68	130,400.00	194,660.00	194,800.00	-
07700400	42236	Insurance	87,276.51	76,316.08	77,100.81	83,567.84	81,000.00	92,000.00	92,000.00	-
07700400	42242	Publications	444.50	965.05	711.82	444.50	1,100.00	1,250.00	1,300.00	-
07700400	42243	Printing & Advertising	3,279.56	3,002.23	2,847.32	3,166.23	3,650.00	3,700.00	3,700.00	-
07700400	42260	Physical Exams	-	-	392.50	120.00	1,500.00	1,600.00	1,600.00	-
07700400	42270	Equipment Rental	1,026.24	1,413.70	201.60	-	1,000.00	1,000.00	1,000.00	-
07700400	42272	Lease Payments	-	-	-	-	350.00	-	-	-
Subtotal			\$ 500,497.07	\$ 478,432.06	\$ 526,506.67	\$ 271,835.36	\$ 642,450.00	\$ 638,256.00	\$ 638,500.00	\$ -
Supplies & Materials										
07700400	43308	Office Supplies	\$ 500.00	\$ 696.54	\$ 482.36	\$ 35.15	\$ 700.00	\$ 550.00	\$ 600.00	\$ -
07700400	43309	Materials	14,248.40	15,249.64	10,263.55	6,121.70	19,150.00	19,150.00	19,300.00	-
07700400	43317	Postage	24,127.68	25,338.27	26,168.65	12,762.84	26,500.00	26,250.00	26,300.00	-
07700400	43320	Tools, Equipment & Supplies	12,748.54	17,211.34	24,924.02	7,917.34	16,150.00	16,950.00	17,000.00	-
07700400	43332	Office Furniture & Equipment	15,792.32	33,431.99	43,822.08	25.00	-	1,400.00	1,400.00	-
07700400	43333	IT Equipment	-	-	-	31,608.71	57,100.00	61,150.00	61,200.00	-
07700400	43340	Fuel	25,051.64	25,269.36	16,447.02	9,813.54	26,000.00	17,000.00	17,000.00	-
07700400	43342	Chemicals	171,598.71	153,525.35	154,462.46	76,122.90	199,100.00	199,080.00	199,100.00	-
07700400	43345	Lab Supplies	9,063.62	10,391.08	11,116.44	-	11,400.00	11,700.00	11,700.00	-
07700400	43348	Meters & Meter Supplies	52,397.24	33,786.91	68,021.05	19,813.69	70,000.00	18,350.00	18,400.00	-
Subtotal			\$ 325,528.15	\$ 314,900.48	\$ 355,707.63	\$ 164,220.87	\$ 426,100.00	\$ 371,580.00	\$ 372,000.00	\$ -
Maintenance										
07700400	44410	Booster Station	\$ 3,983.00	\$ 500.00	\$ 21,058.57	\$ 7,957.61	\$ 16,900.00	\$ 17,825.00	\$ 17,900.00	\$ -
07700400	44411	Storage Facility	3,960.31	10,969.74	15,069.89	2,972.94	10,000.00	17,000.00	17,000.00	-
07700400	44412	Treatment Facility	21,151.66	25,101.36	36,594.20	21,198.54	33,000.00	93,630.00	93,600.00	-
07700400	44415	Distribution System	34,653.91	29,543.05	14,324.55	8,561.64	62,350.00	57,350.00	57,400.00	-
07700400	44418	Wells	42,981.83	54,571.21	82,922.77	13,300.72	72,500.00	92,310.00	92,300.00	-
07700400	44420	Vehicle Maintenance (S)	22,759.35	28,099.30	54,393.23	8,262.58	24,000.00	28,000.00	28,000.00	-
07700400	44421	Equipment Maintenance (S)	33,243.72	42,383.40	(8,144.54)	7,139.36	45,000.00	37,000.00	37,000.00	-
07700400	44423	Building Services (S)	68,975.30	58,608.41	88,616.41	39,226.64	76,000.00	94,000.00	94,000.00	-
07700400	44426	Office Equipment Maintenance	420.35	498.17	350.00	297.27	350.00	800.00	800.00	-
Subtotal			\$ 232,129.43	\$ 250,274.64	\$ 305,185.08	\$ 108,917.30	\$ 340,100.00	\$ 437,915.00	\$ 438,000.00	\$ -
Capital Expenditures										
07700400	43335	Vehicles & Equipment	\$ -	\$ -	\$ 65,660.70	\$ -	\$ -	\$ -	\$ -	\$ -
07700400	45590	Capital Purchase	-	38,245.50	1,406.25	-	320,000.00	-	-	-
07700400	45593	Capital Improvement	-	416,318.00	-	-	-	-	-	-
Subtotal			\$ -	\$ 454,563.50	\$ 67,066.95	\$ -	\$ 320,000.00	\$ -	\$ -	\$ -
Other Charges										
07700400	47740	Travel/Training/Dues	\$ 7,436.40	\$ 5,498.64	\$ 7,691.09	\$ 3,249.22	\$ 12,100.00	\$ 10,450.00	\$ 10,500.00	\$ -
07700400	47760	Uniforms & Safety Items	5,664.65	7,343.13	7,357.52	1,967.69	7,400.00	11,200.00	11,200.00	-
07700400	47790	Interest Expense	-	-	-	-	50.00	-	-	-
Subtotal			\$ 13,101.05	\$ 12,841.77	\$ 15,048.61	\$ 5,216.91	\$ 19,550.00	\$ 21,650.00	\$ 21,700.00	\$ -
Water Total			\$ 2,423,775.19	\$ 2,884,071.88	\$ 2,742,114.56	\$ 1,272,705.59	\$ 3,317,000.00	\$ 2,953,101.00	\$ 2,957,000.00	\$ -
Non Budgeted Expense										
07700400	47853	Pension Expense W/S	\$ -	\$ -	\$ 97,813.40	\$ -	\$ -	\$ -	\$ -	\$ -
Water Total (Audited)			\$ 2,423,775.19	\$ 2,884,071.88	\$ 2,839,927.96	\$ 1,272,705.59	\$ 3,317,000.00	\$ 2,953,101.00	\$ 2,957,000.00	\$ -
(S) indicates those line items that reimburse the Internal Service Funds.										

Expenditures

			FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 17/18	FY 17/18
			Actual	Actual	Actual	Q2	Budget	Dept.	Manager	Budget
Personnel										
07800400	41103	IMRF	\$ 89,239.86	\$ 92,862.88	\$ 103,504.43	\$ 50,868.68	\$ 114,000.00	\$ 109,000.00	\$ 109,000.00	\$ -
07800400	41104	FICA	60,373.42	62,212.00	68,128.85	34,214.20	77,000.00	73,000.00	73,400.00	-
07800400	41105	Unemployment Tax	874.35	1,227.35	1,411.70	77.50	1,600.00	1,500.00	1,600.00	-
07800400	41106	Health Insurance	135,259.61	142,409.38	153,588.54	70,382.14	166,000.00	143,000.00	143,000.00	-
07800400	41110	Salaries	801,349.37	834,328.61	905,867.38	452,842.05	968,000.00	918,000.00	915,000.00	-
07800400	41140	Overtime	26,891.16	19,640.68	21,694.46	10,606.64	20,000.00	20,000.00	20,000.00	-
Subtotal			\$ 1,113,987.77	\$ 1,152,680.90	\$ 1,254,195.36	\$ 618,991.21	\$ 1,346,600.00	\$ 1,264,500.00	\$ 1,262,000.00	\$ -
Contractual Services										
07800400	42210	Telephone	\$ 11,653.38	\$ 6,557.68	\$ 7,684.86	\$ 4,177.68	\$ 21,600.00	\$ 21,341.00	\$ 21,400.00	\$ -
07800400	42211	Natural Gas	5,226.39	12,165.77	10,007.57	2,057.77	14,550.00	14,050.00	14,000.00	-
07800400	42212	Electric	323,266.60	309,995.46	308,055.88	111,781.27	348,000.00	317,000.00	317,000.00	-
07800400	42225	Bank Processing Fees	17,127.21	17,527.33	19,523.85	10,224.61	19,000.00	22,000.00	22,000.00	-
07800400	42230	Legal Services	93.75	3,794.99	144.37	-	4,000.00	4,000.00	4,000.00	-
07800400	42231	Audit Services	4,437.00	7,120.87	5,345.44	3,162.00	7,650.00	5,000.00	5,000.00	-
07800400	42232	Engineering Services	716.75	8,171.00	19,818.76	-	54,000.00	4,000.00	4,000.00	-
07800400	42234	Professional Services	69,455.51	87,087.02	87,876.28	55,902.74	127,750.00	154,835.00	155,000.00	-
07800400	42236	Insurance	83,213.97	79,667.11	75,789.57	74,404.86	79,000.00	82,000.00	82,000.00	-
07800400	42242	Publications	444.50	755.54	573.00	444.50	1,100.00	1,100.00	1,100.00	-
07800400	42243	Printing & Advertising	518.44	102.22	285.08	378.10	950.00	1,100.00	1,100.00	-
07800400	42260	Physical Exams	-	-	502.50	225.00	1,800.00	1,600.00	1,600.00	-
07800400	42262	Sludge Removal	90,935.58	103,659.20	136,920.30	30,769.50	119,450.00	256,500.00	256,500.00	-
07800400	42270	Equipment Rental	302.40	199.20	-	854.00	1,000.00	1,000.00	1,000.00	-
07800400	42272	Lease Payments	-	-	-	-	350.00	-	1,300.00	-
Subtotal			\$ 607,391.48	\$ 636,803.39	\$ 672,527.46	\$ 294,382.03	\$ 800,200.00	\$ 885,526.00	\$ 887,000.00	\$ -
Supplies & Materials										
07800400	43308	Office Supplies	\$ 500.00	\$ 809.30	\$ 455.58	\$ -	\$ 650.00	\$ 550.00	\$ 550.00	\$ -
07800400	43309	Materials	3,682.47	15,632.57	3,123.26	4,112.19	21,500.00	28,000.00	28,000.00	-
07800400	43317	Postage	24,758.44	25,323.15	26,173.59	12,718.24	25,000.00	26,000.00	26,000.00	-
07800400	43320	Tools, Equipment & Supplies	10,420.79	22,603.27	32,976.86	6,675.82	24,300.00	17,100.00	17,000.00	-
07800400	43332	Office Furniture & Equipment	20,218.82	26,993.44	55,397.05	25.00	-	20,000.00	20,000.00	-
07800400	43333	IT Equipment	-	-	-	47,773.90	73,950.00	70,100.00	70,100.00	-</



**VILLAGE OF ALGONQUIN
MEMORANDUM**

DATE: January 27, 2017

TO: *Committee of the Whole*

FROM: *Tim Schloneger*

SUBJECT: ***Proposed Budget – 2017/2018 - Cemetery and Swimming Pool Funds***

Attached are the proposed budgets for the two special funds of the cemetery and the swimming pool. The budgets include anticipated revenues and expenditures for fiscal year 2017/2018. Each of these special funds operates independently from the General Fund; however, the Swimming Pool Fund needs to be supported by a substantial transfer (\$145,000) from the General Fund to maintain a balance of revenues and expenditures. Interest from the monies in the Cemetery Trust Account is intended to fund major repairs such as gravestones. The proposed expenditures for the Cemetery Fund and Swimming Pool Fund are balanced at \$37,850 and \$260,500, respectively.

ANTICIPATED REVENUE - CEMETERY FUND - \$39,000

The Cemetery Fund operates like a true enterprise fund, in which revenues from user fees are the primary funding mechanism for operational expenditures. It is important that user fees in this fund balance corresponding expenditures to ensure the long-term financial stability of the Algonquin Cemetery. Further, implementation of administrative rules for the Cemetery Oversight Act require additional performance standards and licensing fees for municipal cemeteries, which are accounted for in the fee schedule.

Estimated revenue for the Cemetery Fund includes interest, purchases of gravesites, fees for grave openings, and revenue from the communications tower located on the cemetery site (rental income).

The \$1,000 under the perpetual care revenue line item is from proceeds received for the purchase of gravesites and used for major cemetery repair anticipated in the future (when there are no more sales of gravesites); revenues from this source should not be spent on annual maintenance expenses other than headstone repairs.

Proposed 2017/2018 Cemetery and Swimming Pool Funds

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January 27, 2017

ESTIMATED EXPENDITURES - CEMETERY FUND \$37,850

ACCOUNT 42234, PROFESSIONAL SERVICES - \$27,700 - This item accounts for the majority of the cemetery expenditures. It is reflective of the current contract for maintenance of the cemetery which consists of all lawn mowing, weed control, trimming, snow removal, and leaf raking. When monuments or markers become so dilapidated as to disfigure the remainder of the cemetery, the Village as trustee may require to either have the markers or monuments repaired by the friends or relatives of the owner of the lot or to remove the markers.

ACCOUNT 42236, INSURANCE - \$1,100 - This item identifies the portion of the liability insurance premium that is allocated to the Cemetery Fund.

ACCOUNT 42290, GRAVE OPENINGS - \$8,000 - This expenditure is an estimation based on the number of grave openings anticipated throughout the fiscal year. This revenue estimation can only be based on past trends.

ACCOUNT 43319, SUPPLIES - \$1,050 - This item relates to bulk materials that will be purchased for the maintenance of the cemetery beyond those covered under the maintenance contract. Funds are provided for plants, seed/dirt, and gravel to enhance the appearance of the cemetery.

SUMMARY - CEMETERY FUND

The recommendations proposed in this budget are in line with the amount of activity seen over the past few years. Needed maintenance can continue to improve the appearance of the cemetery and the respect fitting for this facility.

Proposed 2017/2018 Cemetery and Swimming Pool Funds

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January 27, 2017

ANTICIPATED REVENUE - SWIMMING POOL FUND - \$260,500

RENTAL INCOME - \$23,000 - This revenue item covers rental fees for pool parties scheduled after hours and reimbursement for staff time needed to oversee swim team and school use of the pool when the general public is not in attendance. It also includes locker rental and the use agreement with the Trails Swim Team for use of the facility.

SWIMMING ANNUAL FEES - \$36,000 - This estimate is based on the previous year's participation at the pool (season passes). This revenue assumes a slight increase in the rate for the annual passes.

DAILY FEES - \$26,000 - Based on past experiences, this line item estimates the amount of daily fees from non-pass users. However, the revenue varies from year to year due to weather conditions and temperatures during the season.

LESSONS - \$22,000- This account recognizes the fees collected for swim lessons, which remains one of the pool's most popular programs.

CONCESSIONS - \$8,500 – Essentially flat revenue projections are expected for the sale of concessions this upcoming swim season.

INTEREST - \$0 - This account is an estimate of return on investment of cash reserves accumulated within the Pool Fund.

TRANSFER FROM GENERAL FUND - \$145,000 - This item identifies the amount to be transferred from the General Fund to supplement and balance this fund. The ideal goal is to have the pool revenue cover all its operating expenses without a transfer from the General Fund. However, the continued aging of the pool facility, new state and federal regulations for pools, and other swimming and water recreation opportunities in the area have resulted in the need for a significant transfer from the General Fund. Fifty-three percent (56%) of the pool revenue is accounted for by this transfer. This is a trend that will be difficult to reverse as revenue opportunities are maximized and costs continue to increase.

ESTIMATED EXPENDITURES – SWIMMING POOL FUND - \$260,500

PERSONNEL - \$92,250 - Personnel at the swimming pool are focused towards service and safety. Personnel expenditures are one of the largest operating costs for the swimming pool. The personnel expenditures include salaries, unemployment tax, and FICA.

Proposed 2017/2018 Cemetery and Swimming Pool Funds

Page 4

January 27, 2017

CONTRACTUAL SERVICES - \$27,300 - The majority of contractual services include the use of utilities (gas, phone, electric, and water). Contractual services are proposed at a similar level of spending as compared to the previous year.

SUPPLIES AND MAINTENANCE - \$12,200 - This expenditure account includes the general operational needs for office supplies, ID supplies, software, cash register, and pool forms.

MAINTENANCE - \$119,000 - General pool and building maintenance items such as paint, chemicals, and other supplies make up the costs under this category. Public Works Building Services Division will continue maintenance of the bath house at the pool and will bill labor and supplies appropriate from the 44423 account. The Public Works Utilities Division has been assigned maintenance of the pool pump house and ancillary equipment. This expenditure (44445 account) covers the labor portion of their work which is paid to the Water/Sewer Operating Fund as this work is out of scope for the water/sewer operation. The billings maintain the integrity of Fund 07 as a true enterprise fund.

OTHER CHARGES - \$9,750 - These accounts cover CPR, first aid training, and the cost of concessions. Health and safety certifications for pool staff and uniform and safety items, which include bathing suits, t-shirts, first aid packs, and whistles/safety equipment, are all covered under the "Other Charges" category. The concession line item covers the purchase of concessions offered to the pool customers for the entire pool season.

SUMMARY - SWIMMING POOL FUND

The Swimming Pool Fund is proposed to be balanced with required improvements and maintenance of the facility. With a significant subsidy from the General Fund (56% of the pool's expenses) to cover the increasing maintenance costs, recreational swimming opportunities continue to be offered to the public in the 2017 swim season at affordable rates. Hopefully, a few more years of swimming and water recreation enjoyment can be provided to our residents under this proposal. However, we will need to recognize that the life of this facility will be coming to an end in the near future.

Attachment

Swimming Pool Fund

Service Area Description

The Swimming Pool Fund provides leisure/recreation services to residents in the community, as well as to local swim teams and day care businesses in order to provide a safe, educational, and recreational setting for the visitors.

The Swimming Pool Fund supports the Village of Algonquin's Mission by:

- Enhancing Customer Service and Citizen Satisfaction.
- Promoting Economic Development.
- Maintaining the Public's Health, Safety, and Welfare through a Well-Trained and Dedicated Staff.
- Promoting Programs with a Conservation Focus.



The Lions Armstrong Memorial Pool keeps visitors cool during the summer.

Personnel Summary

No new personnel are proposed for FY 17/18.

Personnel Schedule	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Change
Manager	0.35	0.35	0.35	0.3	0.3	-
Swim Lesson Coordinator (2)	0.35	0.30	0.30	0.25	0.25	-
Instructor	0.75	1.0	1.0	1.0	1.0	-
Morning Lifeguard	.05	0.1	0.1	0.1	0.1	-
Lifeguard	2.25	2.0	2.0	1.8	1.8	-
Cashier	1.0	1.0	1.0	0.8	.8	-
Total Full-Time Equivalent Positions	4.75	4.75	4.75	4.25	4.25	-
<i>Full-Time Employees</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>-</i>
<i>Part-Time Employees</i>	<i>35</i>	<i>32</i>	<i>32</i>	<i>29</i>	<i>29</i>	<i>-</i>

FY 16/17 Accomplishments

The following list provides a status update for departmental objectives outlined in the FY 16/17 budget document and other tasks completed during the fiscal year. The status list is current as of the date this document was published.



Complete

- Continue to offer theme nights during the summer (5)
- Continue to work with inter-departments to provide training to all pool staff in working with chemicals and proper cleaning techniques
- Continue to offer discount program to neighboring communities to increase pool membership
- Research cost and replace the funbrella shade in the concession stand area
- Certify/recertify staff in lifeguarding skills/water safety instruction
- Certify/recertify staff in CPR/AED/First Aid
- Certify and train all staff for safe food handling per McHenry County



Near Completion

- Expand the adult aquatic programs
- Effectively promote pool rental opportunities to schools, athletic groups, and businesses
- Continue to work with Public Works for pool deck improvement project



Not Complete

- Use feedback from the energy audit to develop energy efficient practices for the bathhouse

FY 17/18 Objectives

Guiding Principle #1: Maintain and/or Enhance Customer Service and Citizen Satisfaction

- Research the ability to have WIFI for customers to access while at the facility
- Continue with Theme days at the pool to enhance customer experience
- Look for new adult aquatic programs to offer at pool

Guiding Principle #2: Continue to Promote and Foster Economic Development

- Continue to offer discounted passes to neighboring communities to increase pool memberships
- Research cost and market pool with other media outlets to help increase pool awareness
- Effectively promote pool rental opportunities to schools, athletic groups, daycares, and businesses

Guiding Principle #3: Evaluate, Plan for, and Implement Important Capital Improvement Projects in Order to Maintain the Village's Infrastructure and Uphold a High Quality of Life for Residents

- Research cost and replace the awning for the concession stand
- Research cost for new deck chairs for newly expanded deck area
- Research cost and replace concession stand tables, including one ADA compliant

Guiding Principle #5: Continue to Allocate the Necessary Resources for the Maintenance of the Public's Health, Safety, and Welfare through a Well-Trained and Dedicated Staff

- Certify/recertify staff in lifeguarding skills/water safety instruction
- Certify/recertify staff in CPR/AED/First Aid Skills
- Certify/recertify staff in safe food handling per McHenry County

Guiding Principle #6: Continue to Promote and Develop Programs with a Conservation Focus

- Use feedback from the energy audit to develop energy efficient practices for the bathhouse
- Create and promote a recycling program for this facility

Performance Measures

The FY 17/18 budget document features performance measures related to the Village's Guiding Principles to assist linking budgetary decisions to the intended outcomes determined by the Village Board. Output, efficiency, and outcome measures are used to provide a tangible link from Village services and strategies to the Guiding Principles. Aggressive targets are set during the budget process, not to determine success or failure, but to continuously improve service delivery and provide core services in the most cost-effective manner possible. Additional measures and strategies will be featured in subsequent budgets.

Guiding Principle #1: Maintain and/or Enhance Customer Service and Citizen Satisfaction						
Department Objective	Strategy/Measure	2014	2015	2016		2017
		Actual	Actual	Target	Actual	Target
Align programs with community needs.	Total Season Pool Memberships	1,142	1,111	1,150	1,055	1,200
	Season Pool Membership Retention Rate	61.6%	60.5%	60.0%	55.0%	60.0%
	Total Swim Lesson Registrants	359	352	375	376	375
	Total Attendance	10,531	12,078	11,500	12,501	12,000
Continue to develop competent staff.	WSI/LGI Certified Staff	2	1	2	1	1

Statistics

Lions-Armstrong Memorial Pool					
	2012	2013	2014	2015	2016
Average Chlorine Level ¹	1.6	1.2	2.2	2.0	1.9
Average pH Level ²	7.2	7.0	7.2	7.9	7.1
Average Air Temperature	82°	78°	83°	78°	76°
Operating Days	100	103	100	107	90
Pool Closures	11	22	14	13	17
Notes: ¹ Acceptable chlorine levels range between 0.5 and 3.0. ² Acceptable pH levels are between 6.8 – 8.0					
Pool Closures: 2 full day closures (pool did not open) 15 days of partial closures (low bather load, weather, mechanical issues, organic matter)					

Swimming Pool Fund

Revenues

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Q2	FY 17/18 Budget
05000100	33030	Donations-Operating-Gen. Gov.	\$ -	\$ -	\$ 471.00	\$ -	\$ 268.20	\$ -
05000100	34100	Rental Income ¹	21,884.50	22,931.50	22,440.80	22,500.00	25,906.00	23,000.00
05000100	34500	Swimming Annual Pass	37,715.00	32,095.00	31,225.00	37,500.00	30,275.00	36,000.00
05000100	34510	Swimming Daily Fees ²	25,153.39	25,694.02	30,144.45	27,500.00	25,890.63	26,000.00
05000100	34520	Swimming Lesson Fees	24,808.01	20,448.50	20,301.00	21,000.00	23,010.00	22,000.00
05000100	34560	Concessions	7,562.45	7,364.19	8,657.83	8,000.00	9,139.72	8,500.00
05000500	36001	Interest	0.91	0.39	0.14	-	-	-
05000500	37900	Miscellaneous Revenue	-	45.00	-	-	-	-
05000500	38001	Transfer from General Fund	82,900.00	115,608.63	87,486.88	130,800.00	46,142.80	145,000.00
Swimming Pool Fund Total			\$ 200,024.26	\$ 224,187.23	\$ 200,727.10	\$ 247,300.00	\$ 160,632.35	\$ 260,500.00
Notes:								
¹ - Trails Swim Team contribution.								
² - Includes reduced admission for groups.								

Swimming Pool Fund

Expenditures

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Q2 YTD	FY 16/17 Budget	FY 17/18 Dept.	FY 17/18 Manager	FY 17/18 Budget
Nondepartmental Personnel										
05900100	41104	FICA	\$ 5,739.31	\$ 5,566.86	\$ 5,654.52	\$ 5,397.58	\$ 6,050.00	\$ 6,500.00	\$ 6,500.00	\$ -
05900100	41105	Unemployment Tax	412.59	400.37	554.48	599.81	700.00	750.00	750.00	-
05900100	41110	Salaries	75,022.76	72,768.27	73,916.10	70,557.36	79,000.00	85,000.00	85,000.00	-
Subtotal			\$ 81,174.66	\$ 78,735.50	\$ 80,125.10	\$ 76,554.75	\$ 85,750.00	\$ 92,250.00	\$ 92,250.00	\$ -
Contractual Services										
05900100	42210	Telephone	\$ 0.28	\$ 176.06	\$ 184.80	\$ 163.89	\$ 110.00	\$ 1,950.00	\$ 1,950.00	\$ -
05900100	42211	Natural Gas	2,957.13	3,398.58	2,041.46	1,950.51	4,800.00	4,800.00	4,800.00	-
05900100	42212	Electric	7,126.23	5,067.86	5,923.20	4,320.89	6,240.00	6,850.00	6,850.00	-
05900100	42213	Water	3,232.84	3,349.16	4,067.44	4,505.58	4,300.00	5,000.00	5,000.00	-
05900100	42234	Professional Services	150.00	1,584.00	900.00	930.00	1,200.00	1,200.00	1,200.00	-
05900100	42236	Insurance	6,295.75	5,570.53	6,553.09	6,230.42	7,500.00	7,500.00	7,500.00	-
Subtotal			\$ 19,762.23	\$ 19,146.19	\$ 19,669.99	\$ 18,101.29	\$ 24,150.00	\$ 27,300.00	\$ 27,300.00	\$ -
Supplies & Materials										
05900100	43308	Office Supplies	\$ 923.51	\$ 822.66	\$ 986.67	\$ 197.47	\$ 450.00	\$ 1,250.00	\$ 1,250.00	\$ -
05900100	43320	Tools, Equipment & Supplies	5,653.21	4,039.55	592.41	1,701.05	1,700.00	10,100.00	10,950.00	-
05900100	43333	IT Equipment	-	-	-	-	2,400.00	-	-	-
Subtotal			\$ 6,576.72	\$ 4,862.21	\$ 1,579.08	\$ 1,898.52	\$ 4,550.00	\$ 11,350.00	\$ 12,200.00	\$ -
Maintenance										
05900100	44423	Building Services (S)	\$ 84,547.64	\$ 117,077.82	\$ 91,816.37	\$ 42,712.04	\$ 89,000.00	\$ 99,000.00	\$ 99,000.00	\$ -
05900100	44445	Outsourced Building Maint.	-		-	13,500.00	34,000.00	20,000.00	20,000.00	-
Subtotal			\$ 84,547.64	\$ 117,077.82	\$ 91,816.37	\$ 56,212.04	\$ 123,000.00	\$ 119,000.00	\$ 119,000.00	\$ -
Other Charges										
05900100	47701	Recreation Programs	\$ 617.32	\$ 189.99	\$ 947.00	\$ 353.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ -
05900100	47740	Travel/Training/Dues	615.00	415.00	715.00	795.00	1,650.00	1,450.00	1,450.00	-
05900100	47760	Uniforms & Safety Items	1,203.63	1,478.82	1,685.92	1,341.68	1,700.00	1,700.00	1,700.00	-
05900100	47800	Concession Purchases	4,764.53	3,646.43	4,491.03	4,920.59	5,200.00	5,300.00	5,300.00	-
Subtotal			\$ 7,200.48	\$ 5,730.24	\$ 7,838.95	\$ 7,410.27	\$ 9,850.00	\$ 9,750.00	\$ 9,750.00	\$ -
Swimming Pool Fund Total			\$ 199,261.73	\$ 225,551.96	\$ 201,029.49	\$ 160,176.87	\$ 247,300.00	\$ 259,650.00	\$ 260,500.00	\$ -
(S) indicates those line items that reimburse the Internal Service Funds.										
Note: Administrative support staff is not accounted for in Personnel line-items.										

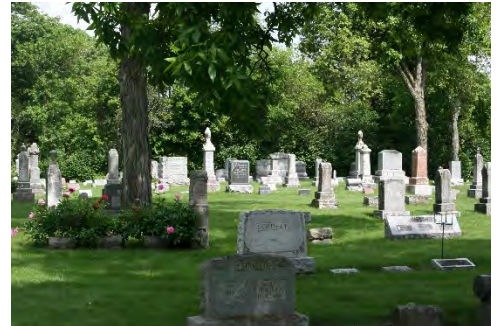
Cemetery Fund

Service Area Description

The Cemetery Fund provides for the maintenance and operation of the Village-owned cemetery to residents and nonresidents in order to provide a place where their relatives are nearby and have a safe and peaceful resting place.

The Cemetery Fund supports the Village of Algonquin's mission by:

- Maintaining the Village's Infrastructure and Upholding a High Quality of Life for Residents.



Algonquin Cemetery in the spring

FY 16/17 Accomplishments

The following list provides a status update for departmental objectives outlined in the FY 16/17 budget document and other tasks completed during the fiscal year. The status list is current as of the date this document was published.



Complete

- Continue ongoing maintenance and seasonal cleanups
- Weed control performed to keep the grounds looking manicured



Near Completion

- N/A



Not Complete

- N/A

FY 17/18 Objectives

Guiding Principle #3: Evaluate, Plan for, and Implement Maintenance of the Village's Infrastructure and Uphold a High Quality of Life for Residents

- Continue ongoing maintenance and seasonal cleanups
- Weed control performed to keep the grounds looking manicured

Statistics

Algonquin Cemetery					
	2012	2013	2014	2015	2016
Interments	18	22	13	12	20
Lots Sold	14	15	5	3	2

Cemetery Fund

Revenues

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Q2	FY 17/18 Budget
02000100	34100	Rental Income ¹	\$ 20,158.76	\$ 20,763.52	\$ 21,386.43	\$ 22,000.00	\$ 22,028.02	\$ 22,600.00
02000100	34300	Lots & Graves	7,000.00	1,900.00	2,400.00	6,000.00	-	4,000.00
02000100	34310	Grave Opening	14,950.00	9,225.00	6,225.00	10,000.00	5,875.00	10,000.00
02000100	34320	Perpetual Care ²	2,000.00	500.00	500.00	1,500.00	-	1,000.00
02000500	36001	Interest	17.12	4.43	5.89	50.00	3.10	50.00
02000500	36020	Interest - Investment Pools	533.26	624.79	524.52	900.00	506.75	1,300.00
02000500	36026	Interest - Cemetery Trust ²	15.17	15.72	16.04	50.00	8.08	50.00
Cemetery Fund Total			\$ 44,674.31	\$ 33,033.46	\$ 31,057.88	\$ 40,500.00	\$ 28,420.95	\$ 39,000.00
¹ - Rental Income includes the annual rental payment for a ground lease by a wireless service provider at the cemetery.								
² - Restricted Account								

Cemetery Fund

Expenditures

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Q2	FY 16/17 Budget	FY 17/18 Dept.	FY 17/18 Manager	FY 17/18 Budget
02400100	42234	Professional Services	\$ 20,550.00	\$ 20,800.00	\$ 21,100.00	\$ 11,551.46	\$ 21,300.00	\$ 21,700.00	\$ 27,700.00	\$ -
02400100	42236	Insurance	1,184.87	1,047.08	912.78	1,020.34	1,000.00	1,100.00	1,100.00	-
02400100	42290	Grave Opening	9,275.00	5,900.00	6,000.00	4,450.00	8,000.00	8,000.00	8,000.00	-
02400100	43319	Supplies	-	-	-	-	1,850.00	1,050.00	1,050.00	-
Cemetery Fund Total			\$ 31,009.87	\$ 27,747.08	\$ 28,012.78	\$ 17,021.80	\$ 32,150.00	\$ 31,850.00	\$ 37,850.00	\$ -



**VILLAGE OF ALGONQUIN
MEMORANDUM**

DATE: January 27, 2017

TO: Committee of the Whole

FROM: Tim Schloneger
Village Manager

SUBJECT: Proposed Budget – 2017/2018 – Building Services Fund

Building Services is a division in Public Works, and this fund functions in the same way as the Vehicle Maintenance Service Fund. The Building Services Fund is established to allow the building maintenance staff to plan routine maintenance procedures, generate more accurate staffing levels, and provide budgeting information reflective of the demand placed on each department and division of the Village for building maintenance. All equipment, supplies, and labor incurred with the maintenance of municipal buildings are estimated and then allocated to each department based on the facilities used by each department or division. This inter-service fund more accurately reflects the true costs of operating each department and division of the Village by including what is commonly called “building overhead” in each department’s respective budget.

ANTICIPATED REVENUE

BUILDING SERVICES FUND - (\$927,500)

The only source of revenue is the payment (reimbursement) from all Village departments for maintenance of their buildings and ancillary facilities.

PROPOSED EXPENDITURES

BUILDING SERVICES FUND - (\$927,500)

BUILDING MAINTENANCE - PERSONNEL - (\$476,200)

The line items under this category cover the statutory rates for IMRF, FICA, and unemployment tax, as well as the appropriate distributions of health insurance costs for employees within the Building Services Fund. The employees allocated to this fund are dedicated toward the 1) general administration & management; 2) operations and maintenance; 3) energy utilities and environmental stewardship; and 4) planning and minor construction repairs of our facilities. These employees work to increase the operational efficiency of our facilities and reduce the overall inventory, square footage and building ownership costs.

BUILDING SERVICES - CONTRACTUAL – (\$47,000)

The line items under contractual services include those services that the Village will contract with outside vendors. The Building Services Division's portion of utility expenses, cleaning services, publications (such as safety manuals), and printing are covered under these line items. Expenditures this year include a Back Up Circulation Pump (GMC)(\$19,000) and Exterior Garage Repair and Painting (PW)(\$16,500).

BUILDING SERVICES - SUPPLIES AND MATERIALS - (\$146,200)

These line items cover the purchase of building supplies (paper towels, cleaning items, etc.) and equipment (plumbing, HVAC, etc.) that are needed to maintain the facilities used by the Village. These products are purchased within the service fund as inventory. When the products are used for any of the Village's departments, the supplies and labor are charged to the particular department (via a shop ticket) as a building maintenance expense. Each department will be contributing their fair share of the cost for these supplies and materials, which are accounted for in the revenue side of the Building Services Fund.

BUILDING SERVICES - MAINTENANCE (\$237,800)

These line items (except for item 44445) cover the maintenance expenses used within the Building Services Division. Line item 44445 (outsourced building maintenance) covers the costs of outsourcing building or equipment maintenance to an outside vendor for repairs, such as cleaning services and HVAC control maintenance. The specific department or departments will be charged for the outsourcing of the repair for their particular building space, as is done with in-house repairs.

BUILDING SERVICES - CAPITAL EXPENDITURES - \$0

No capital expenditures are anticipated.

BUILDING SERVICES – OTHER CHARGES - (\$20,300)

Other charges include the Division's share of travel, training, and dues for professional organizations, as well as uniforms and safety equipment needed by Maintenance personnel.

SUMMARY – BUILDING SERVICES FUND

The Building Services Fund is a self-balancing fund, with the expenditures being offset by the revenues generated from each department of the Village. The charges to each department are based on the building maintenance and supply needs of that specific department. Although facilities continue to age, there are no major capital improvements planned. The maintenance of the Village's facilities is an investment that must be sustained to ensure long-term benefit for employees and residents. This will translate into improved public services to the citizens of the Village in the long run.

Building Services Fund

Revenues

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Q2	FY 16/17 Budget	FY 17/18 Budget
28	33160	Donations	\$ -	\$ -	\$ -	\$ 30.00	\$ -	\$ -
28	34900	Building Services Billings	734,478.85	737,996.16	917,936.72	449,739.15	808,500.00	927,500.00
28	37110	Insurance Claims	1,035.55	1,195.96	-	-	-	-
28	37905	Sale of Surplus Property	-	-	265.00	161.95	-	-
Building Services Fund Total			\$ 735,514.40	\$ 739,192.12	\$ 918,201.72	\$ 449,931.10	\$ 808,500.00	\$ 927,500.00

Building Services Fund

Expenditures

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Q2 YTD	FY 16/17 Budget	FY 17/18 Dept.	FY 17/18 Manager	FY 17/18 Budget
Personnel										
28900000	41103	IMRF	\$ 28,096.06	\$ 22,815.68	\$ 34,217.00	\$ 14,261.05	\$ 31,500.00	\$ 39,500.00	\$ 41,000.00	\$ -
28900000	41104	FICA	18,939.02	15,297.23	22,614.26	9,843.30	21,500.00	25,900.00	27,500.00	-
28900000	41105	Unemployment Tax	285.12	340.18	440.61	35.72	500.00	700.00	700.00	-
28900000	41106	Health Insurance	50,053.53	43,177.00	52,002.92	22,763.83	46,500.00	52,200.00	53,000.00	-
28900000	41110	Salaries	239,672.49	201,204.84	295,803.05	129,700.70	257,200.00	348,200.00	338,000.00	-
28900000	41140	Overtime	19,910.74	11,381.64	10,708.52	3,184.57	16,000.00	16,000.00	16,000.00	-
Subtotal			\$ 356,956.96	\$ 294,216.57	\$ 415,786.36	\$ 179,789.17	\$ 373,200.00	\$ 482,500.00	\$ 476,200.00	\$ -
Contractual Services										
28900000	42210	Telephone	\$ 4,947.79	\$ 4,021.89	\$ 4,256.10	\$ 1,782.65	\$ 4,000.00	\$ 5,700.00	\$ 5,750.00	\$ -
28900000	42211	Natural Gas	982.83	-	-	-	1,000.00	1,000.00	1,000.00	-
28900000	42234	Professional Services	212.13	443.86	12,915.90	75.00	2,700.00	3,700.00	39,200.00	-
28900000	42242	Publications	158.39	-	250.00	-	500.00	500.00	500.00	-
28900000	42243	Printing & Advertising	64.35	-	57.90	14.81	400.00	450.00	50.00	-
28900000	42260	Physical Exams	-	-	165.00	30.00	200.00	300.00	-	-
28900000	42270	Equipment Rental	348.60	1,243.00	-	-	500.00	500.00	500.00	-
28900000	42272	Leases - Non Capital	-	-	-	-	350.00	350.00	-	-
Subtotal			\$ 6,714.09	\$ 5,708.75	\$ 17,644.90	\$ 1,902.46	\$ 9,650.00	\$ 12,500.00	\$ 47,000.00	\$ -
Supplies & Materials										
28900000	43308	Office Supplies	\$ 150.93	\$ 288.72	\$ 203.26	\$ 65.18	\$ 300.00	\$ 150.00	\$ 150.00	\$ -
28900000	43317	Postage	83.87	12.94	-	-	100.00	500.00	500.00	-
28900000	43319	Building Supplies	145,163.81	139,274.88	148,570.29	78,397.04	135,200.00	137,450.00	137,450.00	-
28900000	43320	Tools, Equipment & Supplies	3,683.13	7,280.50	12,744.25	3,406.51	5,800.00	4,400.00	4,400.00	-
28900000	43332	Office Furniture & Equipment	2,500.00	1,496.33	4,574.81	829.41	2,000.00	-	-	-
28900000	43333	IT Equipment	-	-	-	-	3,600.00	1,150.00	1,200.00	-
28900000	43340	Fuel	3,947.78	2,372.56	2,100.76	1,070.08	3,000.00	3,000.00	2,500.00	-
Subtotal			\$ 155,529.52	\$ 150,725.93	\$ 168,193.37	\$ 83,768.22	\$ 150,000.00	\$ 146,650.00	\$ 146,200.00	\$ -
Maintenance										
28900000	44420	Vehicle Maintenance (S)	\$ 16,056.13	\$ 6,631.04	\$ 5,723.76	\$ 1,964.72	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ -
28900000	44421	Equipment Maintenance (S)	422.42	3,259.78	789.36	599.27	2,000.00	2,000.00	5,000.00	-
28900000	44423	Building Maintenance (S)	-	-	-	-	-	-	-	-
28900000	44426	Office Equipment Maintenance	585.84	437.03	514.33	482.27	525.00	950.00	1,000.00	-
28900000	44445	Outsourced Building Maint.	223,063.34	291,465.85	287,842.38	185,161.33	244,675.00	328,770.00	225,800.00	-
Subtotal			\$ 240,127.73	\$ 301,793.70	\$ 294,869.83	\$ 188,207.59	\$ 252,200.00	\$ 336,720.00	\$ 237,800.00	\$ -
Capital Expenditures										
28900000	43335	Vehicles & Equipment	\$ -	\$ -	\$ -	\$ 11,100.00	\$ 15,000.00	\$ -	\$ -	\$ -
28900000	45590	Capital Purchase	-	43,209.07	-	-	-	35,000.00	-	-
Subtotal			\$ -	\$ 43,209.07	\$ -	\$ 11,100.00	\$ 15,000.00	\$ 35,000.00	\$ -	\$ -
Other Charges										
28900000	47740	Travel, Training & Dues	\$ 4,992.62	\$ 1,627.07	\$ 3,020.65	\$ 295.00	\$ 4,700.00	\$ 15,820.00	\$ 15,880.00	\$ -
28900000	47760	Uniforms & Safety Items	3,129.13	3,034.21	3,506.22	1,316.98	3,720.00	4,420.00	4,420.00	-
28900000	47776	Parts Cost of Sales Variance	(29,995.65)	(24,087.18)	(28,028.65)	(16,448.32)	-	-	-	-
28900000	47790	Interest Expense	-	-	-	-	30.00	15.00	-	-
Subtotal			\$ (21,873.90)	\$ (19,425.90)	\$ (21,501.78)	\$ (14,836.34)	\$ 8,450.00	\$ 20,255.00	\$ 20,300.00	\$ -
Building Service Fund Total			\$ 737,454.40	\$ 776,228.12	\$ 874,992.68	\$ 449,931.10	\$ 808,500.00	\$ 1,033,625.00	\$ 927,500.00	\$ -
2900000	47780	Depreciation Expense	\$ 6,173.00	\$ -	\$ 6,173.00	\$ -	\$ -	\$ -	\$ -	\$ -
FY 17/18 Total			\$ 743,627.40	\$ 776,228.12	\$ 881,165.68	\$ 449,931.10	\$ 808,500.00	\$ 1,033,625.00	\$ 927,500.00	\$ -
(S) indicates those line items that reimburse Internal Service Funds.										



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: January 27, 2017

TO: Committee of the Whole

FROM: Tim Schloneger
Village Manager

SUBJECT: *Proposed Budget – 2017/2018 – Vehicle Maintenance Service Fund*

The Vehicle Maintenance Service Fund is established to account for all the vehicle and equipment maintenance necessary across all departments of the Village. Fuel, parts, and labor expenses incurred as part of the Village's annual vehicle maintenance are estimated and then allocated to each department based on service needed for the maintenance of vehicles and equipment. In addition, this service fund has similar overhead expenditures of "contractual services," "supplies," "maintenance," and "training" as do other department budgets. The Vehicle Maintenance Fund coordinates the daily maintenance of approximately 330 vehicles and various other pieces of equipment (i.e., mowers, other maintenance equipment) that comprise the Village's fleet and equipment. The number of vehicles and equipment includes the fleet maintenance service to the Algonquin/Lake in the Hills Fire Protection District.

ANTICIPATED REVENUE

VEHICLE MAINTENANCE SERVICE FUND - (\$1,155,000)

There are four sources of revenue for this fund. They include payments from: (1) all Village departments for maintenance of their vehicles and equipment (\$865,000); (2) the purchase of fuel by each department of the Village (\$193,000); (3) the purchase of fuel by the Algonquin/Lake in the Hills Fire Protection District (\$37,000); and (4) outsourced fleet maintenance billings to the Algonquin/Lake in the Hills Fire Protection District and Pingree Grove Police Department (\$60,000).

PROPOSED EXPENDITURES

VEHICLE MAINTENANCE SERVICE FUND - (\$1,155,000)

VEHICLE MAINTENANCE - PERSONNEL - (\$375,600)

The line items under this category cover the statutory rates for IMRF, FICA, and unemployment tax, as well as the appropriate distributions of health insurance costs for employees within the Vehicle Maintenance Service Fund. Salaries and overtime are based on existing staffing levels of this division of Public Works.

Responsibilities include the following:

- A. Operations: maintenance of vehicles, equipment and fixed equipment, parts, facilities management, fuel and lubricants management, and repair policies and strategies.
- B. Asset Management: needs determination, research acquisition, utilization, replacement and disposal of vehicle, equipment and fixed equipment, and parts.
- C. Financial Management: budgeting, cost recovery, fleet operating purchasing, vehicle replacement funding, and record keeping.
- D. Risk Management: workplace safety management, vehicle damage, contract compliance, regulatory compliance, and security.
- E. Environmental Management: Shop Best Practices and Regulatory Compliance.

VEHICLE MAINTENANCE - CONTRACTUAL – (\$23,400)

The line items under contractual services include those services that the Village will contract with outside vendors. The Vehicle Maintenance Division's portion of utility expenses, cleaning services, publications (such as shop-repair manuals), and printing are covered under these line items.

VEHICLE MAINTENANCE - SUPPLIES AND MATERIALS - (\$604,300)

These line items cover the purchase of fuel, parts, supplies, lubricants, batteries, etc. that are needed for upkeep of all vehicles and equipment used by the Village. These products are purchased within the service fund as inventory. When the products are used for any of the Village's fleet vehicles, the parts and labor are charged to the particular department (via a shop ticket) as a vehicle maintenance expense. Each department will be contributing their share of the cost for these parts and materials, which are accounted for in the revenue side of the Vehicle Maintenance Service Fund.

VEHICLE MAINTENANCE - MAINTENANCE (\$132,500)

These line items (except for item 44440) cover the maintenance expenses for the vehicles and equipment used within the Vehicle Maintenance Division. Line item 44440 (outsourced vehicle and equipment maintenance) covers the costs of sending fleet vehicles or equipment to an outside vendor for repairs. The specific department will be charged for the outsourcing of the repair for their vehicles, as is done with in-house repairs.

VEHICLE MAINTENANCE - CAPITAL EXPENDITURES - (\$0)

No funds are budgeted.

VEHICLE MAINTENANCE - OTHER CHARGES - (\$19,200)

Other charges include the Division's share of travel, training, and dues for professional organizations, as well as uniforms and safety equipment needed by the mechanics.

SUMMARY - VEHICLE MAINTENANCE SERVICE FUND

The Vehicle Maintenance Service Fund is a self-balancing fund with the expenditures being offset by the revenues (reimbursements) generated from each department of the Village. The charges to each department are based on the fleet vehicles and equipment maintenance needs of that specific department. The costs of fuel and automotive parts and supplies likewise are difficult to predict, but savings in more efficient vehicles are helping to offset increasing costs of fuel. Quality vehicle maintenance of an aging fleet can adequately maintain vehicle and equipment reliability. The solid reliability of the Village's vehicles and equipment has resulted in reduced "down time" and has provided more efficient use of the Village's personnel and equipment. This will translate into improved public services to the citizens of the Village.

Vehicle Maintenance Service Fund

Revenues

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Q2	FY 16/17 Budget	FY 17/18 Budget
29	34900	Maintenance Billings	\$ 893,955.55	\$ 889,665.93	\$ 749,932.96	\$ 350,131.83	\$ 887,000.00	\$ 865,000.00
29	34920	Fuel Billings	327,716.97	242,704.94	166,907.37	87,225.28	290,000.00	193,000.00
29	34921	Fire District Fuel Billings	58,437.62	46,255.82	35,567.21	16,906.63	60,000.00	37,000.00
29	34922	IGA - Fleet Maintenance	142,706.90	128,270.47	105,220.03	33,787.20	110,000.00	60,000.00
29	37710	Insurance Claims	-	6,713.60	-	-	-	-
29	37905	Sale of Surplus Property	11,360.38	2,040.05	132.50	161.95	-	-
Vehicle Maintenance Service Fund Total			\$ 1,434,177.42	\$ 1,315,650.81	\$ 1,057,760.07	\$ 488,212.89	\$ 1,347,000.00	\$ 1,155,000.00

Vehicle Maintenance Service Fund

Expenditures

			FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Q2 YTD	FY 16/17 Budget	FY 17/18 Dept.	FY 17/18 Manager	FY 17/18 Budget
Personnel										
29900000	41103	IMRF	\$ 34,254.79	\$ 31,067.88	\$ 27,493.66	\$ 12,571.99	\$ 31,000.00	\$ 30,500.00	\$ 32,000.00	\$ -
29900000	41104	FICA	23,040.98	20,774.48	18,544.05	8,390.16	21,000.00	20,000.00	22,000.00	-
29900000	41105	Unemployment Tax	356.40	437.42	479.73	-	500.00	500.00	600.00	-
29900000	41106	Health Insurance	68,091.28	51,932.33	49,022.60	22,119.48	53,000.00	45,000.00	45,000.00	-
29900000	41110	Salaries	300,124.93	274,099.30	249,245.69	114,064.48	258,000.00	266,000.00	266,000.00	-
29900000	41140	Overtime	14,644.50	9,839.44	3,724.29	172.35	10,000.00	10,000.00	10,000.00	-
Subtotal			\$ 440,512.88	\$ 388,150.85	\$ 348,510.02	\$ 157,318.46	\$ 373,500.00	\$ 372,000.00	\$ 375,600.00	\$ -
Contractual Services										
29900000	42210	Telephone	\$ 5,657.27	\$ 4,145.29	\$ 4,600.57	\$ 2,169.11	\$ 3,980.00	\$ 4,200.00	\$ 4,200.00	\$ -
29900000	42211	Natural Gas	1,113.86	1,240.59	323.28	-	1,200.00	1,200.00	1,200.00	-
29900000	42234	Professional Services	8,575.14	9,086.08	5,846.14	4,733.44	10,100.00	10,150.00	10,150.00	-
29900000	42242	Publications	4,189.04	4,565.00	4,425.95	1,500.00	8,300.00	4,800.00	4,800.00	-
29900000	42243	Printing & Advertising	80.52	26.08	72.43	309.81	390.00	440.00	50.00	-
29900000	42260	Physical Exams	-	-	75.00	75.00	200.00	300.00	-	-
29900000	42270	Equipment Rental	1,559.31	3,530.14	1,252.00	882.18	3,000.00	3,000.00	3,000.00	-
29900000	42272	Leases Non-Capital	-	-	-	-	330.00	350.00	-	-
Subtotal			\$ 21,175.14	\$ 22,593.18	\$ 16,595.37	\$ 9,669.54	\$ 27,500.00	\$ 24,440.00	\$ 23,400.00	\$ -
Supplies & Materials										
29900000	43308	Office Supplies	\$ 123.79	\$ 272.69	\$ 202.62	\$ 65.17	\$ 300.00	\$ 150.00	\$ 200.00	\$ -
29900000	43317	Postage	91.85	169.30	9.17	61.27	100.00	500.00	500.00	-
29900000	43320	Tools, Equipment & Supplies	4,922.34	7,772.14	14,140.84	3,397.66	10,100.00	14,700.00	14,700.00	-
29900000	43332	Office Furniture & Equipment	-	-	1,273.17	399.96	2,000.00	-	-	-
29900000	43333	IT Equipment	-	-	-	4,245.00	5,600.00	2,600.00	2,600.00	-
29900000	43340	Fuel	2,882.84	2,539.11	2,393.13	1,194.91	4,000.00	2,000.00	2,000.00	-
29900000	43350	Fleet Parts/Fluids (S)	415,826.24	377,539.80	304,018.66	108,598.74	382,850.00	354,300.00	354,300.00	-
29900000	43351	Fuel - Cost of Sales (S)	370,443.63	253,818.02	200,458.56	97,795.22	350,000.00	300,000.00	230,000.00	-
Subtotal			\$ 794,290.69	\$ 642,111.06	\$ 522,496.15	\$ 215,757.93	\$ 754,950.00	\$ 674,250.00	\$ 604,300.00	\$ -
Maintenance										
29900000	44420	Vehicle Maintenance (S)	\$ 11,228.45	\$ 6,055.16	\$ 4,250.43	\$ 1,156.65	\$ 5,000.00	\$ 3,000.00	\$ 4,000.00	\$ -
29900000	44421	Equipment Maintenance (S)	4,628.70	2,170.91	5,500.00	-	5,500.00	5,500.00	2,500.00	-
29900000	44423	Building Services (S)	50,520.53	62,807.88	48,500.00	27,183.48	48,500.00	48,500.00	55,000.00	-
29900000	44426	Office Equipment Maint.	588.13	432.32	514.95	475.71	550.00	950.00	1,000.00	-
29900000	44440	Outsourced Maintenance (S)	96,429.54	125,520.07	71,159.17	38,863.81	70,000.00	70,000.00	70,000.00	-
Subtotal			\$ 163,395.35	\$ 196,986.34	\$ 129,924.55	\$ 67,679.65	\$ 129,550.00	\$ 127,950.00	\$ 132,500.00	\$ -
Capital Expenditures										
29900000	45590	Capital Purchase	\$ 110,000.00	\$ -	\$ -	\$ 42,471.04	\$ 46,000.00	\$ -	\$ -	\$ -
Subtotal			\$ 110,000.00	\$ -	\$ -	\$ 42,471.04	\$ 46,000.00	\$ -	\$ -	\$ -
Other Charges										
29900000	47740	Travel, Training & Dues	\$ 1,043.27	\$ 3,676.08	\$ 3,683.32	\$ 1,005.70	\$ 8,170.00	\$ 10,135.00	\$ 10,150.00	\$ -
29900000	47760	Uniforms & Safety Items	6,343.94	4,631.81	6,237.32	3,924.57	7,300.00	9,020.00	9,050.00	-
29900000	47775	Fuel Inventory Variance	15,710.97	35,505.31	1,908.40	6,336.69	-	-	-	-
29900000	47776	Parts/Fluid Inventory Variance	(20,094.82)	10,196.18	5,597.99	(15,890.69)	-	-	-	-
29900000	47790	Interest Expense	-	-	-	-	30.00	15.00	-	-
Subtotal			\$ 3,003.36	\$ 54,009.38	\$ 17,427.03	\$ (4,623.73)	\$ 15,500.00	\$ 19,170.00	\$ 19,200.00	\$ -
Vehicle Maintenance Service Fund Total			\$ 1,532,377.42	\$ 1,303,850.81	\$ 1,034,953.12	\$ 488,272.89	\$ 1,347,000.00	\$ 1,217,810.00	\$ 1,155,000.00	\$ -
29000000	47780	Depreciation Expense	\$ -	\$ 11,800.00	\$ 11,800.00	\$ -	\$ -	\$ -	\$ -	\$ -
FY 16/17 Total			\$ 1,532,377.42	\$ 1,315,650.81	\$ 1,046,753.12	\$ 488,272.89	\$ 1,347,000.00	\$ 1,217,810.00	\$ 1,155,000.00	\$ -
(S) indicates those line items that reimburse the Internal Service Funds.										

Public Works Department - Internal Services Division

Service Area Description

The Internal Services Division of the Public Works Department is responsible for the management and maintenance of Village facilities, vehicle fleet, and equipment.

The Building Services Division provides a spectrum of services from keeping facilities stocked with day-to-day supplies, energy use management, service to boilers and HVAC equipment, and general maintenance to Village facilities. These services are necessary to ensure Village employees can meet the needs of the residents of Algonquin.



Internal Services is responsible for the maintenance of municipal buildings, vehicles, and equipment

The Vehicle Maintenance Division provides an extensive range of maintenance from routine through advanced level repairs on fleet assets, generators and equipment that the Village owns. Village departments rely on these assets to deliver services to the residents of Algonquin.

The Internal Services Division of the Public Works Department supports the Village of Algonquin's mission by:

- Enhancing Customer Service and Citizen Satisfaction
- Maintaining the Village's Infrastructure and Upholding a High Quality of Life for Residents
- Maintaining the Village's Revenue Base
- Maintaining the Public's Health, Safety, and Welfare Through a Well-Trained and Dedicated Staff
- Promoting Programs with a Conservation Focus

Personnel Summary

One (1) Maintenance Worker II position was transferred from the General Services Division to the Building Services Division. One (1) part-time Facility Maintenance Worker has been added to Building Services. A Service Technician has been promoted to Fleet Mechanic commensurate with the evolving responsibilities of that role in the Vehicle Maintenance Division. A seasonal position in the Vehicle Maintenance Division will not be filled.

Building Services						
Personnel Schedule	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Change
Internal Services Supervisor	-	-	0.5	0.5	0.5	-
Stock Coordinator	0.5	0.5	0.5	0.5	0.5	-
Maintenance Worker II	1.0	1.0	1.0	1.0	2.0	▲ 1.0
Maintenance Worker I	1.0	1.0	2.0	2.0	2.0	-
Facility Maintenance Worker	-	-	-	-	0.5	▲ 0.5
Seasonal Employees	-	-	-	0.25	0.25	-
Total Full-Time Equivalent Positions	4.0	4.0	5.0	4.25	5.75	▲ 1.5
<i>Full-Time Employees</i>	<i>4</i>	<i>4</i>	<i>5</i>	<i>4</i>	<i>5</i>	<i>▲ 1.0</i>
<i>Part-Time Employees</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>1</i>	<i>2</i>	<i>▲ 1.0</i>

Vehicle Maintenance Personnel Schedule	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Change
Internal Services Supervisor	-	-	0.5	0.5	0.5	-
Stock Coordinator	0.5	0.5	0.5	0.5	0.5	-
Fleet Mechanic	2.0	2.0	2.0	2.0	3.0	▲ 1.0
Service Technician	1.0	1.0	1.0	1.0	-	▼ 1.0
Intern	-	-	0.25	0.25	-	▼ 0.25
Total Full-Time Equivalent Positions	5.0	5.0	4.25	4.25	4	▼ 0.25
<i>Full-Time Employees</i>	5	5	4	4	4	-
<i>Part-Time Employees</i>	0	0	1	1	0	▼ 1.0

FY 16/17 Accomplishments

The following list provides a status update for departmental objectives outlined in the FY 16/17 budget document and other tasks completed during the fiscal year. The status list is current as of the date this document was published.



Complete

- Review and revise the vehicle and equipment replacement program.
- Teams continue to be assessed and managed to meet efficiency standards. We will continue to assess work tickets to identify ways in which we can become more cost effective.
- The team will be reviewing HVAC control system efficiencies, as well as alternative fuel options.



Near Completion

- Improve customer communication by providing education as to the digital and analytical processes required of the team. Work to let customers know what work was performed, and what work was potentially postponed.
- Team training has been increased for the year, which will continue to develop a talented team which has the ability to provide outstanding service and safe fleets and facilities for the residents and employees.



Not Complete

- Increase turnaround times on service requests.
- Begin to compile the long term facility maintenance plan.

Fiscal Year 17/18 Objectives

Guiding Principle #1: Maintain and/or Enhance Customer Service and Citizen Satisfaction

- Work to improve customer service via improved digital communication, and status updates of service requests.
- Reduce turnaround times on service requests. Keep all of the teams functioning with full and consistent availability of equipment.

Guiding Principle #3: Evaluate, Plan for, and Implement Important Capital Improvement Projects in Order to Maintain the Village's Infrastructure and Uphold a High Quality of Life for Residents

- Begin to compile the long term facility maintenance plan.

Guiding Principle #4: Assess All Viable Options to Increase/Maintain the Village's Revenue Base

- Continue to evolve the training aspects of each team. Educate new members on routine items, and evolve veterans. Reduce contractor costs, and secure new income sources.

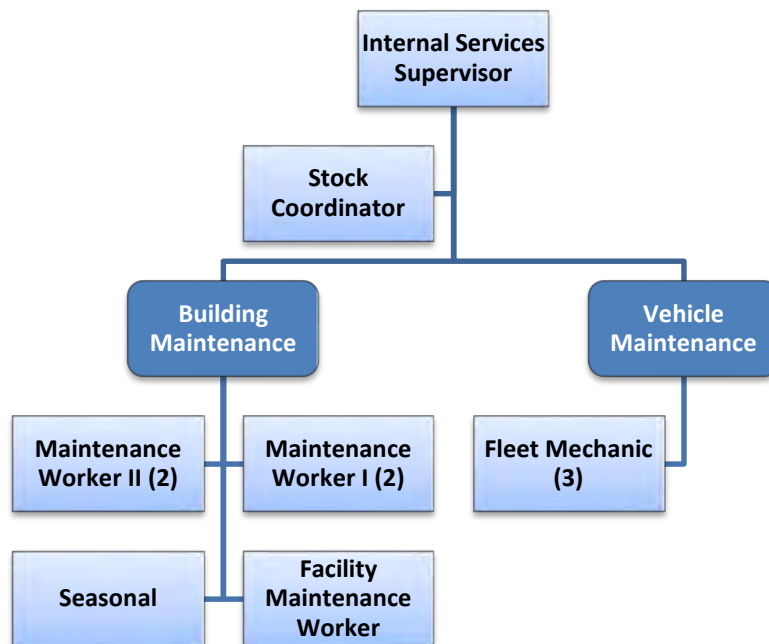
Guiding Principle #5: Continue to Allocate the Necessary Resources for the Maintenance of the Public's Health, Safety, and Welfare through a Well-Trained and Dedicated Staff.

- Continue to assess and improve the HVAC system. New controls and team members will allow for more efficient use of, and improvement to, the operating system.

Guiding Principle #6: Continue to Promote and Develop Programs with a Conservation Focus.

- Continue to search for waste streams that are environmentally defensible.

Department Organizational Chart



Performance Measures

The FY 17/18 budget document features performance measures related to the Village's Guiding Principles to assist linking budgetary decisions to the intended outcomes determined by the Village Board. Output, efficiency, and outcome measures are used to provide a tangible link from Village services and strategies to the Guiding Principles. Aggressive targets are set during the budget process, not to determine success or failure, but to continuously improve service delivery and provide core services in the most cost-effective manner possible. Additional measures and strategies will be featured in subsequent budgets.

Guiding Principle #4: Continue to Allocate the Necessary Resources for the Maintenance of the Public's Health, Safety, and Welfare Through a Well-Trained and Dedicated Staff						
Department Objective	Strategy/Measure	2014	2015	2016		2017
		Actual	Actual	Target	Actual	Target
Maintain Village facilities to a high standard.	Facilities Maintained	28	28	Output	28	28
	Number of Repair Orders	5,700	6,600	Output	5627	5,500
	Total Jobs Performed	6,691	7,700	Output	6,393	7,000
	Facility Maintenance Costs	\$809,867	\$677,000	Output	1,034,100	700,000
Department Objective	Strategy/Measure	2014	2015	2016		2017
		Actual	Actual	Target	Actual	Target
Maintain optimal level of fleet and equipment availability.	Pieces Maintained	396	378	Output	378	370
	Number of Repair Orders	2,855	3,000	Output	2,960	3,000
	Total Jobs Performed	6,781	5,632	Output	5,342	5,500
	Vehicle Maintenance Costs	\$1,123,558	\$900,000	Output	859,000	850,000



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: February 8, 2017

TO: Tim Schloneger, Village Manager

FROM: Andrew Warmus, Utilities Superintendent

SUBJECT: *Sanitary Sewer Evaluation – Acoustic Pipeline Testing & Manhole Camera Inspections*

RE: Robert Mitchard, Public Works Director
Ed Brown, Chief Wastewater Operator

Background

Discharges of untreated or partially treated sewage from any part of the collection system creates a potential hazard to human health and can have significant impacts on water quality. These discharges, commonly known as SSO's or Sanitary Sewer Overflows can result from the entry of excessive precipitation or groundwater or mechanical/electrical/structural failure of any component of the collection system. When capacity is exceeded, the collection system relieves itself by overflowing some point of the system such as through a manhole in the street or basement drain.

As the collection system ages, it's condition deteriorates developing crack, breaks, and blockages if not properly maintained. A maintenance program, commonly known as a CMOM or Capacity, Management, Operation & Maintenance Program is a proactive and effective tool to assure the collection system is properly managed and operated at all times; has adequate capacity to convey peak flows; and takes all steps to eliminate excessive infiltration/inflow from entering the system which might result in an overflow.

Our sanitary sewer system is comprised of 23 drainage basins, amounting to approximately 136 miles of main line piping, 10 sewage lift stations, and more than 3,800 sanitary manhole structures. Our current maintenance practices include flushing main line pipe, a 5-year cycle which targets 27 miles per year or about 4,000 feet per day. Similarly, manholes structures are inspected at the same 5-year interval. Televising main line sewers is more labor intensive, as added time is necessary to ensure quality images are captured and proper evaluation make on each segment of pipe. Televising the entire collection system is accomplished over a 10-year cycle. Information gained from inspection and televising work is used to produce projects for repair, rehabilitation, and replacement or a Condition-Based Maintenance approach. Priority is then given to those structures and/or pipe segments with the greatest risk for failure.

Sewer Line Assessments

While our efforts to clean, inspect, and televise are admirable, we've sought other technologies which might better utilize existing resources, and provide more timely assessment of our overall collection system. We believe we've found such technology with the SL-RAT or Sewer Line Rapid Assessment Tool. A proprietary process, this portable, cost effective means of assessment can detect blockages or failing conditions of gravity sewers in 3 minutes or less. The technology uses a transmitter to "send" the tones down the pipe, with a receiver located in a downstream manhole to listen and interpret the received acoustic tones. Tones received translate into a numerical rating of 0 to 10, with 0 representing a total blockage. Deliverables include assignment of a color code to the pipe segment, capable of being added to our GIS maps. While this technology has distinct advantages, it does not replace the camera inspection. It does however provide for a far quicker assessment and enables us to focus our resources on those areas with the greatest risk.

Manhole Structure Assessments

While acoustic assessment is highly accurate for pipe segments, the technology is less effective for manhole structures. To quote the old adage, “a picture is worth a thousand words”, our solution for accurate assessment of manholes is the use of a Rapid View 360 Degree Panoramic camera. The camera is lowered into the manhole structure, taking a series of individual images, when pieced together produces a detailed visual image of the interior of the manhole structure. Information produced can be presented in one of three ways; a single photo, an unfolded view, and point layer. Similar to the SL-RAT, manhole condition is assigned a numerical value, producing a rating from 0 to 5. Asset condition and defects can be detailed and reviewed quickly and eliminates the need for confined space entry of the structure for either staff nor contractor. Information gathered can be plugged into our asset management software as static information for historical reasons and generation of work orders and/or can be shared with engineers during project design phase.

As noted, a program of cleaning and televising sanitary sewers is a necessary component of good CMOM program helping to properly manage pipe line capacity and prevent overflow conditions. Information gained through the SL-RAT and Panoramic camera can be a catalyst for repairs and/or replacement. Condition assessments are becoming increasingly commonplace and an extremely useful tool when considering roadway projects (IMS) and for development of long range planning. The SL-RAT can assess miles of pipe in months, rather than years. The numerical values produced can re-direct time and resources to problem areas allowing staff to focus on pipe segments that display the highest risk for failure or blockage. While not a replacement for pipe cleaning, the acoustic approach can act as a precursor and focus energies where they need to be.

Recommendation

The attached proposal from Midwest Water Group describes the SL-RAT and Rapid View Panoramic technologies, provides examples of the project deliverables, and provides cost breakdown per drainage basin.

In consideration of the proposal, staff recommends the following 3-year for SL-RAT testing and Panoramic camera inspection:

Year 1 FY 2016-2017 \$102,005.69
Includes drainage basins: **G, H, I, J, N, O, P, Q** (see attached map – area in blue)
Pipe footage = 188,185; No. of manholes = 916

Year 2 FY 2017-2018 \$158,050.75
Includes drainage basins: **A, B, C, D, E, F, K, M, T, U** (see attached map – area in green)
Pipe footage = 289,222; No. of manholes = 1,479

Year 3 FY 2018-2019 \$151,146.75
Includes drainage basins: **L, R, S, V, W** (see attached map – area in orange)
Pipe footage = 281,246; No. of manholes = 1,452

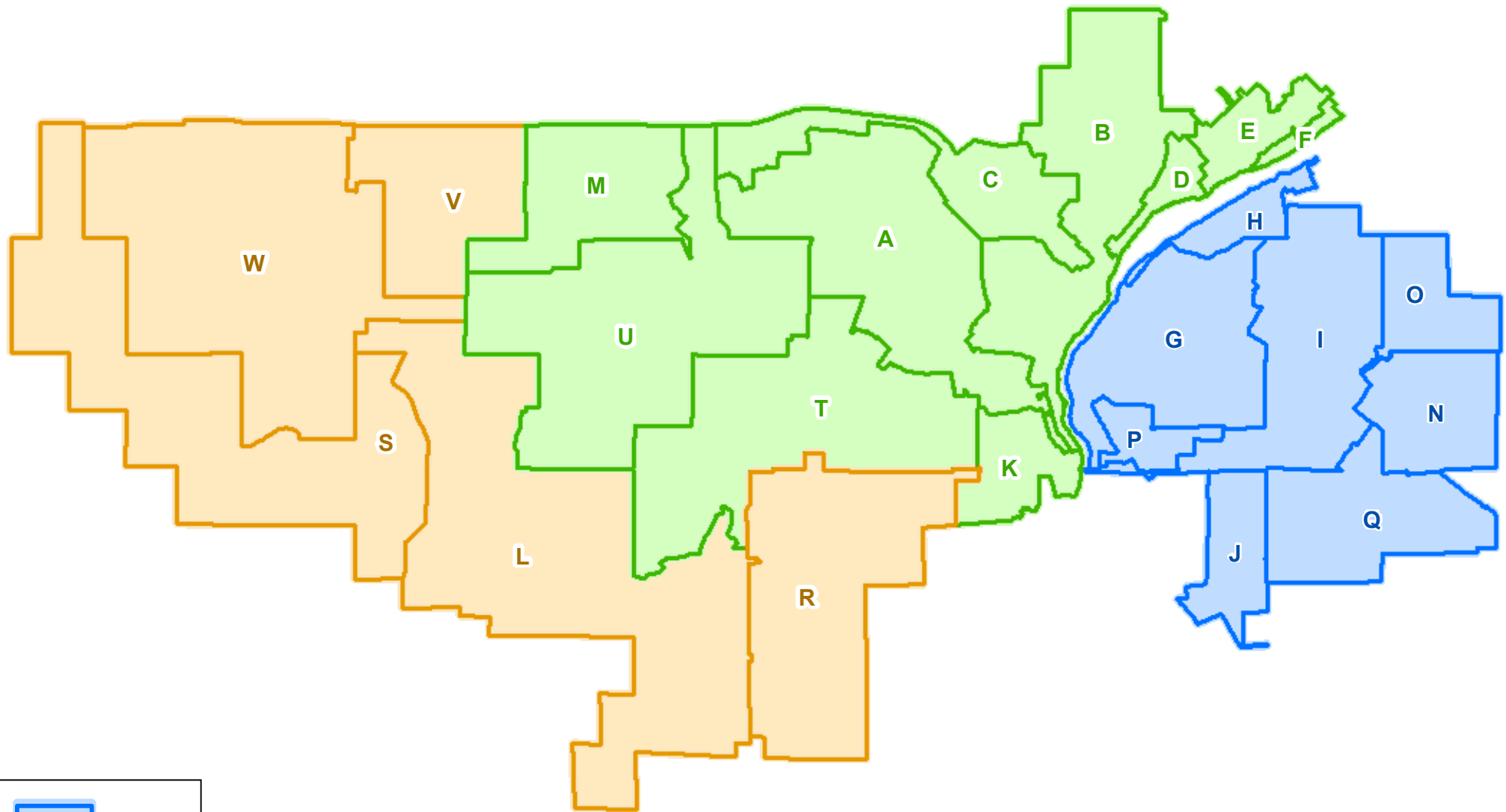
The initial year of testing and camera inspection was not specifically identified in the current fiscal year, but an amount of \$300,000 was approved for Sanitary Sewer Rehabilitation. It is our intent to spend a portion of the monies slated for “rehabilitation” and expend it towards the SL-RAT testing and Panoramic imaging, an amount of \$102,005.69.

Because these two technologies are proprietary, and exclusive to Midwest Water Group, we ask you, the members of the Committee of the Whole to waive all bidding requirements, and approve the proposed from Midwest Water Group, Inc. of Chicago, IL in the first year amount of \$102,005.69

With this understood, it is the recommendation of staff to award the contract to Midwest Water Group, Inc. of Chicago, IL in the amount of **\$102,005.69**.

I am welcoming of any comment or question.

SL-RAT 3-Year Implementation Plan





February 3rd, 2017

Andy Warmus
Utilities Superintendent
Village of Algonquin
2 South Main St
Algonquin, IL 60102

RE: PROPOSAL FOR PROFESSIONAL SERVICES, FIELD SERVICES FOR INSPECTION AND ASSESSMENT OF COLLECTION SYSTEM PIPELINES AND MANHOLES

Dear Mr. Warmus,

Midwest Water Group is a Professional Services Company performing asset inspection, assessment and data collection services. Our understanding is that the Utility intends to investigate and perform condition assessment on a significant number of sanitary sewers and manholes in order to assess the condition of sewers and manholes and help prioritize repairs and maintenance activities in an effort to comply with federal, state and local requirements and improve system performance during rain events.

This **Proposal** is being submitted as follows:

- Project Scope
 - Project Reasoning
 - Project Overview
 - Assumptions and Services Provided by the Utility
 - Equipment Used
 - Safety Procedures
- Example Deliverables
- References and Similar Projects
- Proposed Project Schedule and Personnel Tree
- Proposal Fee

Thank you for your consideration and the opportunity to illustrate our services. Please do not hesitate to contact us with any questions regarding this proposal.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Michelle Harrod'.

Michelle Harrod
NASSCO Inspector & President

A handwritten signature in cursive script, appearing to read 'Chad Smeltzer'.

Chad Smeltzer
Dukes Midwest - Account Manager

Project Scope:



Reasoning

As an integral part of your CMOM program, inspection and condition assessment of your assets is imperative to prioritizing areas of your system that are prone to maintenance issues or can cause SSO's or other problems in violation of the Clean Water Act.

To enable informed management decisions to ensure the long-term desired level of service, a comprehensive evaluation of the collection system is essential. Typically, conventional Closed Circuit Televised (CCTV) methods are used to inspect collection systems and prioritize the segments/areas needing corrective action, i.e. debris removal, grease and/or root abatement, repair/rehabilitation, or replacement. However, approximately 60-70 percent of the collection system (depending upon age of the system) operates as intended and needs no corrective action. As a result, funds and valuable time/resources are wasted gathering data on those portions of the system that are functioning properly.

Our approach is to utilize technology to quickly and accurately triage your collection system in order to prioritize those areas in need of further inspection, immediate rehabilitation or preventative maintenance. Using high resolution digital 360 degree camera, mapping grade GPS units with data correction services, and acoustic pipeline assessment technology; we will quickly and effectively assess/certify all accessible manholes, collect relative system information, and perform cursory pipeline inspections to eliminate the areas of the collection system working properly.

Overview

Kick Off and Pre-project Needs:

Services will commence with the Utility providing any current maps, GIS database or coordinates for any known assets in the area to be inspected and assessed. Priority to working in wet conditions during the project will be made with every effort to give us the best opportunity to assess the impact of Inflow and Infiltration during typical rain events.

If a GIS compatible map is not available, or if asset ID numbers need to be created, there will need to be discussion and a number schema created.

A project superintendent will be assigned to your project and will be present at kick off meeting, organizing crew(s), reviewing field data, reporting missing structures or access problems, coordinating special traffic control needs, and overall communications between Utility and Midwest Water Group personnel.



PROPOSED SCOPE OF SERVICES

1. Complete approximately **721,533** linear feet of SL – RAT acoustic pipeline assessment in the entire sanitary collection system, or as required and identified by Utility.
2. Complete approximately **3847** NASSCO MACP Level 2 full descent inspections utilizing digital manhole camera system as outlined in manhole scope of services
3. Coordinate CCTV televising and cleaning services as required based on condition assessment using SL RAT data and as outlined in CCTV scope of services
4. Complete manhole rehabilitation documents including:
 - a. Assist Utility in preparing contract documents and detailed specifications for repair projects
 - b. Attend pre-bid meeting to answer contractor questions, train contractors on using video player and SL-RAT data (if requested and agreed on in advance of project start date)

SL-RAT – Scope of Services

- 1.) Provide equipment and personnel as required for service
- 2.) Provide coordination with Utility for areas to be inspected using SL-RAT
- 3.) Walk collection system and put transmitter and receiver between each pipe segment in the adjoining manhole structures.
- 4.) Collect pipeline assessment data in online data organizer software
- 5.) Upload data to server and make access portal for Utility
- 6.) Provide .CSV, .KML and .SHP exportable data files for each pipeline segment
- 7.) Collect GPS data off of GPS receiver and provide to Utility for mapping purposes
- 8.) Add manhole ID's for each starting and ending manhole for each pipe segment to data software as well as notes of any urgent needs for that starting and ending manhole point.
- 9.) Provide prioritized listing of pipeline segments in need of further inspection (via CCTV or pole camera) and coordinate location identification with selected televising contractor and Utility
- 10.) Provide recommendations for maintenance or repair as required and evidenced from SL-RAT data collection including coordination of preventative maintenance programs or rehabilitation methods.



Data Delivery:

Work completed will be uploaded on a weekly basis to a shared FTP server with the Utility and regular progress meetings will take place throughout the project to address any concerns, challenges or other major defects observed. Final data will be delivered according to Utility preference, or by external hard drive. Detailed reports will be delivered as per the scope of service with summary reports as per the following scope:

Summary Report – Scope of Services

- 1.) Organize all data from individual field services into a comprehensive summary report for each service area.
- 2.) Submit color copies and a pdf of draft report.
- 3.) Address Utility comments on draft report and revise.
- 4.) Submit color copies of final report. Provide one digital copy of final report files, data, GIS geodatabases, and photographs.
- 5.) Consolidate summary report into language for the annual program executive summary.

Assumptions and Services Provided by the Utility

ITEMS REQUESTED FROM UTILITY

1. Any current collection system maps available in electronic GIS geodatabase or paper format (as applicable)
2. Notification through media or other appropriate medium, as required by Utility as well as providing proper identification credentials and/or letter on Utility letterhead authorizing Midwest Water Group as onsite Consultant for Utility for the duration of project
3. Provide traffic control as agreed on in advance of starting project unless arrangements are made for Midwest Water Group to use outside contracting services for traffic control
4. Asset ID numbers (if available) for each manhole structure. If no asset ID's have been assigned, collectively create naming schema for asset identification numbers.
5. If structures or segments cannot be located, the Utility will provide personnel to help identify structures or mark them with paint or flags. Lists of unfound structures will be submitted to the Utility on a weekly basis (or as appropriate) for locating.
6. Point of contact for duration of project.

Equipment Used

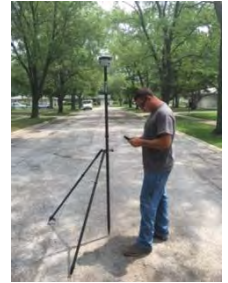
CAMERA TECHNOLOGY:



Rapid View Panoramo 360 SI digital camera. Offers 360 degree digital scanning of manhole structures. Provides four deliverable outputs: 360 degree perspective, unfolded view, geometric view and CAD output with Northing (optional to be determined by you and requested prior to start of project). All files are delivered on external hard drive.

GPS TECHNOLOGY:

We utilize the leading provider's equipment in the industry for mapping grade GPS coordinates using the most current data correction services to insure GPS accuracy. The unit we use is the Trimble R2 GNSS receiver and Trimble's unity software which allows us to deliver the system map to you in several formats including shape (.shp) file, .csv and ESRI Personal Geodatabase (.gdb)



GIS SYSTEM MAP BUILDER:

We utilize a Cloud Based GIS management system. Our program includes building the initial map, loading data from your existing system and the data collected in our inspection and assessment, storage and backup of data and video files, technical support and upgrades.

DIGITAL FILM FILES:

These will be organized and delivered in two ways. We will provide one combined file with all manhole scans and we will separate the scans into independent files which will offer you the opportunity to grant access and view ability to future contractors for work. The value of this is substantial. Allowing bidding contractors to view the structures they are bidding for repair puts all contractors on the same page and typically lowers the cost to the customer.



SOFTWARE TECHNOLOGY:

With a project of this scope, it will be imperative that data is collected and organized in such a manner that it is intuitive and simple to navigate for CMT. Our firm utilizes the RapidView Panoramo 360 SI camera system in conjunction with Pipelogix Manhole software to present the inspection data in a software format that has the ability to

print reports. Pipelogix is a MACP certified software and fulfills the requirements of Access DB exportable information standard. This will be supplied for all inspections



ACOUSTIC SOUND TECHNOLOGY:



Utilizing the SL-RAT (Sewer Line Rapid Assessment Tool) manufactured by Info-Sense. The winner of multiple innovative technology awards from WEF, AWWA and other water and wastewater associations, the SL-RAT is a quick preliminary assessment tool used to prioritize problem areas of your collection system and is used as a precursor to pipeline televising. This technology is based on measuring the signal received from an acoustic transmission within a sewer line segment. From the received

signal, an acoustic profile is obtained which represents the sound energy that a pipe transmits in a given

state of operation. Defects such as roots, grease, breakages and infiltration naturally absorb or reflect the acoustic signal which changes the pipeline's acoustic profile and produces a measurable condition assessment based on algorithmic calculations by the device.

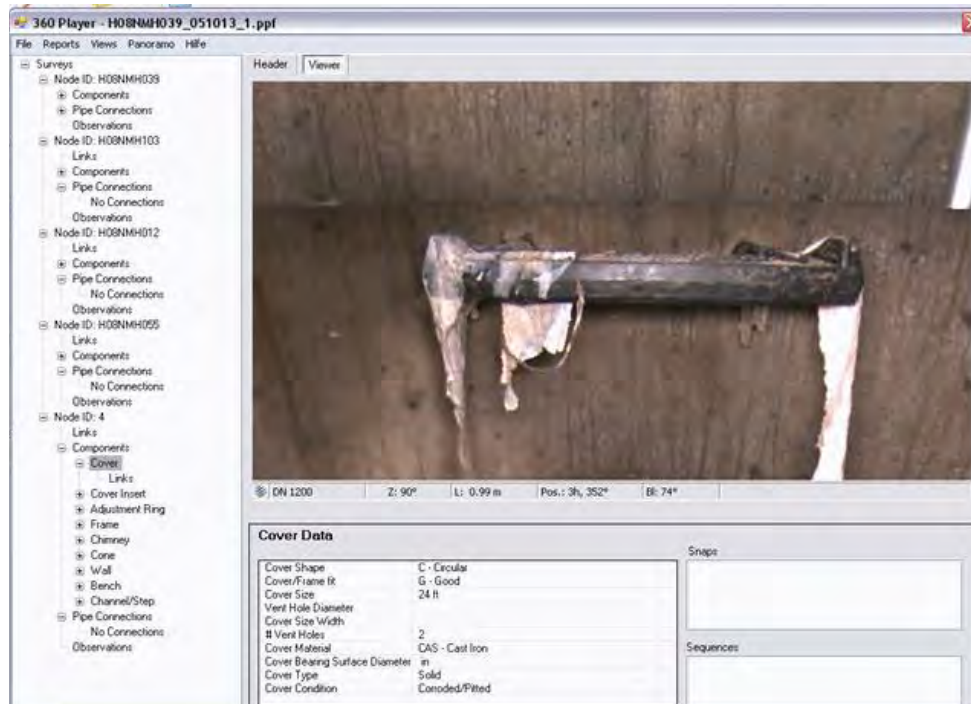
Example Deliverables:

MANHOLE INSPECTION FILES:

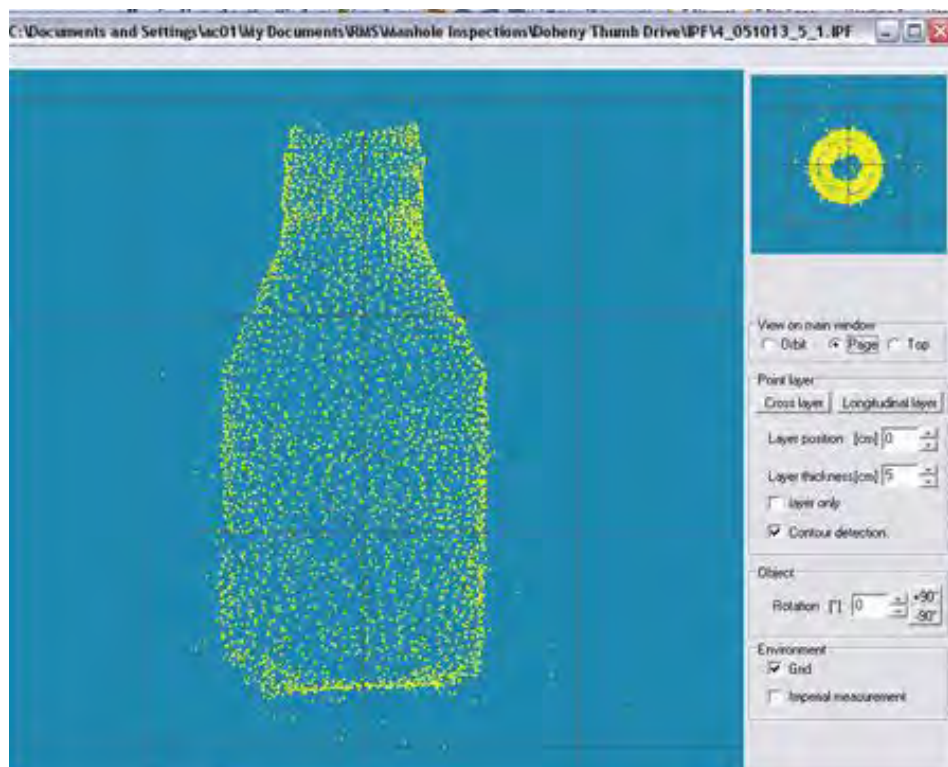
GBA will receive numerous imaging and files with the manhole inspection deliverables including video files, viewer software, PDF survey reports of MACP field inspections, GPS coordinates (if required), . MDB (Access) and .CSV (Excel) file exports for field upload, and summary repair recommendations.

Sample Images

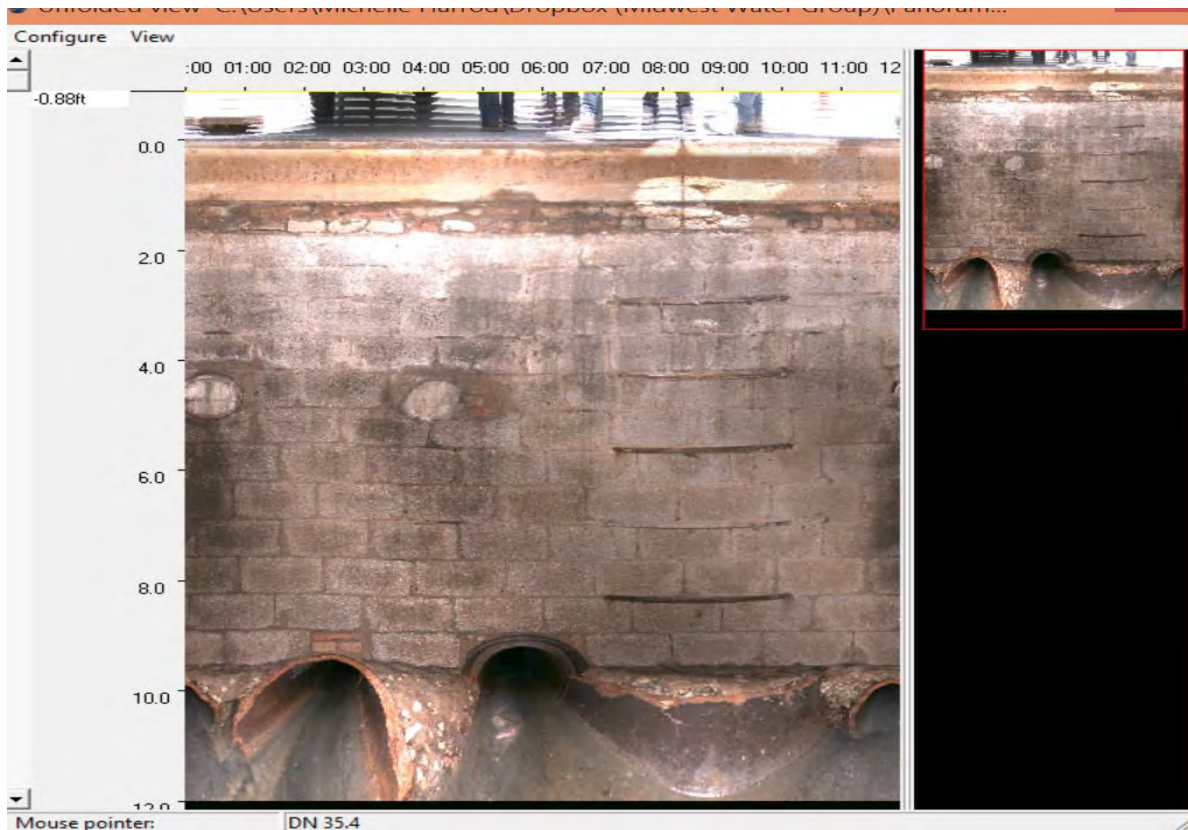




Panorama 360 SI Viewer



Point Cloud Viewer



Unfolded Viewer

MANHOLE VITALS REPORT
SAMPLE COMMUNITY 2014

Manhole ID#	Street	Time to Invert (FT)	Date Inspected	Pick/Holes	Condition Code	Repair Estimate	Notes
1	Chappel St.	8.9	8/29/2014	Closed	1	\$ 150.00	INFILTRATION AT WALL
1A	Chappel St.	8.7	8/29/2014	Open	3	\$ 300.00	CONCRETE MISSING - EXPOSED REINFORCING
2	Chappel St.	9.1	8/29/2014	Closed	1	\$ 300.00	INFILTRATION AT WALL - INFILTRATES AT TOP INTERSECTION
3	Chappel St.	8.7	8/29/2014	Closed	1	\$ 300.00	INFILTRATION AT WALL - CRACK IN SEAL AT CURBWAY
8	177th St.	6.6	9/2/2014	Open	0	\$ -	GOOD CONDITION
9	Parson	7.1	9/2/2014	Open	0	\$ -	OPEN PICK HOLE COVER
10	Parson		9/2/2014	Missing	0	\$ -	UNABLE TO LOCATE
11	Parson	4.6	9/2/2014	Closed	0	\$ -	GOOD CONDITION
12	Parson	10.9	9/2/2014	Closed	1	\$ 150.00	TWO Holes WITH INFILTRATION
13	177th St.	11	9/2/2014	Closed	1	\$ 300.00	CRACK IN INFILTRATION
14	177th St.	10.7	9/2/2014	Closed	1	\$ 300.00	INFILTRATION AT BOTTOM WALL JOINT
15	Rosewood Dr.	9.1	9/2/2014	Open	1	\$ 300.00	INFILTRATION AT CURBWAY JOINT
17	Rosewood Dr.	5.7	9/2/2014	Open	0	\$ -	INFILTRATION ALMOST COMPLETELY GONE
18	Rosewood Dr.	4.6	9/2/2014	Closed	0	\$ -	GOOD CONDITION
19	Rosewood Dr.	4.4	9/2/2014	Open	0	\$ -	GOOD CONDITION
20	Rosewood Dr.	9.8	9/2/2014	Open	2	\$ -	NEEDS TO HAVE BENCH CLEANED OUT
21	Rosewood Dr.	3.5	9/2/2014	Open	0	\$ -	GOOD CONDITION
22	176th Place	6.9	9/2/2014	Closed	0	\$ -	GOOD CONDITION
23	176th Place	8.4	9/2/2014	Closed	0	\$ -	GOOD CONDITION
24	176th Place	7.8	9/2/2014	Closed	0	\$ -	GOOD CONDITION
25	176th Place	7	9/2/2014	Closed	0	\$ -	GOOD CONDITION

FEEDBACK

1 \$300.00

AVERAGE RATING

57 \$15,080.00

HIGH RATING

2 \$500.00

GOOD RATING

103 \$1,450.00

TOTALS

163 \$ 17,330.00

MISSING/UNABLE TO SCAN STRUCTURES

19

CLOSED PICK HOLE

123

OPEN PICK HOLE

21

Example Deliverables:

SL-RAT:

Utility will receive individual log in to SL-DOG (online data organizer) which will display results of field work. These results will be uploaded on a weekly basis (or more frequent at Utility request). The data from the SL-RAT work will be available in 3 formats: .CSV (EXCEL), .SHP (GIS) and .KML (Google Earth).

Example Screen Shots SL-RAT / SL-DOG



SL-RAT Sample Results Map (Google Earth)

Home Support Documents

SL-DOG
by INFOSENSE, INC.

YOU ARE HERE: Home

SL-DOG MEASUREMENTS

New features added September 2014 for more details [click here!](#)

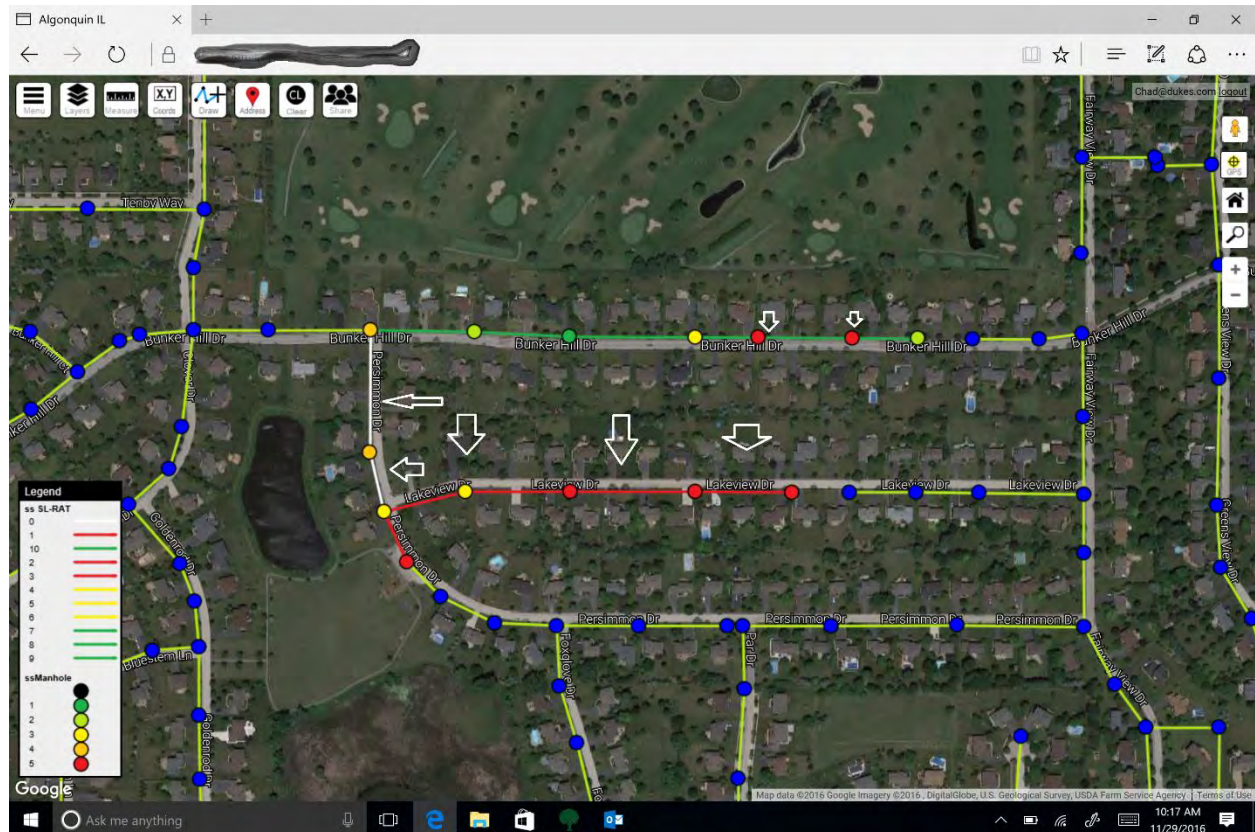
Measurement Criteria

Select All Export to Google Earth Export to CSV Enhanced Export Export SHP Enhanced Export

Page Size: 50 161 measurements found

	Meas. ID	RX Oper. ID	RX HW ID	TX Oper. ID	TX HW ID	Date/Time * = estimated	Meas. Dist. (feet)	Oper. Pipe Length (ft)	Eval. Pipe Length (ft)	Meas. Status	Pipe Status	Link Assess	GPS Assess	Notes	Rx Lat/Lon	Tx Lat/Lon
	176	1	432	1	433	8/24/2016 10:59:43 AM	79	150	178	Valid	Good	8 GOOD	8 GOOD	☒	Lat: 41.188893 Lon: -95.951064 ID: 86	Lat: 41.169724 Lon: -95.950419 ID: 55
	175	1	432	1	433	8/24/2016 10:56:11 AM	80	150	218	Valid	Good	7 GOOD	8 GOOD	☐	Lat: 41.16974 Lon: -95.95046 ID:	Lat: 41.17022 Lon: -95.94999 ID:
	174	1	432	1	433	8/24/2016 10:52:44 AM	80	150	207	Valid	Good	7 GOOD	8 GOOD	☐	Lat: 41.169726 Lon: -95.949665 ID:	Lat: 41.17024 Lon: -95.949983 ID:
	173	1	432	1	433	8/24/2016 10:49:01 AM	79	250	244	Valid	Good	8 GOOD	8 GOOD	☐	Lat: 41.170103 Lon: -95.949996 ID:	Lat: 41.170435 Lon: -95.950806 ID:

SL-DOG Online User Portal

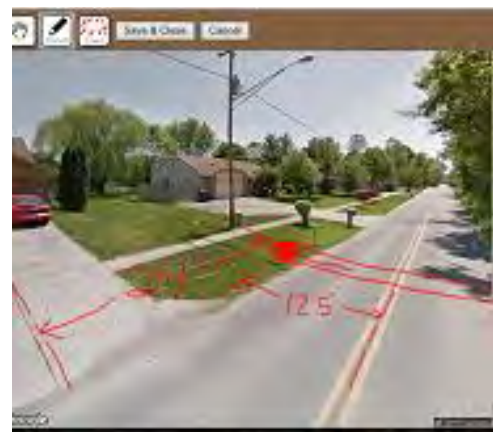




Example GIS System Map



Link Report, JPG and Video Files



Draw on pictures; edit capabilities

To illustrate actual location, asset

Notes, etc.

Other features include unlimited users for your map, permission control, data storage, add/remove/edit capabilities and more.

CCTV Analyze

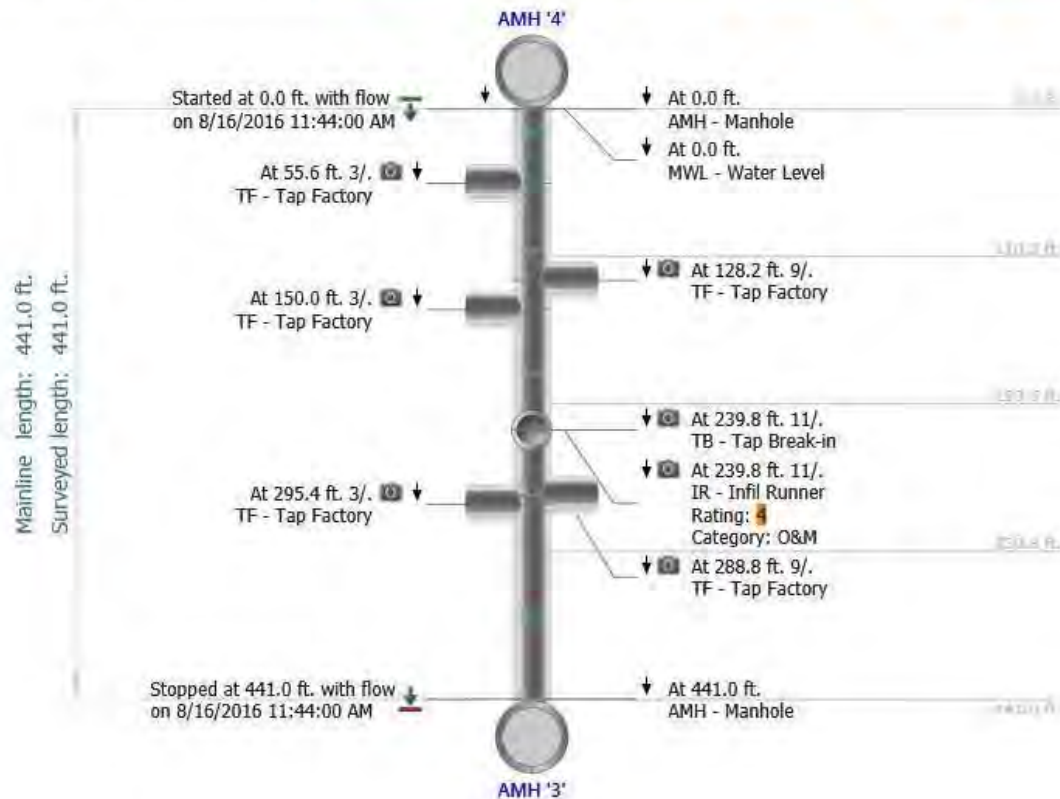
Main Inspections Pipe Run and Scoring

Project name: **Rushmore MN 8-17-16** Mainline ID: **4 A** City: **CITY OF RUSHMORE, MN** Street: **LUDLOW AVENUE**
 Start date/time: **8/16/2016 11:44 AM** Direction: **D** Weather: Location code:
 Shape: **C** Material: **VCP** Height: **8 in.** Width:

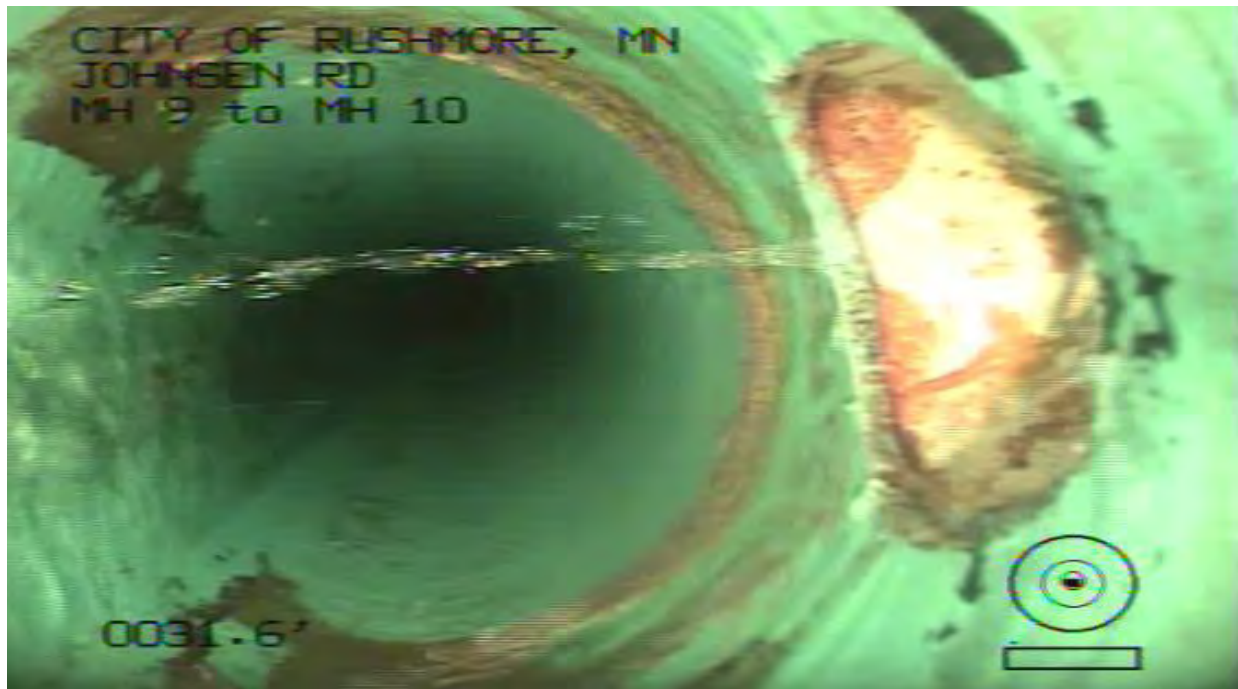
Scores

Calculated at: 9/2/2016 10:14:46 AM

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	4	4100	4.00	4	4.00
2	0				0					
3	0				0					
4	0				4					
5	0				0					



CCTV PACP pipe inspection and evaluation detail report



Sample Pictures



Sample Pictures

References:

Tony Conn
Collection Systems & Pumping Supervisor
City of Naperville
1200 W. Ogden Ave
Naperville, IL 60563

connt@naperville.il.us
Office: 630-305-5537

Project Description: Working on 3rd year of manhole inspections using Panoramio 360 SI camera. First two phases consisted of scanning manhole structures in the busy downtown Naperville area. We successfully worked with Naperville to set up traffic control, quickly scan structures with limited to no interruption to traffic.

Ray Schwab
Civil Engineer
Village of Lombard
255 E. Wilson Ave
Lombard, IL 60148

schwabr@villageoflombard.org
Office: 630-620-5979

Project Description: Working on 2nd year of manhole inspections using Panoramio 360 SI camera. The first phase primarily consisted of manholes located in back yards (up to 280' off of the road access) and in hard to reach areas. We successfully scanned over 90% of these structures using the Panoramio camera. We are currently undergoing a SL-RAT program as well in Lombard.

Ziad Kary, PE
Project Manager
Environmental Partners Group
1900 Crown Colony Drive, Suite 402
Quincy, MA 02169

zfk@envpartners.com
Office: 617-657-0283

CLIENT: Town of Plymouth, Mass.

Project Description: Working on 2nd year of manhole inspections using Panoramio 360 SI camera. The first phase primarily consisted of manholes located in the busy downtown and coastal areas.



John Pavlis

jpavlis@crystallake.org

Collection Systems & Pumping Supervisor City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Office: 815-459-2020 Cell: 815-701-7116

Project Description: Working on 1st phase of inspections using SL-RAT and was able to successfully identify numerous defects in the pipe system including broken and missing pipe, grease and root growth causing blockages. Inspection for 2016 is over to allow for further cleaning, televising and rehabilitation of the problem areas identified with the SL-RAT.

Rollie Timm

wtfroperations@tds.net

Operations Superintendent
Town of Waterford San.
District 415 N. Milwaukee Street
Waterford, WI 53185

Project Description: New customer for 2016. Rollie's goal is to perform a cursory review of his entire collections system to start a program for televising, cleaning and rehabilitation.

John Higginbotham

John.higginbotham@cwlp.com

Sewer Engineer
City of Springfield
222 North 17th Street
Springfield, IL 62702

Office: 217-789-2260

Project Description: John has a multi-year SL-RAT program. Has inspected over 880,000 feet. Which has resulted in finding several hundred buried manholes, structural failing pipe, infiltration sources, roots, grease and debris. Program started in 2014 and has continued to be a success. This has significantly helped the City of Springfield meet State, Federal and Local requirements for inspection of sanitary sewers.

Other Projects of Note

Lansing, IL – undergoing 2nd year of manhole inspections as well as 1st year of SL-RAT

Knoxville, TN – completed manhole inspections in mountainous and back yard areas. Completed inspections previously abandoned by other contractor

South Palos Sanitary District, Palos Park, IL – completed entire system survey with many structures located in back yards

Itasca, IL – just completed 1st year of 10 year consecutive manhole inspection project using Panoramio 360 SI camera

Proposed Project Schedule & Personnel Tree:

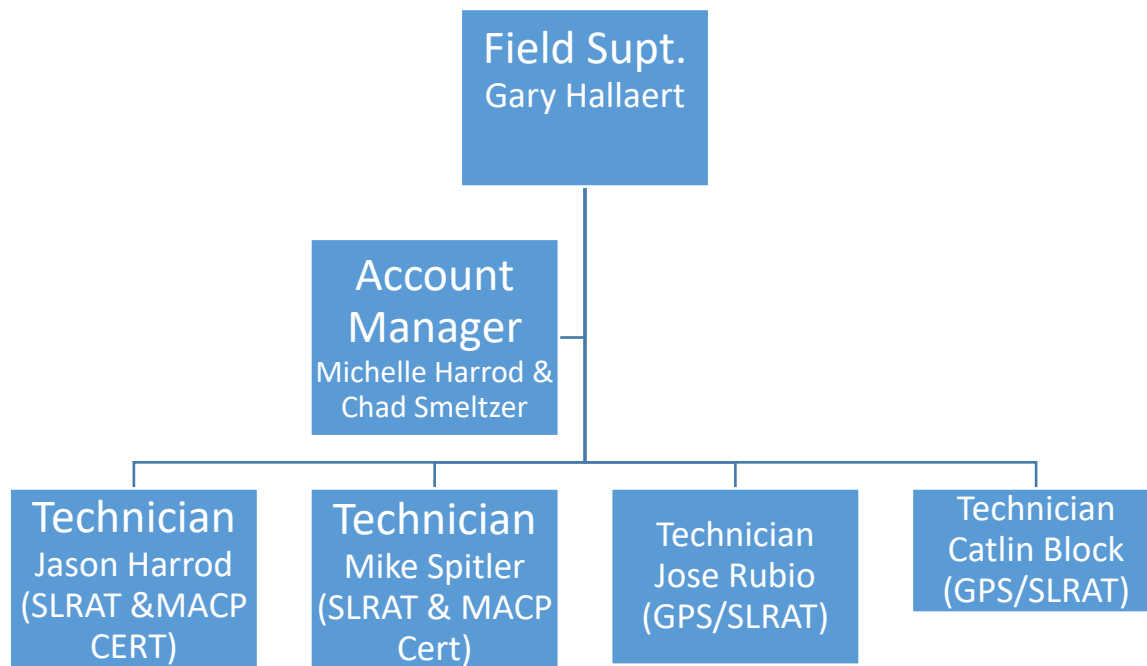
Schedule:

We offer the following schedule for each task required on proposed consulting services agreement:

- **Project Start Date:** To be determined
- **Hold Kick-Off Meeting:** To be determined
- **Field Work:** 3-4 weeks after kick off meeting
- **Deliverables:** 2 weeks after completion of field work

Personnel Tree:

The chart below outlines the **Project Team** to be used during the project. Two-person project teams will be used at all times in the field and a project manager and account manager will be assigned to you. This is the tentative Project Team proposed for this project.



OVER 40 YEARS EXPERIENCE IN SEWERS



Safety Procedures

We take safety very seriously. We feel it is a reflection of our commitment to our employees, a reflection of your selection in a service provider and the right thing to do for the general public. As a result, we will adhere to the following protocols:

- Utilize vehicles with emergency lighting at all times
- Use traffic safety cones around manholes
- Use arrow boards or flaggers when needed (at additional cost to be determined in collaboration with Utility)
- Train personnel in confined space entry & self-rescue, work place first aid and traffic control including documentation of all required confined space entries.
- Require a minimum of a two-person crew at all times for safety assurance
- Wear proper PPE (personal protection equipment) including a class III reflective safety vest for all work.
- Perform safety audits of our crews, perform monthly safety training meetings and regular review of safety practices
- Adhere to Utility's specific safety requirements (to be determined) including wearing proper identification badges

Proposed Project Fee:

Midwest Water Group offers the following unit pricing for the following services:

- SL – RAT inspections \$0.25/LF 50,000 ft. min
- Manhole Inspections, MACP Level 2,
Condition Assessment with SL-RAT to include: \$60/MH
Manhole Repair Recommendations, Specification
Assistance, Contractor Pre-Bid Meeting

Algonquin Basin #	Manholes Per Basin	Sewer Line Footage	Manhole Inspection Cost \$60 Per Manhole	Sewer Line Acoustic Inspections Cost .25 per foot	Total Cost Per Basin
A	303	59,571	\$18,180.00	\$14,892.75	\$33,072.75
B	145	26,657	\$8,700.00	\$6,664.25	\$15,364.25
C	84	16,289	\$5,040.00	\$4,072.25	\$9,112.25
D	25	4,817	\$1,500.00	\$1,204.25	\$2,704.25
E	56	12,447	\$3,360.00	\$3,111.75	\$6,471.75
F	13	2,756	\$780.00	\$689.00	\$1,469.00
G	217	46,322	\$13,020.00	\$11,580.50	\$24,600.50
H	28	9,141	\$1,680.00	\$2,285.25	\$3,965.19
I	204	42,518	\$12,240.00	\$10,629.50	\$22,869.50
J	75	14,132	\$4,500.00	\$3,533.00	\$8,033.00
K	105	14,755	\$6,300.00	\$3,688.75	\$9,988.75
L	478	80,881	\$28,680.00	\$20,220.25	\$48,900.25
M	183	31,484	\$10,980.00	\$7,871.00	\$18,851.00
N	103	22,415	\$6,180.00	\$5,603.75	\$11,783.75
O	80	17,906	\$4,800.00	\$4,476.50	\$9,276.50
P	33	8,023	\$1,980.00	\$2,005.75	\$3,985.75
Q	176	27,726	\$10,560.00	\$6,931.50	\$17,491.50
R	289	47,786	\$17,340.00	\$11,946.50	\$29,286.50
S	153	23,651	\$9,180.00	\$5,912.75	\$15,092.75
T	217	41,752	\$13,020.00	\$10,438.00	\$23,458.00
U	348	66,715	\$20,880.00	\$16,678.75	\$37,558.75
V	189	32,592	\$11,340.00	\$8,148.00	\$19,488.00
W	343	71,197	\$20,580.00	\$17,799.25	\$38,379.25
TOTALS	3847	721,533	\$230,820.00	\$180,383.19	\$411,203.19



Work will be billed monthly on a unit price and percent complete (as appropriate) basis with an estimated total fee not to exceed _____ without written approval from Utility.

Insurance:

Midwest Water Group maintains a GL and WC policy with \$2,000,000 aggregate. A current Certificate of Insurance can be provided upon request.

ACCEPTANCE OF PROPOSAL

To commence within 30 days of awarding this contract, or upon an agreed start date.

Signed,

Signed,

PRINT _____

Authorized Agent of Utility

Michelle Harrod

President, Midwest Water Group, Inc.

(A Woman Owned Business Enterprise)

SANITARY SEWER EVALUATION PROGRAM

SL- RAT ACOUSTIC MONITORING AND MANHOLE SCANNING



VILLAGE OF ALGONQUIN

3 YEAR IMPLEMENTATION PLAN

COMMITTEE OF THE WHOLE MEETING

FEBRUARY 14TH 2017

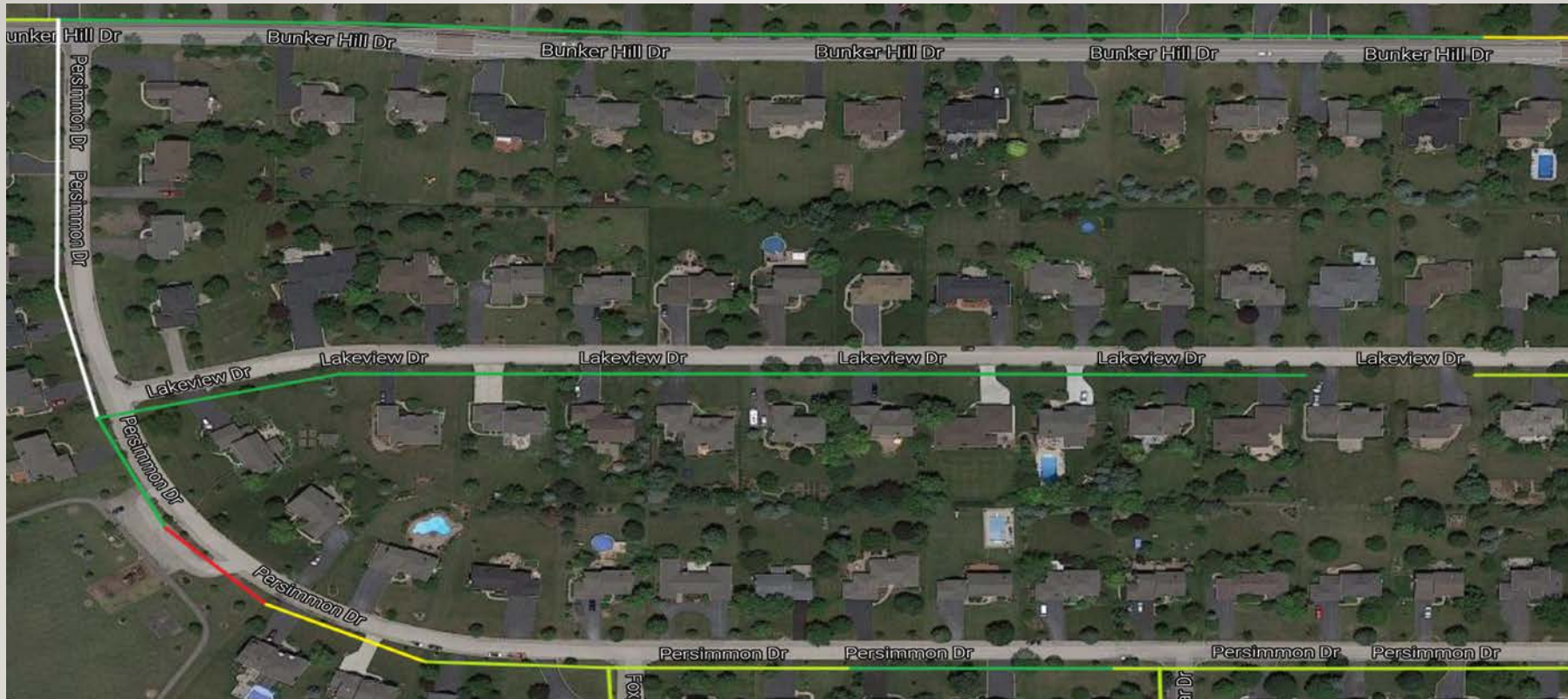
SL-RAT

SEWER LINE - RAPID ASSESSMENT TOOL



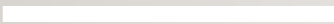
- The SL-Rat is a portable onsite assessment tool that provides a sewer line blockage in minutes.
- Consists of two (2) components, a transmitter and a receiver.

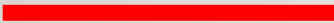
DELIVERABLES FROM THE SL-RAT ACOUSTIC MONITORING



SL-RAT RATING SCALE

0 BEING BLOCKED TO 10 BEING WIDE OPEN

• 0 

• 1 

• 2 

• 3 

• 4 

• 5 

• 6 

• 7 

• 8 

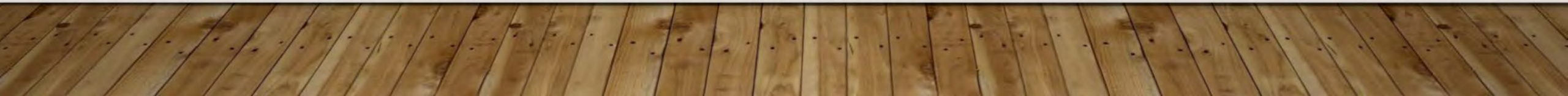
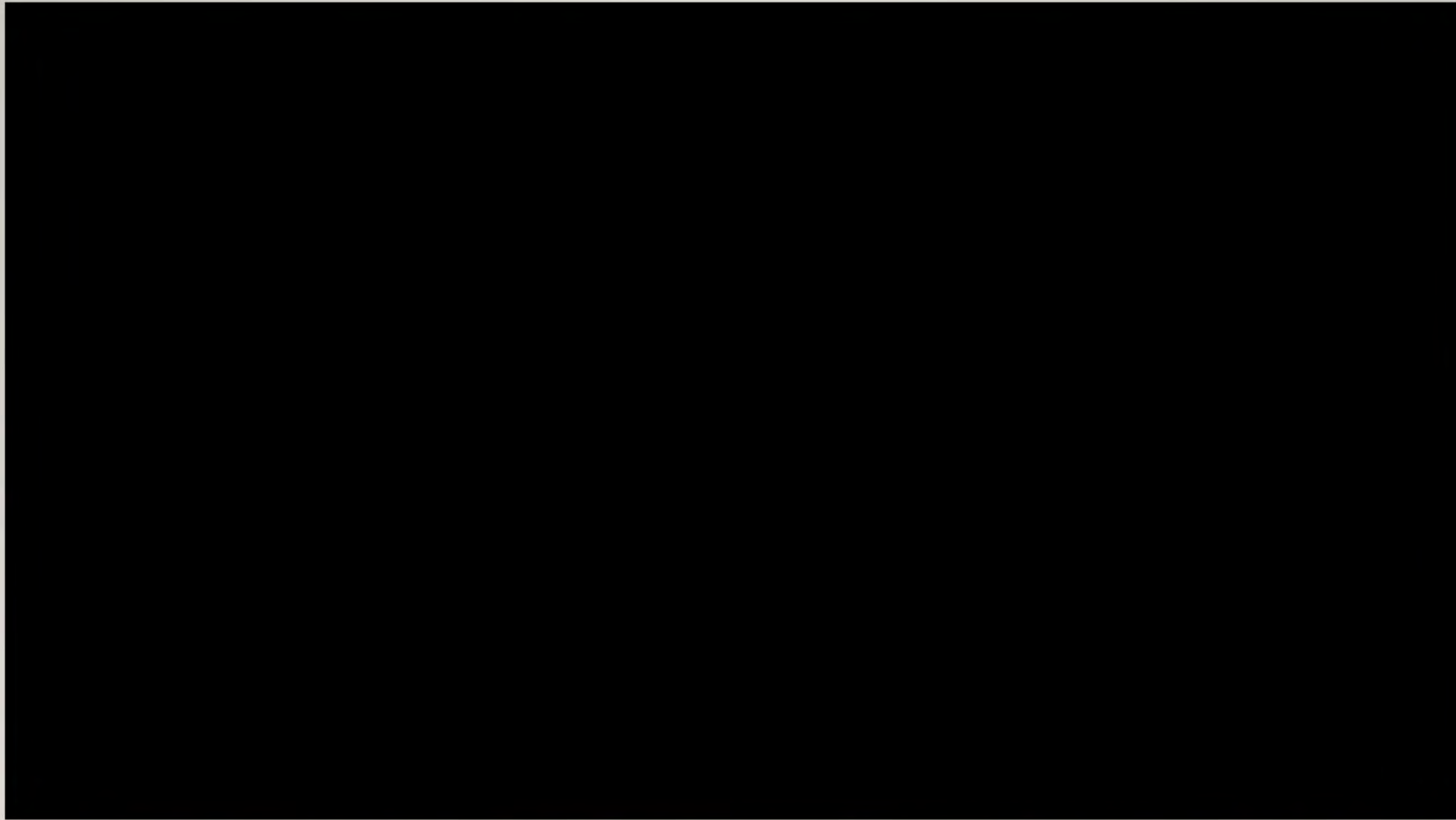
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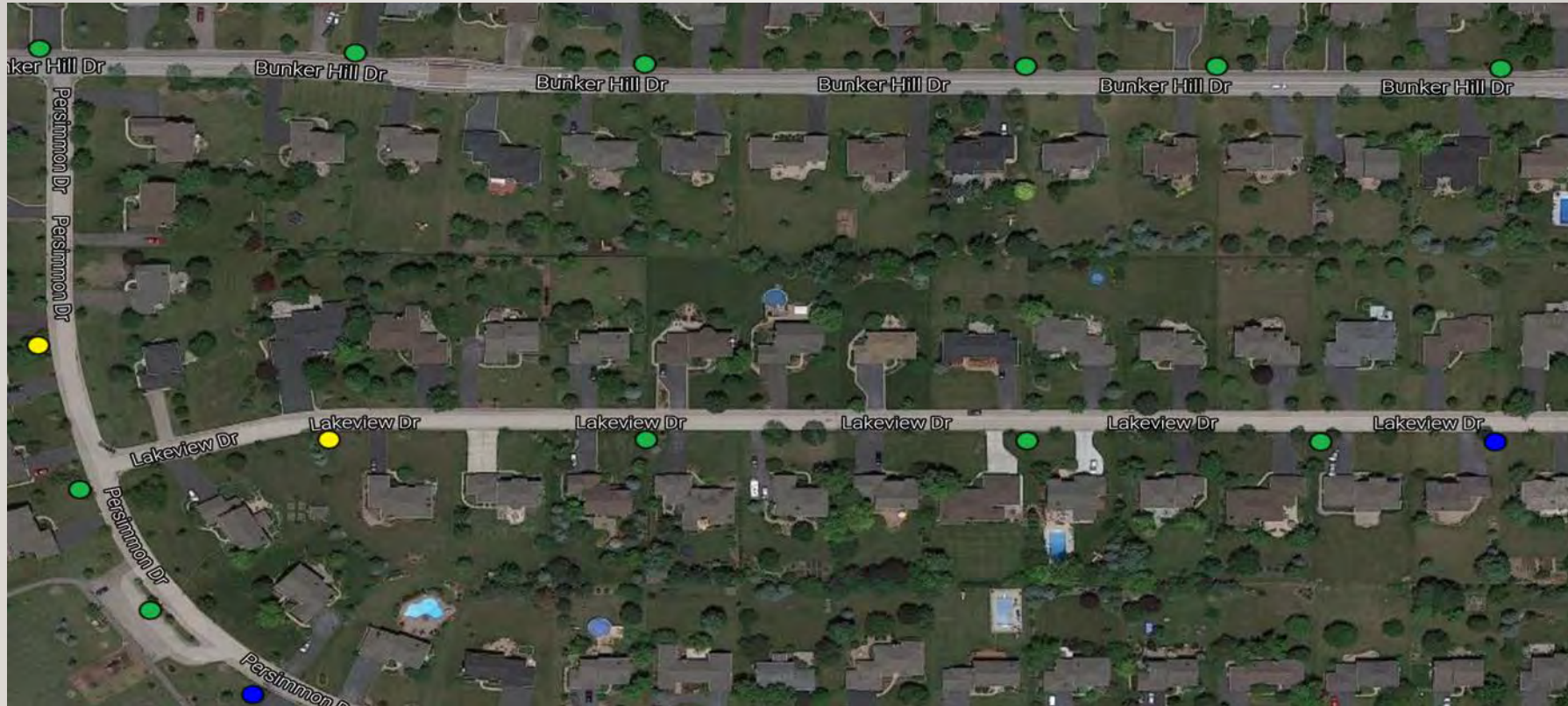
RAPID VIEW PANORAMO SI MANHOLE SCANNING

- Uses two high-resolution digital cameras with specially designed distortion-free wide-angle lenses, which optically scan the entire interior of the manhole in a few seconds in one single vertical run.
- The image data is immediately available as a live picture.





DELIVERABLES FROM THE RAPID VIEW PANORAMA SI CAMERA



MANHOLE INSPECTION RATING

| BEING IN GOOD CONDITION AND 5 BEING BAD CONDITION

 Not Inspected

 1

 2

 3

 4

 5

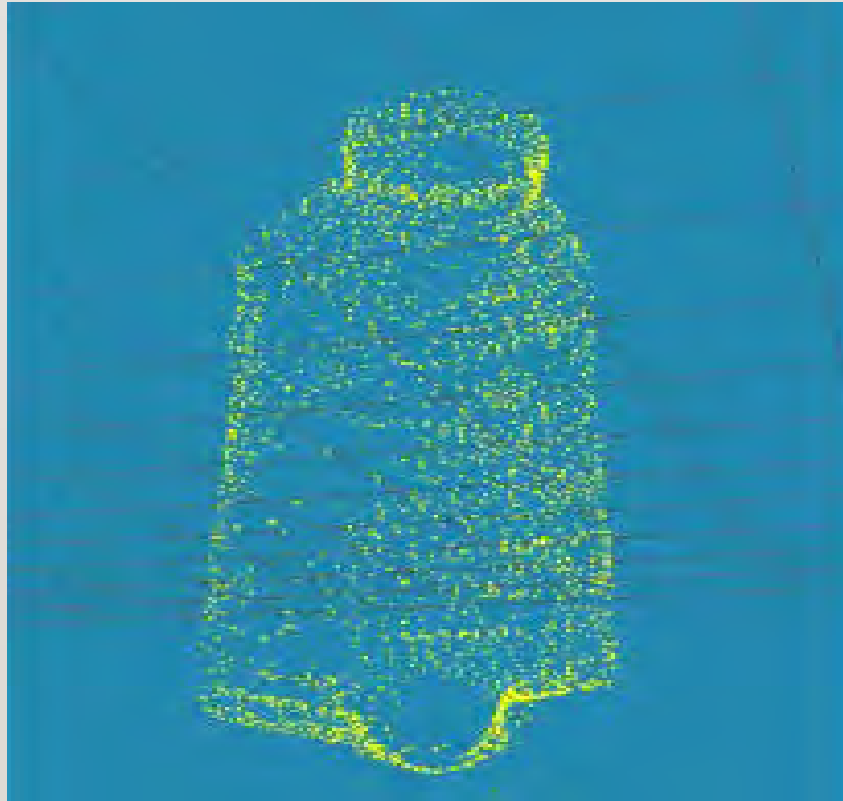
360 PERSPECTIVE DELIVERABLE



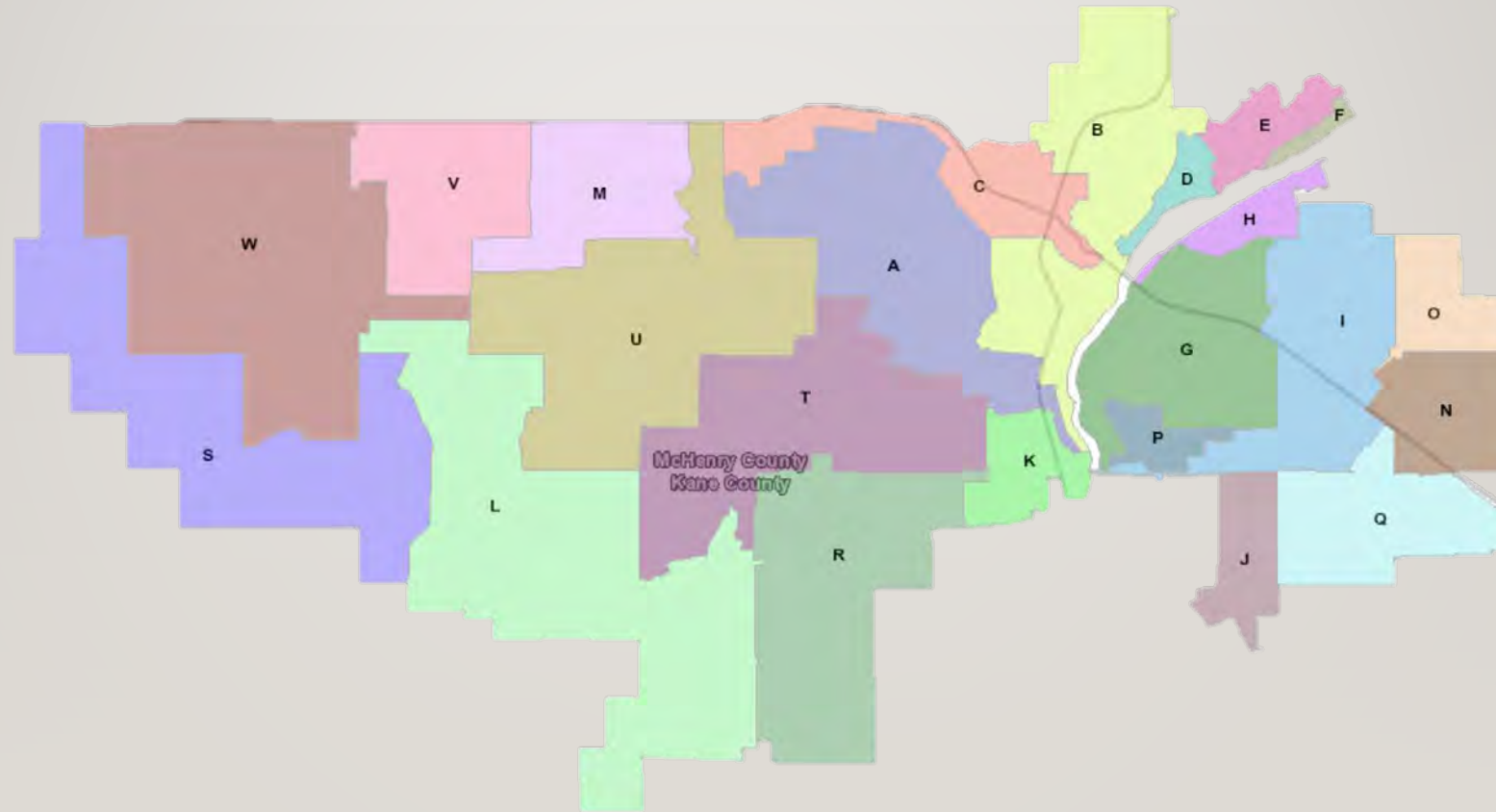
UNFOLDED VIEW DELIVERABLE



GEOMETRIC VIEW DELIVERABLE



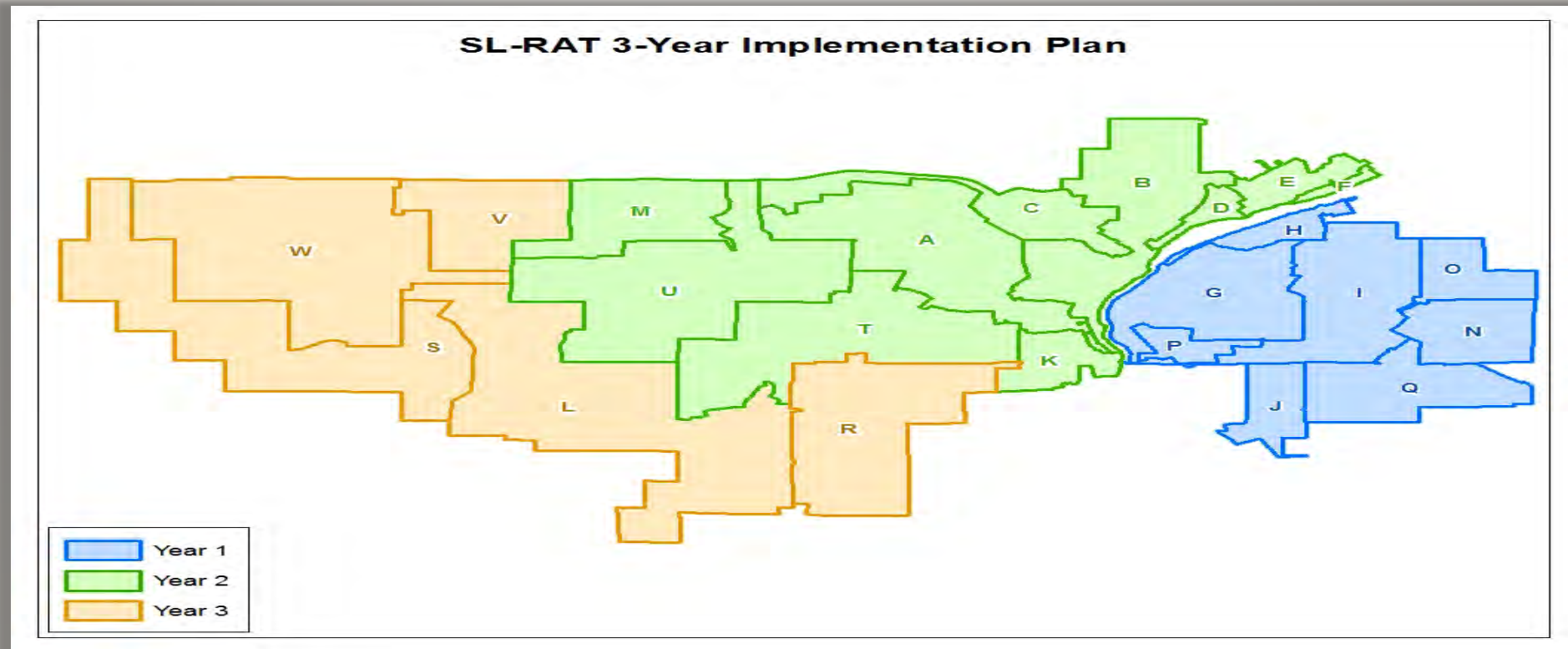
THERE ARE 23 SANITARY SEWER BASINS IN THE VILLAGE OF ALGONQUIN COLLECTION SYSTEM



3847 SANITARY MANHOLES ARE IN THE
COLLECTION SYSTEM THROUGHOUT THE VILLAGE

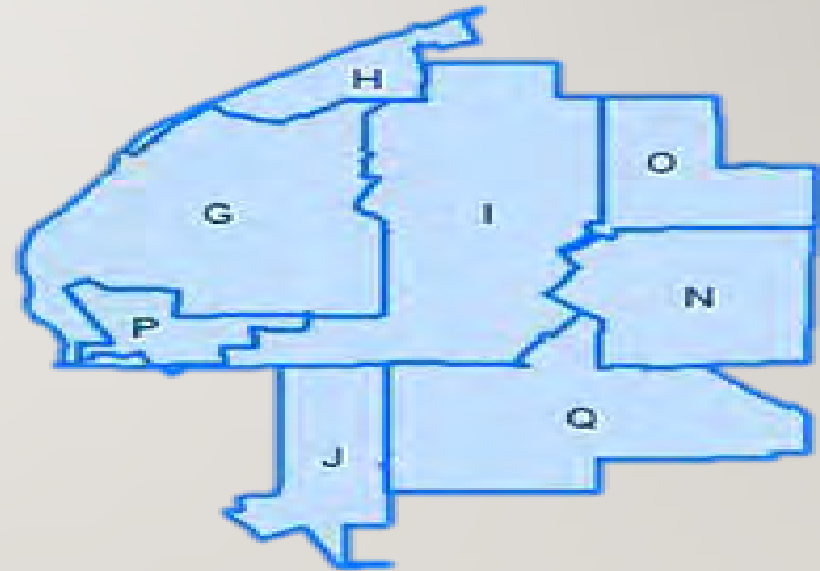


3 YEAR IMPLEMENTATION PLAN



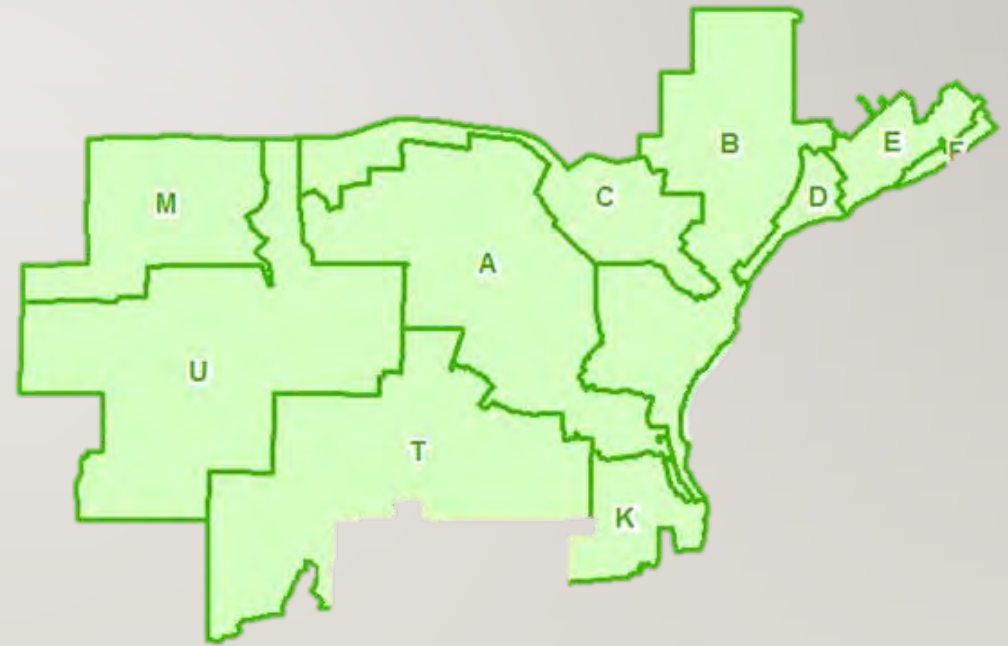
THE **FIRST YEAR** WILL COVER 8 SANITARY BASINS

- **1st Year** Includes :
 - Basins – G,H,I,J,N,O,P,Q
 - 916 Manholes
 - 188,184.87 FT/35.64 Miles of Pipe
 - Total Price for Fiscal Year 2016 - 2017
 - \$102,005.69



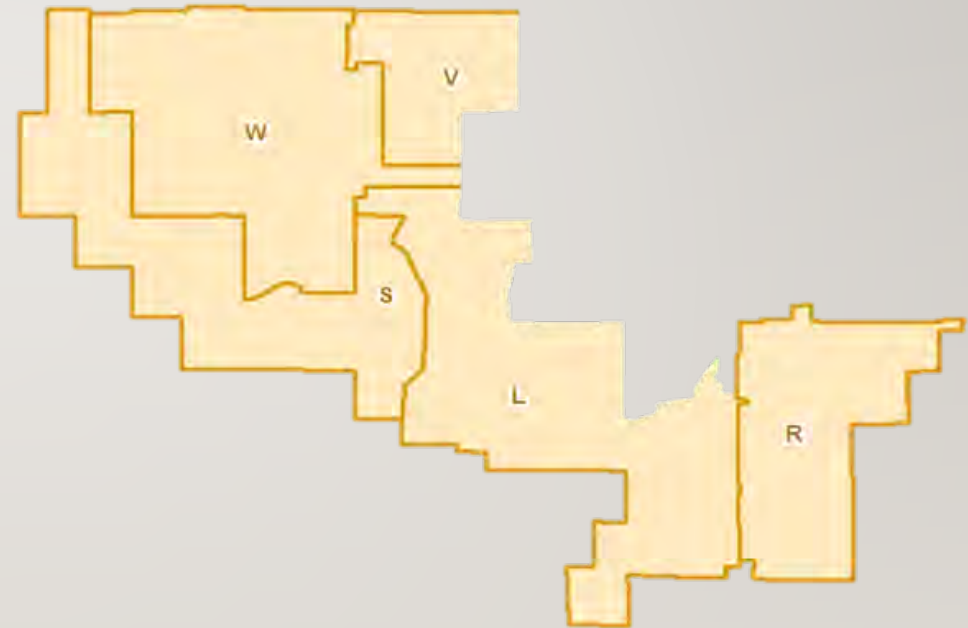
THE **SECOND YEAR** WILL COVER 10 SANITARY BASINS

- **2nd Year** Includes:
 - Basins – A,B,C,D,E,F,K,M,T,U
 - 1479 Manholes
 - 289,222.37 FT/54.78 Miles of Pipe
 - Total Price for Fiscal Year 2017 - 2018
 - \$ 158,050.75



THE **THIRD YEAR** WILL COVER THE REMAINING 5 SANITARY BASINS

- **3rd Year** Includes:
 - Basins – L,R,S,V,W
 - 1452 Manholes
 - 281,245.94 FT/53.26 Miles of Pipe
 - Total Price for Fiscal Year 2018 - 2019
 - \$ 151,146.75



QUESTIONS????

AUTHORED BY: ED BROWN AND NICK KORDECKI



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: February 8, 2017

TO: Tim Schloneger, Village Manager

FROM: Andrew Warmus, Utilities Superintendent

SUBJECT: *USIC Locating Services, LLC – Contract for Utility Locating Services*

RE: Robert Mitchard, Public Works Director

For many years now, the Village of Algonquin has been one of over 1,900 members belonging to JULIE, Inc. or the Joint Utility Locating Information for Excavators system. Also known as the “Illinois One-Call System”, JULIE, Inc. is a non-for-profit organization that serves as a message handling notification center for underground facility owners, to take information about planned excavations and distribute that information to its members. JULIE, Inc. is strictly a communication link and does not own underground facilities, nor perform the locating and marking of underground utility facilities.

The responsibility for performance of locates and marking underground lines has historically fallen upon the Utilities Division. While several members of this team are skilled in the performance of said locating duties, we currently have one primary person, whose is dedicated on a daily basis to responding to these notifications. Time of year can vary the number of JULIE tickets received and the resulting workload, but a three-year average places the number of JULIE tickets that we respond to at 6,000. In consideration of employee salary, benefits, fuel, marking flags and paint, we estimate an annual expense of approximately \$140,000.00

Understanding there are opportunities for reducing cost and seeing better utilization of available staff, we pursued a proposal from USIC of Illinois to outsource the locating and marking duties. USIC of Illinois was awarded several contracts for locating and marking of underground facilities, named as the low bid through MPI or Municipal Partnership Initiative, suggesting a logic contractor in which to pursue.

Attached please find a Service Agreement for locating and marking underground facilities, the result of working with USIC of Illinois. The advantages of moving to outsourcing this work are:

1. Cost savings of approximately \$25,000.00, including after hour calls and elimination of staff overtime.
2. Opportunity cost savings as outsourcing this responsibility enables the person dedicated to this duty to be free to take on other assignments.
3. Reduced liability

It is the desire of the Utilities Division to execute the Service Agreement for an April 3, 2017 start date. Once again, based upon a three-year average number of tickets received for the month of April, we estimate an expense of \$15,000.00 could be incurred in the present fiscal year, an amount which can be absorbed within the existing Professional Services line account. This amount is calculated at receiving approximately 850 tickets at a per ticket price of \$16.75.

Therefore, it is the recommendation of staff to waive a bidding requirement and accept the terms and conditions of a Service Agreement for Locating and Marking Underground Facilities with USIC of Illinois of Indianapolis, IN in the amount of \$15,000.00, to forward to the Village Board for final approval.

We are welcoming of any comments and questions.

UNDERGROUND FACILITIES LOCATING AND MARKING
SERVICE AGREEMENT

THIS CONTRACT is entered into as of February 9, 2017, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and Village of Algonquin (**Customer**).

BACKGROUND

- A. Customer owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (**Contract Service Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

AGREEMENT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
 - 1.1 **After Hours Call Out** means locate requests made on USIC-observed holidays (Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable state one-call's regular business hours.
 - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.

- 1.3 **At Fault Damages** means Damage to Customer's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where USIC did not perform the Locate with Reasonable Accuracy.
- 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- 1.5 **Customer's Facilities** means any Underground Facilities owned by Customer.
- 1.6 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.7 **Excavator** means any person or entity which engages directly in excavation.
- 1.8 **High Profile Facilities** means fiber cable, 900 pair or greater, switchgear cable, and 6" main or greater.
- 1.9 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.10 **Locatable Facilities** means Customer's Facilities that can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.11 **Locate** means the completed process of having provided Locate Services at an excavation site.

- 1.12 **Locate Service** means the process of determining the presence or absence of Customer's Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of Customer's Facilities within Reasonable Accuracy limits as required.
- 1.13 **Low Profile Facilities** means any of Customer's Facilities that are not High Profile Facilities.
- 1.14 **Marking** means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of Underground Facilities accurately.
- 1.15 **Paintable Locate** means that Customer has buried facilities within the area of the locate request or scope of the ticket.
- 1.16 **Project Locate** means a Locate that requires USIC to spend more than thirty (30) minutes at the excavation site.
- 1.17 **Reasonable Accuracy** means the placement of appropriate Markings within eighteen (18) inches of the outside dimensions of both sides of an Underground Facility.
- 1.18 **Restoration Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from At Fault Damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by Customer to repair the Damage to Customer's Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities), costs arising out of collection actions, whether incurred by the Customer or collection agencies.
- 1.19 **Services** mean the services to be provided by USIC under this Agreement.

- 1.20 **Site Visit** means to visit the site of the locate request, but there are no Locatable Facilities to be marked.
- 1.21 **Site Surveillance** means to watch over and protect Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.
- 1.22 **Ticket** means the document generated at the one-call center and transmitted to USIC, containing each locate request which USIC is contractually obligated to mark.
- 1.23 **Third Party Claims** means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from USIC's work, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) Interruption of Service.
- 1.24 **Underground Facilities** means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 1.25 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records or facility prints, drawings or maps provided by Customer or from a Visual Examination.
- 1.26 **Unlocatable Facilities** means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be field marked with Reasonable Accuracy using standard procedures employed by USIC.

- 1.27 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection rather than from Customer's maps and records.

2. Responsibilities of USIC.

- 2.1 USIC shall furnish all labor, materials and equipment necessary to perform Locate Services for Customer within the Contract Service Area except for the maps and records to be provided by Customer under Section 3.1. USIC will receive Ticket transmittals directly from the one-call center for the Contract Service Area at no additional cost to Customer.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are Locatable Facilities present at the excavation site, it will indicate the presence of those facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints. Customer also agrees that, notwithstanding anything to the contrary contained in this Agreement, USIC will not be liable for any damages that occur because of incorrect prints.
- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for

determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.

- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written request or at the termination of this Agreement. Unless such maps and records were previously known to USIC free of any obligation to keep them confidential, are given to USIC by a third party not obligated to keep them confidential, or become public without any act or omission of USIC, USIC agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement except upon such terms as may be agreed upon by Customer or as required by law. This obligation of confidentiality shall survive the termination of this Agreement.
- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.
- 2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.
- 2.10 USIC shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. USIC shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

3. Responsibilities of Customer.

- 3.1 Customer agrees to provide USIC with the necessary maps and records to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, prints up to date with accurate information. USIC bears no liability for Customer's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.
- 3.2 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit B. USIC shall bill for all tickets received from the State One Call, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.

4. Term, Termination and Exclusive Nature of Agreement

- 4.1 This Agreement shall be effective as of 4/1/2017, and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to section 4.3.
- 4.2 Customer shall use USIC as its exclusive provider of Locate Services within the Contract Service Area.
- 4.3 Either party to this Agreement can terminate this Agreement upon thirty (30 Days) days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by USIC prior to the effective date of termination.

5. Investigations of Damage to Customer's Facilities

- 5.1 Should either party to this Agreement become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate with respect to the Customer's Facilities, the party learning of the

Damage to Customer's Facilities shall promptly notify the other party. This notification may be made orally. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.

5.2 USIC will investigate incidents of Damage to Customer's Facilities and provide a written report of its findings to Customer upon request. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes At Fault Damages. Customer shall have sixty (60) days after receipt of USIC's written report to contest USIC's conclusion. Unless Customer notifies USIC in writing within such period that it disputes USIC's conclusion as to At Fault Damages, USIC's conclusion with regard to that issue shall be deemed binding with respect to this Agreement. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot such dispute will be resolved in accordance with section 11.1.

5.3 Customer agrees that should it fail to notify USIC as provided in section 5.1 of any Damage to Customer's Facilities within seventy-two (72) hours after Customer receives notice of the damage and USIC is otherwise unaware of the damage within that period, then USIC shall not be liable to Customer for Restoration Costs arising from that Damage to Customers' Facilities.

6. Limitation of Liability and Indemnification of Customer by USIC

6.1 USIC will be responsible for paying Customer's Restoration Costs only if:

- a) USIC receives a request to provide Locate Services with respect to Customer's Facilities, and
- b) the Damage to Customer's Facilities constitutes an At Fault Damage.

Restoration costs payable by USIC shall at no time collectively exceed \$10,000.00 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. USIC shall

indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (Customer Indemnities) from and against any and all USIC shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (Customer Indemnities) from and against any and all claims by parties not a Party to this Agreement to the extent the same arise from USIC's negligent acts or omissions or willful misconduct; provided, however, USIC shall not indemnify Customer Indemnities for claims by parties not a Party to this Agreement arising from damages to Unidentifiable Facilities or Unlocatable Facilities or for claims by parties not a Party to this Agreement that arise from the negligence or willful misconduct of Customer, its agents or employees.

7. Indemnification of USIC by Customer

- 7.1 Customer shall indemnify and hold harmless USIC, its agents, employees, officers, directors and shareholders (**USIC Indemnities**) from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

- 8.1 USIC may adjust the prices for Locate Services set forth on Exhibit B upon sixty (60) days' notice to Customer, provided that USIC provides Customer evidence that such price increase results from either (a) an increase in USIC costs for providing the Services that exceeds the average rate of inflation for the period since USIC's most recent price increase; (b) a material change in the one-call statute effective within the Contract Service Area; or (c) a change in the mix of the number or types of Locates on which the pricing set forth in Exhibit A was based. Unless Customer contests, in writing within the sixty (60) day notice period, the evidence provided by USIC the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. At the

beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit B shall be increased by 3.00%.

- 8.2 USIC may on a semiannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on “U.S. Regular Conventional Retail Gas Prices” from the US Department of Energy site: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_history.html. The average fuel price over the previous 6-months will be reviewed every Contract Year on January 1st and July 1st and pricing will be adjusted when applicable based the average fuel price as outlined in the chart below. There will be no adjustment in fees as long as the average fuel price is at or below \$3.99. For example, if the average fuel price for the previous 6-months is \$4.00 - \$4.49 on July 1, fees will be increased by 1.50% for the next 6-month period through December 31st. If the reviewed average 6-month fuel price (on January 1st or July 1st) drops below \$4.00, the increases will cease to be in effect.

6-month Average Fuel Price per Gallon	Rate Increase
	1.50%
\$4.00 - \$4.49	
\$4.50 - \$4.99	Additional 1.00%
\$5.00 - \$5.49	Additional 1.00%
\$5.50 +	Additional 1.00%

9. Equal Employment

- 9.1 USIC acknowledges that it is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law (“Protected Classifications”).

10. Insurance

10.1 USIC provides the following insurance coverage:

<u>INSURANCE COVERAGE:</u>	<u>LIMITS:</u>
Worker's Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability	
including Contractual Liability	\$1,000,000 Each Occurrence
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate
	(Each occurrence)
Personal Injury	\$1,000,000 Each Occurrence
Products & Completed Operations	\$2,000,000 Each Occurrence
Automobile Liability	
BI & PD Combined	\$1,000,000 Each Occurrence

10.2 USIC agrees to maintain on file with the Customer copies of its current insurance certificate(s) and additional insured endorsements naming the Customer as an additional insured on each of the above policies. USIC shall also provide the Customer with thirty (30) days written notice of modification or cancellation of any of the above policies.

11. Dispute Resolution

11.1 The parties shall attempt in good faith to resolve all disputes (**Controversy**) promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have previously been involved in the Controversy shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem

necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to senior executives, or if no meeting of senior executives has taken place within fifteen days after such referral and if the Controversy is over the amount of Restoration Costs owed by USIC to Customer, the parties shall simply split the difference between their respective positions. If more than two Controversies within a given contract year result in a split of the difference under the preceding sentence or if a Controversy involves more than simply a dispute about Restoration Costs, the parties hereto reserve to themselves the right to litigate any such disputes in an appropriate forum. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three working days' notice of such intention and may also be accompanied by an attorney. To the extent permitted by law, all negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State rules of evidence.

12. Miscellaneous

- 12.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.
- 12.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Agreement" shall include any such future amendments or modifications.

12.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.

12.4 Customer agrees that during the Term of this Agreement and for a period of six (6) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Village of Algonquin

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

Darin Stalbaum
(Please print)

Title: _____

Title: Vice President

Date 2/9/2017

Village of Algonquin
ATTN: Andy Warmus
110 Meyer Drive
Algonquin, IL 60102

Exhibit A

USIC Locating Services, LLC shall provide, Water, Streetlight, Sanitary & Storm Sewer locating services in the State of IL.

Exhibit B

USIC Locating Services, LLC will charge for services rendered hereunder:

\$ 16.75	Per Ticket Received from the One Call
\$ 35.00	Per After Hour Call Out Ticket
\$ 12.00	Project Price Per Quarter Hour for Tickets that Exceed 30 Minutes
\$ 12.00	Per Quarter Hour for Watchdogs or Site Surveillance Work

Mail Invoices To: Village of Algonquin
ATTN: Andy Warmus
110 Meyer Drive
Algonquin, IL 60102
Phone: 847-658-2754
Email: andywarmus@algonquin.org

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer within thirty (30) days of invoice date.