

AGENDA  
COMMITTEE OF THE WHOLE  
February 15, 2022  
2200 Harnish Drive  
Village Board Room  
7:45 P.M.

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

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chair prior to roll call.)*
3. **Community Development**
4. **General Administration**
  - A. Review Proposed Enterprise and Special Fund Budgets for 2022/2023
    1. Water and Sewer Operating Fund
    2. Swimming Pool Fund
    3. Cemetery Fund
    4. Building Maintenance Service Fund
    5. Vehicle Maintenance Service Fund
  - B. Consider the 2022 Algonquin Summer Concerts
  - C. Consider an Affiliate Agreement AAYO
  - D. Consider an Affiliate Agreement with ALITHSA
  - E. Consider an Affiliate Agreement with the Trails Swim Team
  - F. Consider a Vendor Agreement for LIHWAP - Low Income Household Water Assistance Program
4. **Public Works & Safety**
5. **Executive Session** (If needed)
6. **Other Business**
8. **Adjournment**



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

DATE: February 7, 2022

TO: Committee of the Whole

FROM: Tim Schloneger, Village Manager

SUBJECT: *Proposed Budget – 2022/2023 - Water and Sewer Operating Fund*

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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 2022/2023 Water and Sewer Operating Fund budget is proposed estimated expenditures of \$12,796,000, which includes \$2,270,100 in loan/debt service payments and a \$3,489,900 transfer to the Water and Sewer Capital Fund.

**ANTICIPATED REVENUE - WATER AND SEWER OPERATING FUND – (\$12,796,000)**

Approximately \$12,530,000 is expected to be generated from water, sewer and fixed fees. This source alone accounts for 98% 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 – (\$12,796,000)**

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

**PERSONNEL - (Water \$1,740,000 - Sewer \$1,568,000)**

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 \$931,200 - Sewer \$999,200)**

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 \$258,200 – Sewer \$332,100)

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 \$38,000 – Sewer \$38,000) Both Water and Sewer Divisions share the cost for the lockbox system which receives and processes billing payments.

ACCOUNT 42234, PROFESSIONAL SERVICES – (Water \$389,800 – Sewer \$227,700)

This account includes the costs for services of lab testing, valve maintenance, water system leak audit, outsourcing of utility billing, JULIE utility locating, 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 (\$129,000) and is based on the estimated volume of sludge generated at the sewage treatment plant. Due to new regulations, the landfilling of sludge during winter months is driving the increasing cost of this line item from previous years.

**SUPPLIES AND MATERIALS - (Water \$464,200 - Sewer \$361,800)**

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:

<b><u>Account #</u></b>	<b><u>100% Water Division</u></b>		<b><u>Account #</u></b>	<b><u>100% Sewer Division</u></b>	
43342	Softening Salt	\$17,500	43342	Ferric Chloride	\$75,000
43342	Citric Acid	\$28,500	43342	Polymer for Sludge Thickening	\$40,000
43342	Sodium Hypochlorite	\$104,500			
43342	Orthophosphate	\$45,000			
43342	Fluoride	\$8,500			

<u>Account #</u>	<u>50% Water and 50% Sewer Divisions</u>	
43317	Postage for Water & Sewer Bills and Notices	\$56,800
43348	Meters & Meter Supplies	\$145,000

### **MAINTENANCE - (Water \$508,600 - Sewer \$419,800)**

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>	
44418	Remove & Inspect Well no. 10	\$80,000	44412	Intermediate Pump 403 Impeller Replacement	\$11,500
44418	Remove & Inspect Well no. 11	\$40,000	44412	Intermediate Pump 402 Rebuild	\$20,000
			44412	Chemical Feed Pump Replacement	\$11,000

### **CAPITAL EXPENDITURES - (Water \$0 - Sewer \$0)**

ACCOUNT 45590, CAPITAL PURCHASES - None

### **OTHER CHARGES - (Water \$24,000 - Sewer \$19,200)**

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 a significant contribution to the maintenance and construction of our water and sewer utility assets, pursuant to the water and

sewer rate and fee study. 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 52% water – 48% sewer). There is one active bond issue in the Water and Sewer Operating Fund which will mature in 2025. Loan servicing through the Illinois Environmental Protection Agency will be present in this budget and future budgets until maturity in 2040.

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

# Water and Sewer Operating Fund

# Revenues

			FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2	FY 21/22 Budget	FY 22/23 Budget
07000400	33035	Donations - Operating - W&S	\$ 2,573.40	\$ 8,324.91	\$ 14,126.53	\$ 7,229.29	\$ 2,000.00	\$ 12,000.00
07000400	33235	Grants - Operating	-	-	-	-	-	-
07000400	34100	Rental Income <sup>1</sup>	50,240.82	51,388.18	84,765.97	410.00	85,000.00	90,000.00
07000400	34200	Miscellaneous Billings	-	-	-	-	-	-
07000400	34700	Water Fees	3,451,520.59	3,843,452.39	4,188,505.99	2,361,409.74	4,100,000.00	4,800,000.00
07000400	34710	Sewer Fees	3,990,353.84	4,829,166.53	5,433,414.64	3,061,681.96	5,500,000.00	6,400,000.00
07000400	34715	Infrastructure Fee	1,324,647.00	1,332,776.00	1,335,937.40	670,303.22	1,320,000.00	1,330,000.00
07000400	34720	Administrative Fees	2,930.00	3,707.35	2,912.65	1,224.08	2,000.00	2,000.00
07000400	34730	Late Charges	75,485.97	80,657.18	69,030.04	46,879.04	75,000.00	75,000.00
07000400	34740	Reinstatement Fees	16,276.68	18,304.95	18,461.16	10,996.92	14,000.00	17,000.00
07000400	34820	Meter Sales	51,596.00	39,256.00	29,796.00	45,300.00	40,000.00	45,000.00
07000500	36001	Interest	2,462.29	3,652.18	2,180.18	620.31	2,000.00	1,000.00
07000500	36020	Interest - Investment Pools	90,416.42	236,690.76	11,132.31	2,725.46	10,000.00	4,000.00
07000400	37100	Restitution	3,183.86	328.00	6,179.39	(1,439.47)	-	-
07000500	37110	Insurance Claims	-	-	-	-	-	-
07000400	37905	Sale of Surplus Property	27,974.88	59,060.22	(1,883.85)	28,701.49	20,000.00	20,000.00
<b>Water &amp; Sewer Operating Fund Total</b>			<b>\$ 9,089,661.75</b>	<b>\$ 10,506,764.65</b>	<b>\$ 11,194,558.41</b>	<b>\$ 6,236,042.04</b>	<b>\$ 11,170,000.00</b>	<b>\$ 12,796,000.00</b>
<b>Fund Balance Reductions</b>								
Debt Service Expense								
<b>FY 22/23 Total</b>								<b>\$ 12,796,000.00</b>
Actual figures have been adjusted, per auditor.								
<sup>1</sup> - Accounts for rental from wireless service providers for tower rental fees.								

# Water and Sewer Operating Fund

# Total Expenses

			FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2	FY 21/22 Budget	FY 22/23 Dept.	FY 22/23 Manager	FY 22/23 Budget
07700400		Water Division Total	\$ 3,083,719.29	\$ 2,894,401.36	\$ 2,896,287.46	\$ 1,869,678.96	\$ 3,534,600.00	\$ 3,665,145.00	\$ 3,668,000.00	\$ -
07800400		Sewer Division Total	2,497,083.49	2,692,161.35	2,700,059.17	1,491,807.20	3,248,500.00	3,365,172.00	3,368,000.00	-
07080400	46700	IEPA Loan Principal Expense	-	-	-	118,740.17	1,005,000.00	1,118,045.00	1,118,000.00	
07080400	46701	IEPA Loan Interest Expense	-	-	115,571.30	53,636.31	480,000.00	307,130.00	307,000.00	
07080400	46680	Bond Principal Payment	665,000.00	695,000.00	715,000.00	-	755,000.00	770,000.00	770,000.00	
07080400	46681	Bond Interest Expense	147,647.41	127,622.41	106,722.33	48,487.50	97,200.00	74,526.00	74,600.00	
07080400	46682	Bond Fees	428.00	428.00	428.00	-	500.00	500.00	500.00	
07800500	48012	Transfer to W/S Capital	1,324,647.00	6,012,776.00	1,335,927.40		1,320,000.00	1,330,000.00	3,489,900.00	
<b>Subtotal</b>			<b>\$ 7,718,525.19</b>	<b>\$ 12,422,389.12</b>	<b>\$ 7,869,995.66</b>	<b>\$ 3,582,350.14</b>	<b>\$ 10,440,800.00</b>	<b>\$ 10,630,518.00</b>	<b>\$ 12,796,000.00</b>	<b>\$ -</b>
<b>Non Budgeted Expense</b>										
07800400	46702	ARO Amortization	\$ -	\$ 8,409.00	\$ 8,409.00	\$ -	\$ -	\$ -	\$ -	\$ -
07700400	47853	Pension Expense W/S	(29,915.25)	71,128.52	(170,513.75)	-	-	-	-	-
07800400	47853	Pension Expense W/S	(26,254.69)	63,437.01	(151,747.28)	-	-	-	-	-
07700400	47854	OPEB Expense W/S	9,570.75	19,407.95	4,071.12	-	-	-	-	-
07800400	47854	OPEB Expense W/S	7,137.73	14,402.45	2,931.48	-	-	-	-	-
07800400	47785	Depreciation Expense	3,395,945.00	3,474,204.00	3,844,758.00	-	-	-	-	-
<b>Subtotal</b>			<b>\$ 3,356,483.54</b>	<b>\$ 3,650,988.93</b>	<b>\$ 3,537,908.57</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Water and Sewer Operating Fund Total</b>			<b>\$ 11,075,008.73</b>	<b>\$ 16,073,378.05</b>	<b>\$ 11,407,904.23</b>	<b>\$ 3,582,350.14</b>	<b>\$ 10,440,800.00</b>	<b>\$ 10,630,518.00</b>	<b>\$ 12,796,000.00</b>	<b>\$ -</b>
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

## Expenses

			FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2	FY 21/22 Budget	FY 22/23 Dept.	FY 22/23 Manager	FY 22/23 Budget
<b>Personnel</b>										
07700400	41103	IMRF	\$ 110,360.77	\$ 111,098.31	\$ 132,443.92	\$ 68,938.04	\$ 154,000.00	\$ 130,000.00	\$ 130,000.00	\$ -
07700400	41104	FICA	78,963.00	82,424.05	85,260.36	43,240.10	95,000.00	100,000.00	100,000.00	-
07700400	41105	Unemployment Tax	1,406.76	1,362.54	1,580.95	72.50	2,000.00	2,000.00	2,000.00	-
07700400	41106	Health Insurance	174,413.25	171,488.97	172,135.56	91,964.89	185,000.00	205,000.00	208,000.00	-
07700400	41110	Salaries	1,035,916.56	1,097,165.79	1,113,252.56	567,354.68	1,173,000.00	1,235,000.00	1,242,000.00	-
07700400	41140	Overtime	53,441.90	46,966.47	52,199.53	21,458.22	55,000.00	57,750.00	58,000.00	-
<b>Subtotal</b>			\$ 1,454,502.24	\$ 1,510,506.13	\$ 1,556,872.88	\$ 793,028.43	\$ 1,664,000.00	\$ 1,729,750.00	\$ 1,740,000.00	\$ -
<b>Contractual Services</b>										
07700400	42210	Telephone	\$ 21,270.23	\$ 21,159.95	\$ 19,824.29	\$ 7,831.31	\$ 24,000.00	\$ 25,895.00	\$ 25,900.00	\$ -
07700400	42211	Natural Gas	16,892.26	15,080.20	15,117.37	5,965.59	20,400.00	21,500.00	21,500.00	-
07700400	42212	Electric	234,235.83	239,846.26	247,522.44	102,470.84	253,000.00	258,200.00	258,200.00	-
07700400	42215	Repeater Lines	-	-	1,846.84	3,985.30	8,800.00	9,188.00	9,200.00	-
07700400	42225	Bank Processing Fees	24,886.56	25,385.57	27,077.72	18,382.42	27,000.00	38,000.00	38,000.00	-
07700400	42226	ACH Rebate	22,761.00	24,412.50	25,999.00	13,572.50	25,000.00	26,000.00	26,000.00	-
07700400	42230	Legal Services	1,242.25	1,109.62	131.25	-	4,000.00	4,000.00	4,000.00	-
07700400	42231	Audit Services	4,666.38	5,165.52	5,941.17	6,179.22	6,500.00	6,540.00	6,600.00	-
07700400	42232	Engineering Services	-	33,092.74	8,936.00	-	30,000.00	20,000.00	20,000.00	-
07700400	42234	Professional Services	198,880.34	251,363.51	279,416.89	134,860.48	325,100.00	389,759.00	389,800.00	-
07700400	42236	Insurance	63,108.14	74,303.72	106,918.95	110,517.56	117,000.00	110,000.00	110,000.00	-
07700400	42242	Publications	444.50	543.20	477.70	444.50	1,200.00	1,125.00	1,100.00	-
07700400	42243	Printing & Advertising	3,585.22	896.98	4,841.04	3,303.14	3,900.00	4,100.00	4,100.00	-
07700400	42260	Physical Exams	397.80	452.00	70.00	2.33	1,600.00	1,600.00	1,600.00	-
07700400	42270	Equipment Rental	887.52	-	-	-	1,000.00	1,000.00	1,000.00	-
07700400	42272	Principal Lease Payments	-	6,308.71	13,503.74	6,920.32	19,400.00	14,200.00	14,200.00	-
<b>Subtotal</b>			\$ 593,258.03	\$ 699,120.48	\$ 757,624.40	\$ 414,435.51	\$ 867,900.00	\$ 931,107.00	\$ 931,200.00	\$ -
<b>Supplies &amp; Materials</b>										
07700400	43308	Office Supplies	\$ 257.43	\$ 320.34	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ -
07700400	43309	Materials	6,583.33	16,881.31	11,742.20	2,076.70	23,500.00	21,500.00	21,500.00	-
07700400	43317	Postage	25,280.40	25,869.87	26,234.36	13,675.14	28,400.00	28,400.00	28,400.00	-
07700400	43320	Tools, Equipment & Supplies	7,739.87	17,211.10	9,340.99	2,540.69	11,000.00	10,500.00	10,500.00	-
07700400	43332	Office Furniture & Equipment	749.98	759.99	-	-	3,500.00	1,900.00	1,900.00	-
07700400	43333	IT Equipment	42,237.03	54,546.36	42,254.32	44,825.81	90,400.00	89,488.00	82,000.00	-
07700400	43340	Fuel (S)	18,795.25	17,743.92	13,500.83	5,527.81	18,000.00	18,000.00	18,000.00	-
07700400	43342	Chemicals	154,721.53	151,515.11	140,513.13	102,564.60	186,200.00	208,100.00	208,100.00	-
07700400	43345	Lab Supplies	9,265.89	9,956.57	9,132.66	2,572.97	10,900.00	20,800.00	20,800.00	-
07700400	43348	Meters & Meter Supplies	3,004.52	13,602.16	36,085.35	18,412.33	80,600.00	72,500.00	72,500.00	-
<b>Subtotal</b>			\$ 268,635.23	\$ 308,406.73	\$ 288,803.84	\$ 192,196.05	\$ 453,000.00	\$ 471,688.00	\$ 464,200.00	\$ -



## Public Works - Water Division

## Expenses

[illegible]

## Public Works - Sewer Division

## Expenses

			FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2	FY 21/22 Budget	FY 22/23 Dept.	FY 22/23 Manager	FY 22/23 Budget
<b>Personnel</b>										
07800400	41103	IMRF	\$ 99,780.95	\$ 100,760.24	\$ 114,551.01	\$ 62,419.17	\$ 138,000.00	\$ 118,000.00	\$ 117,000.00	\$ -
07800400	41104	FICA	71,776.91	75,112.04	73,602.70	39,169.80	85,000.00	90,000.00	91,000.00	-
07800400	41105	Unemployment Tax	1,409.60	1,290.21	1,354.37	186.00	2,000.00	2,000.00	2,000.00	-
07800400	41106	Health Insurance	130,074.94	131,408.86	124,278.74	72,453.46	141,000.00	180,000.00	189,000.00	-
07800400	41110	Salaries	942,715.84	991,400.87	965,771.19	507,737.19	1,068,000.00	1,135,000.00	1,135,000.00	-
07800400	41140	Overtime	40,943.52	36,498.14	47,896.27	21,922.08	32,000.00	34,000.00	34,000.00	-
<b>Subtotal</b>			\$ 1,286,701.76	\$ 1,336,470.36	\$ 1,327,454.28	\$ 703,887.70	\$ 1,466,000.00	\$ 1,559,000.00	\$ 1,568,000.00	\$ -
<b>Contractual Services</b>										
07800400	42210	Telephone	\$ 16,621.41	\$ 16,750.97	\$ 18,741.17	\$ 9,413.29	\$ 22,800.00	\$ 20,985.00	\$ 21,000.00	\$ -
07800400	42211	Natural Gas	10,706.41	9,770.44	16,066.45	8,122.85	15,100.00	17,100.00	17,100.00	-
07800400	42212	Electric	274,669.07	291,823.24	272,921.12	94,628.13	322,100.00	332,100.00	332,100.00	-
07800400	42215	Repeater Lines	-	-	1,846.84	3,985.30	8,800.00	9,188.00	9,200.00	-
07800400	42225	Bank Processing Fees	24,886.52	25,385.57	27,077.73	18,382.44	27,000.00	38,000.00	38,000.00	-
07800400	42226	ACH Rebate	22,863.50	24,515.50	26,099.50	13,628.50	25,000.00	26,000.00	26,000.00	-
07800400	42230	Legal Services	1,417.25	591.72	1,268.75	-	4,000.00	4,000.00	4,000.00	-
07800400	42231	Audit Services	4,666.37	5,165.51	5,941.17	6,179.22	6,500.00	6,540.00	6,600.00	-
07800400	42232	Engineering Services	3,000.00	57,316.35	49,391.76	-	94,000.00	59,300.00	59,300.00	-
07800400	42234	Professional Services	129,780.82	157,808.04	187,560.15	118,934.25	214,100.00	227,695.00	227,700.00	-
07800400	42236	Insurance	55,709.68	69,025.14	94,436.82	101,577.03	103,000.00	110,000.00	110,000.00	-
07800400	42242	Publications	528.94	543.20	444.50	444.50	1,100.00	1,125.00	1,100.00	-
07800400	42243	Printing & Advertising	974.18	896.93	880.22	157.14	1,000.00	1,000.00	1,000.00	-
07800400	42260	Physical Exams	359.45	430.00	120.00	174.33	1,600.00	1,600.00	1,600.00	-
07800400	42262	Sludge Removal	87,926.55	90,055.75	101,130.30	37,048.80	126,000.00	128,255.00	129,000.00	-
07800400	42270	Equipment Rental	-	-	-	-	1,500.00	1,000.00	1,000.00	-
07800400	42272	Principal Lease Payments	-	5,689.30	8,910.04	4,544.14	14,500.00	14,500.00	14,500.00	-
<b>Subtotal</b>			\$ 634,110.15	\$ 755,767.66	\$ 812,836.52	\$ 417,219.92	\$ 988,100.00	\$ 998,388.00	\$ 999,200.00	\$ -
<b>Supplies &amp; Materials</b>										
07800400	43308	Office Supplies	\$ 358.58	\$ 96.78	\$ 511.43	\$ 129.49	\$ 500.00	\$ 500.00	\$ 500.00	\$ -
07800400	43309	Materials	10,735.85	4,270.92	920.00	-	14,000.00	12,000.00	12,000.00	-
07800400	43317	Postage	25,127.20	25,869.78	26,256.25	13,887.16	28,400.00	28,400.00	28,400.00	-
07800400	43320	Tools, Equipment & Supplies	26,134.35	27,606.10	18,321.86	3,436.26	18,000.00	14,900.00	14,900.00	-
07800400	43332	Office Furniture & Equipment	490.00	2,500.00	-	163.11	1,000.00	-	-	-
07800400	43333	IT Equipment	40,643.47	53,480.63	73,669.00	46,256.51	91,100.00	87,088.00	80,000.00	-
07800400	43340	Fuel (S)	16,025.23	18,742.97	15,863.51	9,930.56	18,000.00	22,000.00	22,000.00	-
07800400	43342	Chemicals	52,753.59	61,062.88	58,937.09	15,019.18	118,000.00	124,000.00	124,000.00	-
07800400	43345	Lab Supplies	5,754.52	6,819.53	6,719.10	5,116.79	7,500.00	7,500.00	7,500.00	-
07800400	43348	Meters & Meter Supplies	3,423.65	9,222.38	29,174.24	2,960.00	80,600.00	72,500.00	72,500.00	-
<b>Subtotal</b>			\$ 181,446.44	\$ 209,671.97	\$ 230,372.48	\$ 96,899.06	\$ 377,100.00	\$ 368,888.00	\$ 361,800.00	\$ -

## Public Works - Sewer Division

## Expenses

			FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 21/22	FY 22/23	FY 22/23	FY 22/23
			Actual	Actual	Actual	Q2	Budget	Dept.	Manager	Budget
Maintenance										
07800400	44412	Treatment Facility	\$ 129,994.80	\$ 70,688.76	\$ 72,002.67	\$ 47,729.05	\$ 97,500.00	\$ 92,100.00	\$ 92,100.00	\$ -
07800400	44414	Lift Station Maintenance	52,011.19	43,180.68	64,178.81	5,711.57	56,200.00	59,950.00	60,000.00	-
07800400	44416	Collection System Maintenance	31,834.09	93,213.72	22,272.69	-	64,100.00	72,500.00	72,500.00	-
07800400	44420	Vehicle Maintenance (S)	32,160.44	37,616.01	37,716.61	32,265.59	37,000.00	40,000.00	40,000.00	-
07800400	44421	Equipment Maintenance (S)	35,544.87	41,735.11	29,728.20	14,333.41	43,000.00	44,000.00	44,000.00	-
07800400	44423	Building Services (S)	89,243.66	81,819.57	91,124.99	43,755.69	101,000.00	110,000.00	110,000.00	-
07800400	44426	Office Equipment Maintenance	579.95	549.08	315.13	268.02	1,200.00	1,146.00	1,200.00	-
Subtotal			\$ 371,369.00	\$ 368,802.93	\$ 317,339.10	\$ 144,063.33	\$ 400,000.00	\$ 419,696.00	\$ 419,800.00	\$ -
Capital Expenditures										
07800400	43335	Vehicles & Equipment	\$ 8,000.00	\$ 6,025.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07800400	45590	Capital Purchase	-	-	-	125,658.00	-	-	-	-
07800400	45597	Capital Lease Payment	-	-	-	-	-	-	-	-
Subtotal			\$ 8,000.00	\$ 6,025.00	\$ -	\$ 125,658.00	\$ -	\$ -	\$ -	\$ -
Other Charges										
07800400	47740	Travel/Training/Dues	\$ 6,737.41	\$ 2,560.21	\$ 2,228.77	\$ 1,838.30	\$ 7,800.00	\$ 9,300.00	\$ 9,300.00	\$ -
07800400	47760	Uniforms & Safety Items	8,718.73	11,719.16	8,007.57	1,491.39	6,600.00	7,300.00	7,300.00	-
07800600	47790	Interest Lease Expense	-	1,144.06	1,820.45	749.50	2,900.00	2,600.00	2,600.00	-
Subtotal			\$ 15,456.14	\$ 15,423.43	\$ 12,056.79	\$ 4,079.19	\$ 17,300.00	\$ 19,200.00	\$ 19,200.00	\$ -
Sewer Total			\$ 2,497,083.49	\$ 2,692,161.35	\$ 2,700,059.17	\$ 1,491,807.20	\$ 3,248,500.00	\$ 3,365,172.00	\$ 3,368,000.00	\$ -
Non Budgeted Expense										
07800400	46702	ARO Amortization	\$ -	\$ 8,409.00	\$ 8,409.00		\$ -	\$ -	\$ -	\$ -
07800400	47853	Pension Expense W/S	(26,254.69)	63,437.01	(151,747.28)		-	-	-	-
07800400	47854	OPEB Expense W/S	7,137.73	14,402.45	2,931.48		-	-	-	-
Sewer Total (Audited)			\$ 2,477,966.53	\$ 2,778,409.81	\$ 2,559,652.37	\$ 1,491,807.20	\$ 3,248,500.00	\$ 3,365,172.00	\$ 3,368,000.00	\$ -
(S) indicates those line items that reimburse the Internal Service Funds. Grounds Maintenance is now covered under Building Services.										



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

DATE: January 26, 2022

TO: Committee of the Whole

FROM: Tim Schloneger, Village Manager

SUBJECT: *Proposed Budget – 2022/2023 - Cemetery & Swimming Pool Funds*

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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 2022/2023. Each of these special funds operates independently from the General Fund. The Swimming Pool Fund is supported by a budgeted transfer (\$192,100) 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 the perpetual care of the property once all gravesites have been sold. The proposed expenditures for the Cemetery Fund and Swimming Pool Fund are balanced with expenditures at \$43,000 and \$285,200, respectively.

**ANTICIPATED REVENUE - CEMETERY FUND - \$45,250**

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 correspond directly to 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 telecommunications tower located on the cemetery site (rental income).

The \$2,000 under the perpetual care revenue line item is from proceeds received for the purchase of gravesites and used for cemetery repair and perpetual maintenance anticipated in the future (when there are no more sales of gravesites); revenues from this source should not be spent on annual maintenance expenses.

## **ESTIMATED EXPENDITURES - CEMETERY FUND \$43,500**

ACCOUNT 42225, BANK PROCESSING FEES - \$300 – This line item accounts for the cost of bank processing fees for point-of-sale credit card purchases for cemetery items.

ACCOUNT 42234, PROFESSIONAL SERVICES - \$31,200 - 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 - \$1,500 - This item identifies the portion of the liability insurance premium that is allocated to the Cemetery Fund.

ACCOUNT 42290, GRAVE OPENINGS - \$10,000 - 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 - \$0 – No budget in this line-item is proposed this year.

### **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.

## **ANTICIPATED REVENUE - SWIMMING POOL FUND - \$285,200**

RENTAL INCOME - \$20,000 - 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 - \$25,000 – This estimate is based on past years' participation at the pool (season passes).

DAILY FEES - \$25,000 - This line item estimates the amount of daily fees from non-pass users. The revenue typically varies from year to year due to weather conditions and temperatures during the season. It has been reduced as a result of the pandemic.

LESSONS - \$15,000- This account recognizes the fees collected for swim lessons, which remains one of the pool's most popular programs.

CONCESSIONS - \$8,000 – Essentially flat revenue projections based on past years' experience is expected for the sale of concessions this upcoming swim season.

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

TRANSFER FROM GENERAL FUND - \$192,100 - 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, however, this is typically not the norm with aquatic facilities in our region. Coupled with the facility age, new state and federal regulations for pools, and other swimming and aquatic alternatives in the area have resulted in the need for a transfer from the General Fund. Sixty-seven percent (67%) of the pool revenue is accounted for by this transfer, a higher number than typical as a result of the pandemic and a very conservative approach to our budget this year.

### **ESTIMATED EXPENDITURES – SWIMMING POOL FUND - \$285,200**

**PERSONNEL** - \$119,500 - 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. Additional funds have been included this year for wage increases related to the Illinois minimum wage law, as well as an employee referral program to encourage pool staff to help recruit Lifeguard positions, which has been challenging in recent years.

**CONTRACTUAL SERVICES** - \$30,200 - 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** - \$2,800 - This expenditure account includes the general operational needs for office supplies, ID supplies, software, cash register, and pool forms. An automatic pool cleaner unit is also proposed this year, which will operate during evening hours, eliminating the need for staff to perform this task.

**MAINTENANCE** - \$116,000 - 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 (chemicals) appropriate from the 44423 account. Account 44445 provides \$39,000 for the replacement of the pool pump, motor, and VFD which have exceeded useful life and have started to show age with leaking causing disruption in service.

**OTHER CHARGES** - \$16,700 - 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 subsidy from the General Fund (67% of the pool's expenses) to cover maintenance costs, recreational swimming opportunities continue to be offered to the public in the 2022 swim season at affordable rates. Like any other park or recreational facility, recognizing market trends and consumer expectations are paramount for a successful parks and recreation program that meets the needs of the community. The FY 22/23 budget as proposed will continue to provide aquatic recreational opportunities to our community at a good value.

# Swimming Pool Fund

# Revenues

			FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2	FY 21/22 Budget	FY 22/23 Budget
05000100	33030	Donations-Operating-Gen. Gov.	\$ 1,614.20	\$ 56.00	\$ 115.00	\$ 36.00	\$ 100.00	\$ 100.00
05000100	34100	Rental Income <sup>1</sup>	29,005.00	28,361.60	-	9,075.00	8,500.00	20,000.00
05000100	34500	Swimming Annual Pass	35,670.00	32,195.00	-	2,400.00	-	25,000.00
05000100	34510	Swimming Daily Fees <sup>2</sup>	28,826.00	25,800.25	-	25,312.00	15,000.00	25,000.00
05000100	34520	Swimming Lesson Fees	15,536.70	15,180.90	18.50	2,560.00	4,000.00	15,000.00
05000100	34560	Concessions	9,617.51	9,199.39	-	761.49	200.00	8,000.00
05000500	36001	Interest	84.04	4.56	0.52	0.21	25.00	-
05000500	37900	Miscellaneous Revenue	-	-	-	-	-	-
05000500	38001	Transfer from General Fund	142,589.21	182,468.30	57,262.56	126,394.06	192,175.00	192,100.00
<b>Swimming Pool Fund Total</b>			<b>\$ 262,942.66</b>	<b>\$ 293,266.00</b>	<b>\$ 57,396.58</b>	<b>\$ 166,538.76</b>	<b>\$ 220,000.00</b>	<b>\$ 285,200.00</b>
<b>Notes:</b>								
<sup>1</sup> - Trails Swim Team contribution.								
<sup>2</sup> - Includes reduced admission for groups.								

# Swimming Pool Fund

# Expenditures

			FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2 YTD	FY 21/22 Budget	FY 22/23 Dept.	FY 22/23 Manager	FY 22/23 Budget
<b>Nondepartmental Personnel</b>										
05900100	41104	FICA	\$ 4,919.00	\$ 5,654.94	\$ -	\$ 3,470.14	\$ 5,750.00	\$ 8,600.00	\$ 8,100.00	\$ -
05900100	41105	Unemployment Tax	466.14	572.87	-	396.87	650.00	900.00	900.00	-
05900100	41110	Salaries	62,591.49	72,823.32	-	44,680.92	75,000.00	112,000.00	109,500.00	-
05900100	41140	Overtime	1,708.92	1,097.81	-	678.96	1,000.00	1,000.00	1,000.00	-
<b>Subtotal</b>			\$ 69,685.55	\$ 80,148.94	\$ -	\$ 49,226.89	\$ 82,400.00	\$ 122,500.00	\$ 119,500.00	\$ -
<b>Contractual Services</b>										
05900100	42210	Telephone	\$ 1,550.73	\$ 1,605.40	\$ 1,714.53	\$ 821.76	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ -
05900100	42211	Natural Gas	3,769.17	4,548.79	1,918.47	4,304.06	4,800.00	5,000.00	5,000.00	-
05900100	42212	Electric	5,629.92	5,826.39	1,656.43	4,699.60	6,000.00	6,000.00	6,000.00	-
05900100	42213	Water	4,963.62	5,584.53	2,093.33	7,547.46	6,500.00	8,000.00	8,000.00	-
05900100	42225	Bank Processing Fees	-	594.34	-	159.48	800.00	600.00	600.00	-
05900100	42234	Professional Services	2,221.68	525.00	-	120.00	200.00	200.00	200.00	-
05900100	42236	Insurance	7,033.68	6,680.67	8,164.48	6,874.93	9,000.00	8,000.00	8,000.00	-
<b>Subtotal</b>			\$ 25,168.80	\$ 25,365.12	\$ 15,547.24	\$ 24,527.29	\$ 29,700.00	\$ 30,200.00	\$ 30,200.00	\$ -
<b>Supplies &amp; Materials</b>										
05900100	43308	Office Supplies	\$ 837.73	\$ 751.74	\$ -	\$ 32.71	\$ 200.00	\$ 800.00	\$ 800.00	\$ -
05900100	43320	Tools, Equipment & Supplies	7,128.21	6,537.91	12,092.75	6,711.15	6,000.00	2,000.00	2,000.00	-
05900100	43332	Office Furniture & Equipment	-	-	-	-	-	-	-	-
05900100	43333	IT Equipment	-	-	832.52	2,470.05	-	-	-	-
05900100	43370	Infrastructure Maintenance	-	54,175.00	-	575.00	-	-	-	-
<b>Subtotal</b>			\$ 7,965.94	\$ 61,464.65	\$ 12,925.27	\$ 9,788.91	\$ 6,200.00	\$ 2,800.00	\$ 2,800.00	\$ -
<b>Maintenance</b>										
05900100	44423	Building Services (\$)	\$ 93,878.34	\$ 80,868.05	\$ 25,436.51	\$ 55,533.92	\$ 87,000.00	\$ 77,000.00	\$ 77,000.00	\$ -
05900100	44445	Outsourced Building Maint.	56,049.00	38,753.29	-	19,191.25	5,000.00	36,000.00	39,000.00	-
<b>Subtotal</b>			\$ 149,927.34	\$ 119,621.34	\$ 25,436.51	\$ 74,725.17	\$ 92,000.00	\$ 113,000.00	\$ 116,000.00	\$ -
<b>Other Charges</b>										
05900100	47701	Recreation Programs	\$ 875.50	\$ 503.75	\$ -	\$ -	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ -
05900100	47740	Travel/Training/Dues	1,533.00	1,710.03	-	4,480.73	5,800.00	6,300.00	6,300.00	-
05900100	47760	Uniforms & Safety Items	1,234.34	1,192.75	-	2,844.72	2,600.00	2,100.00	2,100.00	-
05900100	47800	Concession Purchases	6,084.70	5,388.07	-	535.37	300.00	8,000.00	8,000.00	-
<b>Subtotal</b>			\$ 9,727.54	\$ 8,794.60	\$ -	\$ 7,860.82	\$ 9,700.00	\$ 16,700.00	\$ 16,700.00	\$ -
<b>Swimming Pool Fund Total</b>			\$ 262,475.17	\$ 295,394.65	\$ 53,909.02	\$ 166,129.08	\$ 220,000.00	\$ 285,200.00	\$ 285,200.00	\$ -
(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

# Revenues

			FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2	FY 21/22 Budget	FY 22/23 Budget
02000100	34100	Rental Income <sup>1</sup>	\$ 23,369.53	\$ 24,070.62	\$ 24,792.74	\$ 25,536.52	\$ 25,000.00	\$ 26,000.00
02000100	34300	Lots & Graves	5,850.00	5,400.00	6,800.00	10,750.00	5,000.00	6,000.00
02000100	34310	Grave Opening	8,450.00	10,400.00	14,250.00	11,300.00	12,000.00	11,000.00
02000100	34320	Perpetual Care <sup>2</sup>	1,750.00	1,500.00	2,250.00	3,250.00	1,500.00	2,000.00
02000500	36001	Interest	13.87	13.77	6.44	3.75	-	-
02000500	36020	Interest - Investment Pools	5,217.59	4,633.54	669.45	124.96	500.00	250.00
02000500	36026	Interest - Cemetery Trust <sup>2</sup>	28.54	42.18	26.50	10.05	-	-
<b>Cemetery Fund Total</b>			<b>\$ 44,679.53</b>	<b>\$ 46,060.11</b>	<b>\$ 48,795.13</b>	<b>\$ 50,975.28</b>	<b>\$ 44,000.00</b>	<b>\$ 45,250.00</b>
<sup>1</sup> - Rental Income includes the annual rental payment for a ground lease by a wireless service provider at the cemetery.								
<sup>2</sup> - Restricted Account								

# Cemetery Fund

# Expenditures

			FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2	FY 21/22 Budget	FY 22/23 Dept.	FY 22/23 Manager	FY 22/23 Budget
02400100	42225	Bank Processing Fees	\$ -	\$ 112.49	\$ 90.86	\$ 170.67	\$ 300.00	\$ 300.00	\$ 300.00	\$ -
02400100	42234	Professional Services	20,640.00	21,204.00	20,212.00	10,152.00	31,200.00	31,200.00	31,200.00	-
02400100	42236	Insurance	1,027.20	1,281.00	1,403.94	1,459.36	1,500.00	1,500.00	1,500.00	-
02400100	42290	Grave Opening	6,900.00	9,250.00	12,600.00	7,500.00	10,000.00	10,000.00	10,000.00	-
02400100	43319	Supplies	-	-	-	-	500.00	-	-	-
Cemetery Fund Total			\$ 28,567.20	\$ 31,847.49	\$ 34,306.80	\$ 19,282.03	\$ 43,500.00	\$ 43,000.00	\$ 43,000.00	\$ -



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

DATE: February 7, 2021

TO: Committee of the Whole

FROM: Tim Schloneger, Village Manager

SUBJECT: Proposed Budget – 2022/2023 – Building Services Fund

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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 - (\$951,000)**

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

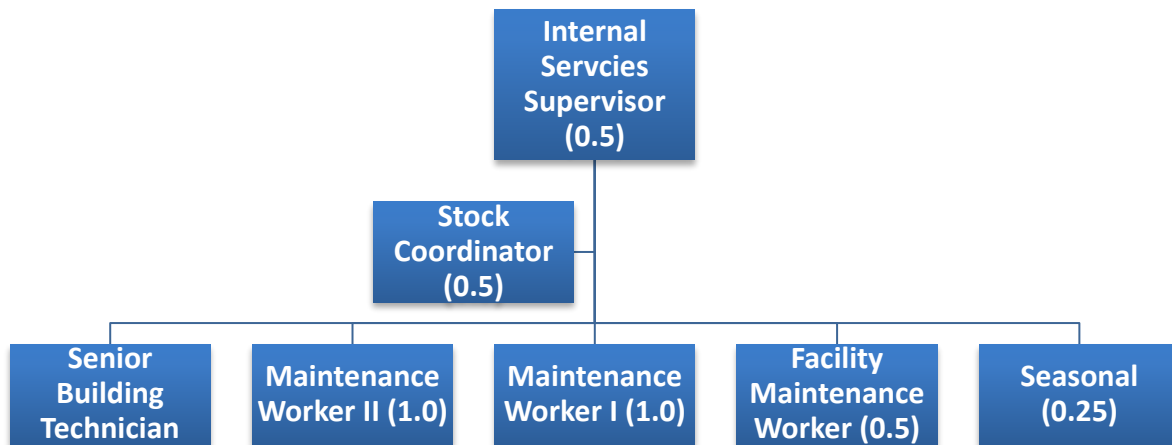
**PROPOSED EXPENDITURES - (\$951,000)**

**PERSONNEL - (\$446,600)**

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 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
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.



### **CONTRACTUAL – (\$31,300)**

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, repeater lines, cleaning services, publications (such as safety manuals), printing, and lease payments for vehicles are covered under these line items.

### **SUPPLIES AND MATERIALS - (\$141,000)**

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.

### **MAINTENANCE (\$321,000)**

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.

### **CAPITAL EXPENDITURES - \$0**

No capital expenditures are anticipated.

### **OTHER CHARGES - (\$11,100)**

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 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2	FY 21/22 Budget	FY 22/23 Budget
28	33160	Donations	\$ 120.00	\$ 120.00	\$ 1,350.00	\$ 1,030.00	\$ -	\$ -
28	34900	Building Services Billings	846,479.60	722,944.16	720,954.13	383,340.09	924,000.00	951,000.00
28	37110	Insurance Claims	-	-	-	-	-	-
28	37905	Sale of Surplus Property	922.08	12,205.00	4,608.33	10,429.15	-	-
Building Services Fund Total			\$ 847,521.68	\$ 735,269.16	\$ 726,912.46	\$ 394,799.24	\$ 924,000.00	\$ 951,000.00

## Building Services Fund

## Expenses

			FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2 YTD	FY 21/22 Budget	FY 22/23 Dept.	FY 22/23 Manager	FY 22/23 Budget
<b>Personnel</b>										
28900000	41103	IMRF	\$ 34,717.33	\$ 26,755.71	\$ 32,084.32	\$ 13,632.05	\$ 40,000.00	\$ 33,000.00	\$ 33,000.00	\$ -
28900000	41104	FICA	25,596.59	20,857.39	21,959.51	9,208.01	27,600.00	26,000.00	26,000.00	-
28900000	41105	Unemployment Tax	476.09	458.71	517.46	63.02	600.00	600.00	600.00	-
28900000	41106	Health Insurance	51,286.21	46,933.59	46,095.25	19,683.70	55,000.00	50,000.00	50,000.00	-
28900000	41110	Salaries	325,689.60	275,638.33	284,020.97	119,294.31	326,500.00	325,000.00	325,000.00	-
28900000	41140	Overtime	18,764.21	7,129.34	11,369.57	4,399.76	12,000.00	12,000.00	12,000.00	-
<b>Subtotal</b>			\$ 456,530.03	\$ 377,773.07	\$ 396,047.08	\$ 166,280.85	\$ 461,700.00	\$ 446,600.00	\$ 446,600.00	\$ -
<b>Contractual Services</b>										
28900000	42210	Telephone	\$ 4,418.19	\$ 4,596.96	\$ 4,357.97	\$ 1,967.84	\$ 6,000.00	\$ 5,790.00	\$ 5,800.00	\$ -
28900000	42215	Repeater Lines	-	-	1,846.84	3,985.30	8,800.00	9,186.98	9,200.00	-
28900000	42234	Professional Services	53.50	125.50	431.50	204.00	1,350.00	1,350.00	1,350.00	-
28900000	42242	Publications	15.94	-	-	-	250.00	250.00	250.00	-
28900000	42243	Printing & Advertising	-	-	23.50	-	550.00	550.00	550.00	-
28900000	42260	Physical Exams	84.45	35.00	-	35.00	150.00	150.00	150.00	-
28900000	42270	Equipment Rental	403.20	72.80	186.30	-	500.00	500.00	500.00	-
28900000	42272	Principal Lease Payments	-	4,103.87	9,734.76	4,969.80	19,400.00	13,500.00	13,500.00	-
<b>Subtotal</b>			\$ 4,975.28	\$ 8,934.13	\$ 16,580.87	\$ 11,161.94	\$ 37,000.00	\$ 31,276.98	\$ 31,300.00	\$ -
<b>Supplies &amp; Materials</b>										
28900000	43308	Office Supplies	\$ 128.74	\$ -	\$ -	\$ -	\$ 300.00	\$ 225.00	\$ 230.00	\$ -
28900000	43317	Postage	-	157.88	56.91	-	500.00	500.00	500.00	-
28900000	43319	Building Supplies	120,072.03	123,642.27	108,134.66	70,463.96	130,900.00	\$ 130,320.00	\$ 130,320.00	\$ -
28900000	43320	Tools, Equipment & Supplies	4,715.47	2,782.95	5,210.98	198.35	2,900.00	2,900.00	2,900.00	-
28900000	43332	Office Furniture & Equipment	-	245.00	-	-	-	850.00	850.00	-
28900000	43333	IT Equipment	4,405.25	1,818.71	2,106.91	4,398.98	4,300.00	3,500.00	3,700.00	-
28900000	43340	Fuel (S)	2,680.90	1,367.80	868.33	833.01	2,500.00	2,500.00	2,500.00	-
<b>Subtotal</b>			\$ 132,002.39	\$ 130,014.61	\$ 116,377.79	\$ 75,894.30	\$ 141,400.00	\$ 140,795.00	\$ 141,000.00	\$ -
<b>Maintenance</b>										
28900000	44420	Vehicle Maintenance (S)	\$ 4,995.07	\$ 2,846.20	\$ 1,661.57	\$ 1,291.33	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
28900000	44421	Equipment Maintenance (S)	1,462.16	4,253.25	-	644.50	3,000.00	3,000.00	3,000.00	-
28900000	44426	Office Equipment Maintenance	688.15	657.78	761.77	424.04	550.00	996.00	1,000.00	-
28900000	44445	Outsourced Building Maint. (S)	237,126.86	221,737.44	216,793.33	155,470.65	263,650.00	1,502,725.00	313,000.00	-
<b>Subtotal</b>			\$ 244,272.24	\$ 229,494.67	\$ 219,216.67	\$ 157,830.52	\$ 271,200.00	\$ 1,510,721.00	\$ 321,000.00	\$ -
<b>Capital Expenditures</b>										
28900000	43335	Vehicles & Equipment	\$ -	\$ 6,025.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>			\$ -	\$ 6,025.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other Charges</b>										
28900000	47740	Travel, Training & Dues	\$ 9,649.97	\$ 5,955.25	\$ 3,239.91	\$ 107.50	\$ 4,450.00	\$ 4,170.00	\$ 4,200.00	\$ -
28900000	47760	Uniforms & Safety Items	5,047.10	4,963.58	4,495.61	286.36	5,150.00	5,600.00	5,600.00	-
28900000	47776	Parts Cost of Sales Variance	(4,955.33)	(22,499.99)	(18,461.85)	(17,468.39)	-	-	-	-
28900000	47790	Interest Lease Expense	-	781.84	1,760.38	706.16	3,100.00	1,300.00	1,300.00	-
<b>Subtotal</b>			\$ 9,741.74	\$ (10,799.32)	\$ (8,965.95)	\$ (16,368.37)	\$ 12,700.00	\$ 11,070.00	\$ 11,100.00	\$ -
<b>Building Services Fund Total</b>			\$ 847,521.68	\$ 741,442.16	\$ 739,256.46	\$ 394,799.24	\$ 924,000.00	\$ 2,140,462.98	\$ 951,000.00	\$ -
<b>Non Budgeted Expense</b>										
28900000	47780	Depreciation Expense	\$ 6,173.00				\$ -			
<b>FY 22/23 Total</b>			\$ 853,694.68	\$ 741,442.16	\$ 739,256.46	\$ 394,799.24	\$ 924,000.00	\$ 2,140,462.98	\$ 951,000.00	\$ -
(S) indicates those line items that reimburse Internal Service Funds.										



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

DATE: February 7, 2022

TO: Committee of the Whole

FROM: Tim Schloneger, Village Manager

SUBJECT: Proposed Budget – 2022/2023 – Vehicle Maintenance Service Fund

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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 - (\$1,209,000)**

There are four sources of revenue for this fund. They include payments from: (1) all Village departments for maintenance of their vehicles and equipment (\$829,000); (2) the purchase of fuel by each department of the Village (\$220,000); (3) the purchase of fuel by the Algonquin/Lake in the Hills Fire Protection District (\$60,000); and (4) outsourced fleet maintenance billings to the Algonquin/Lake in the Hills Fire Protection District (\$100,000).

**PROPOSED EXPENDITURES - (\$1,209,000)**

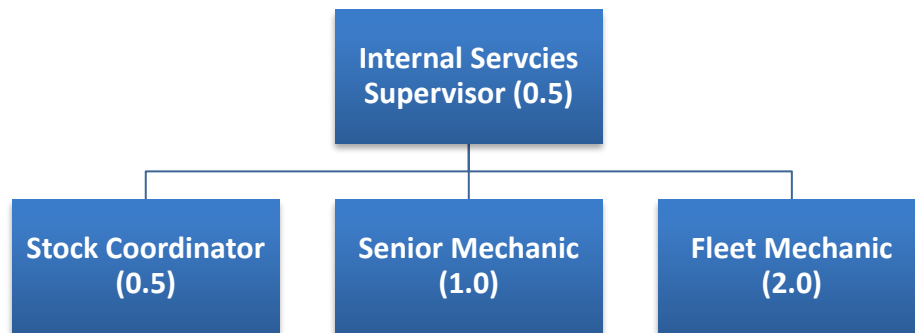
**PERSONNEL - (\$456,500)**

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.



#### **CONTRACTUAL SERVICES – (\$36,100)**

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.

#### **SUPPLIES AND MATERIALS - (\$577,300)**

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.

#### **MAINTENANCE (\$128,000)**

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 (out-sourced 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.

#### **CAPITAL EXPENDITURES - (\$0)**

No funds are budgeted.

#### **OTHER CHARGES - (\$11,100)**

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 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2	FY 21/22 Budget	FY 22/23 Budget
29	33160	Donations	\$ 120.00	\$ 150.00	\$ 370.00	\$ 60.00	\$ -	\$ -
29	34900	Maintenance Billings	688,313.98	644,134.98	698,047.37	325,135.78	815,000.00	829,000.00
29	34920	Fuel Billings	197,355.69	168,611.16	156,494.35	83,666.30	188,000.00	220,000.00
29	34921	Fire District Fuel Billings	49,145.98	45,773.07	42,134.19	21,540.03	50,000.00	60,000.00
29	34922	IGA - Fleet Maintenance	136,532.11	90,278.47	102,948.65	48,798.45	110,000.00	100,000.00
29	37710	Insurance Claims	-	-	-	-	-	-
29	37905	Sale of Surplus Property	341.14	1,458.00	4,608.32	10,429.16	-	-
<b>Vehicle Maintenance Service Fund Total</b>			<b>\$ 1,071,808.90</b>	<b>\$ 950,405.68</b>	<b>\$ 1,004,602.88</b>	<b>\$ 489,629.72</b>	<b>\$ 1,163,000.00</b>	<b>\$ 1,209,000.00</b>

## Vehicle Maintenance Service Fund

## Expenses

			FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Actual	FY 21/22 Q2 YTD	FY 21/22 Budget	FY 22/23 Dept.	FY 22/23 Manager	FY 22/23 Budget
Personnel										
29900000	41103	IMRF	\$ 29,170.19	\$ 27,037.28	\$ 33,936.66	\$ 17,223.29	\$ 40,000.00	\$ 35,000.00	\$ 35,000.00	\$ -
29900000	41104	FICA	21,393.47	20,663.55	22,277.49	11,011.26	24,500.00	27,000.00	27,000.00	-
29900000	41105	Unemployment Tax	442.56	418.56	473.28	26.70	500.00	600.00	600.00	-
29900000	41106	Health Insurance	46,990.01	46,843.76	54,268.11	28,318.71	61,000.00	60,000.00	60,000.00	-
29900000	41110	Salaries	282,391.16	277,740.25	298,392.63	150,867.11	309,000.00	326,000.00	326,000.00	-
29900000	41140	Overtime	6,628.64	2,069.18	5,620.12	548.86	8,000.00	7,900.00	7,900.00	-
Subtotal			\$ 387,016.03	\$ 374,772.58	\$ 414,968.29	\$ 207,995.93	\$ 443,000.00	\$ 456,500.00	\$ 456,500.00	\$ -
Contractual Services										
29900000	42210	Telephone	\$ 4,841.31	\$ 4,833.70	\$ 4,689.22	\$ 2,254.87	\$ 5,500.00	\$ 5,935.00	\$ 6,000.00	\$ -
29900000	42211	Natural Gas	-	259.51	-	-	-	-	-	-
29900000	42215	Repeater Lines	-	-	1,846.82	3,985.32	8,800.00	9,188.00	9,200.00	-
29900000	42234	Professional Services	7,111.83	7,226.60	7,544.22	3,625.71	10,150.00	10,150.00	10,150.00	-
29900000	42242	Publications	1,500.00	2,349.00	1,525.49	2,824.00	5,750.00	5,750.00	5,750.00	-
29900000	42243	Printing & Advertising	-	26.09	-	-	550.00	550.00	550.00	-
29900000	42260	Physical Exams	207.50	-	-	-	150.00	150.00	150.00	-
29900000	42270	Equipment Rental	2,127.93	221.39	1,048.28	1,051.88	3,000.00	3,000.00	3,000.00	-
29900000	42272	Principal Lease Payments	-	1,335.13	2,195.71	1,068.18	2,400.00	1,300.00	1,300.00	-
Subtotal			\$ 15,788.57	\$ 16,251.42	\$ 18,849.74	\$ 14,809.96	\$ 36,300.00	\$ 36,023.00	\$ 36,100.00	\$ -
Supplies & Materials										
29900000	43308	Office Supplies	\$ 79.80	\$ -	\$ 42.17	\$ -	\$ 300.00	\$ 225.00	\$ 300.00	\$ -
29900000	43317	Postage	-	65.14	39.46	-	400.00	400.00	400.00	-
29900000	43320	Tools, Equipment & Supplies	4,533.11	367.28	3,665.32	1,079.76	8,800.00	12,800.00	12,800.00	-
29900000	43332	Office Furniture & Equipment	136.00	245.00	-	-	-	400.00	-	-
29900000	43333	IT Equipment	3,755.25	-	485.64	1,262.99	-	3,300.00	3,300.00	-
29900000	43340	Fuel (S)	2,105.28	2,606.76	1,571.45	656.68	2,500.00	2,500.00	2,500.00	-
29900000	43350	Fleet Parts/Fluids (S)	268,178.89	242,912.91	230,651.22	94,224.48	290,700.00	278,000.00	278,000.00	-
29900000	43351	Fuel - Cost of Sales (S)	229,061.56	209,547.10	197,252.41	110,093.90	238,000.00	238,000.00	280,000.00	-
Subtotal			\$ 507,849.89	\$ 455,744.19	\$ 433,707.67	\$ 207,317.81	\$ 540,700.00	\$ 535,625.00	\$ 577,300.00	\$ -
Maintenance										
29900000	44420	Vehicle Maintenance (S)	\$ 3,440.58	\$ 3,772.09	\$ 3,509.89	\$ 2,732.74	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
29900000	44421	Equipment Maintenance (S)	903.50	394.95	1,897.68	366.79	2,500.00	2,000.00	2,000.00	-
29900000	44423	Building Services (S)	56,138.69	46,801.44	60,186.23	20,770.79	60,000.00	60,000.00	60,000.00	-
29900000	44426	Office Equipment Maint.	688.15	657.78	389.18	424.02	600.00	996.00	1,000.00	-
29900000	44440	Outsourced Maintenance (S)	36,091.93	39,156.66	44,650.51	19,272.50	60,000.00	60,000.00	60,000.00	-
Subtotal			\$ 97,262.85	\$ 90,782.92	\$ 110,633.49	\$ 43,566.84	\$ 128,100.00	\$ 127,996.00	\$ 128,000.00	\$ -
Capital Expenditures										
29900000	45590	Capital Purchase	\$ 21,866.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ 21,866.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Charges										
29900000	47740	Travel, Training & Dues	\$ 3,282.37	\$ 3,347.74	\$ 463.07	\$ 4,082.50	\$ 7,100.00	\$ 6,900.00	\$ 6,900.00	\$ -
29900000	47760	Uniforms & Safety Items	8,041.54	8,602.29	10,621.16	2,791.10	7,200.00	3,950.00	3,950.00	-
29900000	47775	Fuel Inventory Variance	17,140.09	4,837.13	1,376.14	-	-	-	-	-
29900000	47776	Parts/Fluid Inventory Variance	13,561.27	(4,212.33)	13,501.26	8,524.37	-	-	-	-
29900000	47790	Interest Lease Expense	-	279.64	482.06	199.10	600.00	250.00	250.00	-
Subtotal			\$ 42,025.27	\$ 12,854.47	\$ 26,443.69	\$ 15,597.07	\$ 14,900.00	\$ 11,100.00	\$ 11,100.00	\$ -
Vehicle Maintenance Service Fund Total			\$ 1,071,808.90	\$ 950,405.58	\$ 1,004,602.88	\$ 489,287.61	\$ 1,163,000.00	\$ 1,167,244.00	\$ 1,209,000.00	\$ -
Non Budgeted Expense										
2900000	47780	Depreciation Expense	\$ 16,047.00	\$ 16,047.00	\$ 16,047.00	\$ -	\$ -			
FY 22/23 Total			\$ 1,087,855.90	\$ 966,452.58	\$ 1,020,649.88	\$ 489,287.61	\$ 1,163,000.00	\$ 1,167,244.00	\$ 1,209,000.00	\$ -
(S) indicates those line items that reimburse the Internal Service Funds.										



# 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 8, 2022  
**SUBJECT:** 2022 Algonquin Summer Concerts

A summer time favorite for many residents and visitors are the Summer Concerts. The concerts are held in Towne Park and will begin June 16 running through August 4 from 7:00-8:30p. In addition to the musical lineup, staff is working with local restaurants to provide food service during the duration of each concert.

Kindly review the 2022 lineup:

Date	Band Name	Music Type
June 16	Pino Farina Band	Alternative/Classic Rock
June 23	Hi Fi Superstar	70s – Today
June 30	Hillbilly Rockstarz	Country
July 7	Soul 2 the Bone	Motown, R&B, Jazz
July 14	Final Say	Top 40 Classics
July 21	How Rude	90s Band
July 28	<i>Johnny Russler Beach Band*</i>	<i>Beach/Island</i>
August 4	Libido Funk Circus	Rock/Dance/Funk

*\*July 28 concert to be held at Spella Park as part of the Founders' Day Festival.*

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. If feasible and safe to do so, we are proactively requesting a waiver to invite a food vendor pursuant to Section 34.12 of the Algonquin Municipal Code, to sell food and drink products during the Thursday evening concerts at Towne 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.

CC: Michael Kumbera, Assistant Village Manager  
John Bucci, Chief of Police



**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, 2022  
**SUBJECT:** Affiliate Agreements

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Attached are the agreement renewals with the Algonquin Area Youth Organization (AAYO), Algonquin Lake in the Hills Soccer Association (ALITHSA), and the Trails Swim Team. Each of these organizations continue to provide organized recreation to the Algonquin community 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 as well as a fixed tournament charge per day for staff expense.

The proposed agreement for Trails Swim Team, Inc. is also attached. In exchange for use of Lions-Armstrong Memorial 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 \_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, 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 at minimum the code of Conduct must meet the provisions in 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

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 or 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**.



- 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	Statutory Limits
Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$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.

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 22<sup>nd</sup> 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

**CODE OF CONDUCT:** Exhibit B

### **AFFILIATE ORGANIZATION:**

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

Village of Algonquin

AAYO

\_\_\_\_\_  
Printed Name of Authorized Signature

\_\_\_\_\_  
Printed Name of Authorized Signature

Title:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit A: Approved Field Locations & User Fees for 2022, 2023 & 2024 Seasons

### Approved Field Locations for 2022, 2023 & 2024 Seasons

Location	Maximum Number of Players During Permitted Time of Use	Areas of Use	Date/Time of Use
Algonquin Lakes Park 700 Lake Plumleigh Way Algonquin, IL 60102	100	Baseball/Softball Fields	4/1-11/1 M-F 4:00pm-Dusk 4/1-11/1 Sat 8:00am-Dusk 4/1-11/1 Sun 8:00am - Dusk
*Gaslight Park 700 Terrace Drive Algonquin, IL 60102	60	Baseball/Softball Fields	4/1-11/1 M-F 4:00pm-Dusk 4/1-11/1 Sat 8:00am-Dusk 4/1-11/1 Sun 8:00am - Dusk
Holder Park 1040 Timberwood Lane Algonquin, IL 60102	100	Baseball/Softball Fields	4/1-11/1 M-F 4:00pm-Dusk 4/1-11/1 Sat 8:00am-Dusk 4/1-11/1 Sun 8:00am - Dusk
*Jaycees Field 1295 Parkwood Circle Algonquin, IL 60102	60	Baseball/Softball Fields	4/1-11/1 M-F 4:00pm-Dusk 4/1-11/1 Sat 8:00am-Dusk 4/1-11/1 Sun 8:00am - Dusk
Kelliher Park 800 Square Barn Road Algonquin, IL 60102	100 on each field	Baseball/Softball Fields	4/1-11/1 M-F 4:00pm-Dusk 4/1-11/1 Sat 8:00am-Dusk 4/1-11/1 Sun 8:00am - Dusk
*Presidential Park 700 Highland Avenue Algonquin, IL 60102	100 on each field	Baseball/Softball Fields	4/1-11/1 M-F 4:00pm-Dusk 4/1-11/1 Sat 8:00am-Dusk 4/1-11/1 Sun 8:00am - Dusk
Snapper Field 599 Longwood Drive Algonquin, IL 60102	60	Baseball/Softball Fields	4/1-11/1 M-F 4:00pm-Dusk 4/1-11/1 Sat 8:00am-Dusk 4/1-11/1 Sun 8:00am - Dusk
Willoughby Farms Park 2001 Wynnfield Drive Algonquin, IL 60102	60	Baseball/Softball Fields	4/1-11/1 M-F 4:00pm-Dusk 4/1-11/1 Sat 8:00am-Dusk 4/1-11/1 Sun 8:00am - Dusk

*\*Location may experience closure during timeframe of this agreement. The Village will notify AAYO regarding timeframes for closures.*

### User Fees For 2022, 2023 & 2024 Seasons

The following are the User Fees that will be assessed annually by the Village for use of the facilities as indicated above:

2022		2023	2024
\$14 per participant		\$14.50 per participant	\$15 per participant
<i>Tournament Charge (Per site, per day)</i>	<i>\$85.00</i>		
<i>Kelliher Light Charge (Hourly rate)</i>	<i>\$25.00</i>		

# Village of Algonquin & Algonquin Area Youth Organization

## Code of Conduct for the 2022, 2023 & 2024 Seasons

### General Information:

- The Village of Algonquin and the Algonquin Area Youth Organization both have liaisons to help consolidate the communication between each organization. Please speak directly with your agency's liaison with any questions and/or concerns.
- If weather looks questionable or is inclement, practice may be cancelled or delayed. Please follow your organization's policy for checking the status of practice/games. **DO NOT CALL THE VILLAGE HALL.**

### AAYOs Good Sportsmanship Policy for Participants, Coaches & Spectators:

The Algonquin Area Youth Organization is designed to accommodate and encourage equal participation and opportunity for all, while providing an instructional experience in a safe environment. In an effort to provide such, it is imperative for all participants, coaches, and spectators to demonstrate positive behaviors during all practices, games, and events of the baseball team. We ask that all participants, coaches, and spectators demonstrate the following:

- Be on-time and present for all practices, warm-ups, meets, and other team activities.
- Follow the directions of the coaching staff during practice, games, and other team activities.
- Display proper respect and sportsmanship toward coaches, officials, and administrators, fellow competitors, parents, and the public.
- Promote positive team spirit and morale, which includes being humble in victory and courageous in defeat. Deal justly, kindly, impartially, and intelligently with all fellow team members.
- Refrain from all illegal or inappropriate behaviors that would detract from a positive image of the team or be detrimental to its performance objectives.
- Not possess, sell, or use alcohol, tobacco, controlled substances, or any non-prescribed drugs. This behavior is not tolerated.
- Not remove or take any article that does not belong to them, such as clothing, jewelry, or money.

It is especially critical for parents and/or spectators to promote healthy participation and sportsmanship. Positive verbal praise and correction is the best gift of motivation you can give to your participant. Avoid using negative statements or bribes as encouragement. Likewise, overzealous parents and/or spectators that are detrimental or embarrassing to our team will not be tolerated. Parents and/or spectators who have questions and/or concerns shall express them directly with the Head Coach at a time that is appropriate and does not interfere with practice and/or meet time.

### Village of Algonquin Facility Guidelines:

Participants and spectators of participants are expected to exhibit appropriate behavior at all times, as well as respect the posted facility rules and general guidelines for the facility you are visiting. The following guidelines have been developed to ensure all participants, coaches, visitors, and spectators are able to safely enjoy the facility.

- Parents and/or guardians are responsible for supervising their children.
- Inappropriate behavior, swearing, weapons, and/or abusive language will not be tolerated. Any displays of these types of behavior may result in a participant or spectator from being removed from the facility.
- **Respect the property of the Village of Algonquin and any other facility the team may visit or use. No player shall tamper with or cause damage to any such facility.**
  - Participants, spectators, coaches, and visitors shall not hang on or sit on fences, gates, or other facility fixtures.
  - Parking is to be in compliance with all local, state, and federal guidelines. **Parking is not permitted on the sidewalk, grass, basketball court, or any other areas not deemed as an appropriate parking area. Illegal parking will be reported to and enforced by local law enforcement.**
  - **All bathroom activities must occur within the restrooms made available on-site. Urination or defecation on the facility or in surrounding public areas is strictly prohibited and will be reported to and enforced by local law enforcement.**
- All equipment is to be picked up and removed from the site at the conclusion of all practices, games, and scrimmages.
- All trash and debris must be removed and/or disposed of in the proper locations at the end of all facility use.
- The Village of Algonquin and the Algonquin Area Youth Organization are not responsible for any lost or stolen goods.
- Outside food and non-alcoholic beverages are permitted at the facility, but must not be left at the facility.
- Spectators are to stay within the areas outlined by the AAYO Baseball Team. Spectators shall not interfere with the coaching of their child during practice and/or game times.
- Smoking is not permitted in or within 15 feet of the facility.
- Participants, spectators, coaches, and visitors will abide by and enforce all federal, state, and local laws.
- Additional guidelines may be added as deemed necessary.

### Acknowledgement:

Your signature of the document constitutes unconditional agreement to comply with the AAYOs and the Village of Algonquin Code of Conduct.

Failure to comply with this Code of Conduct may result in, but not necessarily be limited to:

- Players and/or spectators not being allowed to participate in some or all team activities.
- Players and/or spectators immediately being sent home.
- Players and/or spectators being temporarily or permanently dismissed from the team without refund for team and/or entry fees.
- Players being disqualified from one or more events.

The Head Coach and the AAYOs Board will make the final decision in matters of discipline or dismissal based on the degree of violation of the above code by the participant or parent (s).

Participant's Name (please print)

Parent's/Guardian's Name (please print)

Participant's Signature

Parent's/Guardian's Signature

Date

Coach's Signature

## AFFILIATE ORGANIZATION AGREEMENT

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

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, 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 at minimum the code of Conduct must meet the provisions in 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

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 or 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 Statutory Limits
  - Each Accident \$100,000
  - Disease-Policy Limit \$500,000
  - Disease-Each Employee \$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 22<sup>nd</sup> 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**

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

**GENERAL CONDITIONS**

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- 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**

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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

**CODE OF CONDUCT:** Exhibit B

**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

\_\_\_\_\_  
Printed Name of Authorized Signature

Title:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit A: Approved Field Locations & User Fees for 2022, 2023, & 2024 Seasons

### Approved Field Locations for 2022, 2023, & 2024 Seasons

The following areas are permitted for play by the Algonquin Lake in the Hills Soccer Association during the 2022, 2023 & 2024 seasons:

Location	Maximum Number of Players During Permitted Time of Use	Areas of Use	Date	Day/Time
Kelliher Park 800 Square Barn Road Algonquin, IL 60102	50	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-dusk Sat 8:00am-dusk Sun 8:00am-dusk M-F 4:00pm-dusk Sat 8:00am-dusk Sun 8:00am-dusk
*Presidential Park 700 Highland Avenue 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-dusk Sat 8:00am-dusk Sun 8:00am-dusk M-F 4:00pm-dusk Sat 8:00am-dusk Sun 8:00am-dusk

*\*Location may experience closure during timeframe of this agreement. The Village will notify AAYO regarding timeframes for closures.*

### User Fees For 2022, 2023, & 2024 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:

2022		2023	2024
\$14 per participant		\$14.50 per participant	\$15 per participant
<i>Tournament Charge (Per site, per day)</i>	<i>\$85.00</i>		
<i>Kelliher Light Charge (Hourly rate)</i>	<i>\$25.00</i>		



# Village of Algonquin & Algonquin Lake in the Hills Soccer Association

## Code of Conduct for the 2022, 2023 & 2024 Seasons

### General Information:

- The Village of Algonquin and the Algonquin Lake in the Hills Soccer Association both have liaisons to help consolidate the communication between each organization. Please speak directly with your agency's liaison with any questions and/or concerns.
- If weather looks questionable or is inclement, practice may be cancelled or delayed. Please follow your organization's policy for checking the status of practice/games. **DO NOT CALL THE VILLAGE HALL.**

### ALITHSAs Good Sportsmanship Policy for Participants, Coaches & Spectators:

The Algonquin Lake in the Hills Soccer Association is designed to accommodate and encourage equal participation and opportunity for all, while providing an instructional experience in a safe environment. In an effort to provide such, it is imperative for all participants, coaches, and spectators to demonstrate positive behaviors during all practices, games, and events of the soccer team. We ask that all participants, coaches, and spectators demonstrate the following:

- Be on-time and present for all practices, warm-ups, meets, and other team activities.
- Follow the directions of the coaching staff during practice, games, and other team activities.
- Display proper respect and sportsmanship toward coaches, officials, and administrators, fellow competitors, parents, and the public.
- Promote positive team spirit and morale, which includes being humble in victory and courageous in defeat. Deal justly, kindly, impartially, and intelligently with all fellow team members.
- Refrain from all illegal or inappropriate behaviors that would detract from a positive image of the team or be detrimental to its performance objectives.
- Not possess, sell, or use alcohol, tobacco, controlled substances, or any non-prescribed drugs. This behavior is not tolerated.
- Not remove or take any article that does not belong to them, such as clothing, jewelry, or money.

It is especially critical for parents and/or spectators to promote healthy participation and sportsmanship. Positive verbal praise and correction is the best gift of motivation you can give to your participant. Avoid using negative statements or bribes as encouragement. Likewise, overzealous parents and/or spectators that are detrimental or embarrassing to our team will not be tolerated. Parents and/or spectators who have questions and/or concerns shall express them directly with the Head Coach at a time that is appropriate and does not interfere with practice and/or meet time.

### Village of Algonquin Facility Guidelines:

Participants and spectators of participants are expected to exhibit appropriate behavior at all times, as well as respect the posted facility rules and general guidelines for the facility you are visiting. The following guidelines have been developed to ensure all participants, coaches, visitors, and spectators are able to safely enjoy the facility.

- Parents and/or guardians are responsible for supervising their children.
- Inappropriate behavior, swearing, weapons, and/or abusive language will not be tolerated. Any displays of these types of behavior may result in a participant or spectator from being removed from the facility.
- **Respect the property of the Village of Algonquin and any other facility the team may visit or use. No player shall tamper with or cause damage to any such facility.**
  - Participants, spectators, coaches, and visitors shall not hang on or sit on fences, gates, or other facility fixtures.
  - Parking is to be in compliance with all local, state, and federal guidelines. **Parking is not permitted on the sidewalk, grass, basketball court, or any other areas not deemed as an appropriate parking area. Illegal parking will be reported to and enforced by local law enforcement.**
  - **All bathroom activities must occur within the restrooms made available on-site. Urination or defecation on the facility or in surrounding public areas is strictly prohibited and will be reported to and enforced by local law enforcement.**
- All equipment is to be picked up and removed from the site at the conclusion of all practices, games, and scrimmages.
- All trash and debris must be removed and/or disposed of in the proper locations at the end of all facility use.
- The Village of Algonquin and the Algonquin Lake in the Hills Soccer Association are not responsible for any lost or stolen goods.
- Outside food and non-alcoholic beverages are permitted at the facility, but must not be left at the facility.
- Spectators are to stay within the areas outlined by the ALITHSA Soccer Team. Spectators shall not interfere with the coaching of their child during practice and/or game times.
- Smoking is not permitted in or within 15 feet of the facility.
- Participants, spectators, coaches, and visitors will abide by and enforce all federal, state, and local laws.
- Additional guidelines may be added as deemed necessary.

### Acknowledgement:

Your signature of the document constitutes unconditional agreement to comply with ALITHSAs and the Village of Algonquin Code of Conduct.

Failure to comply with this Code of Conduct may result in, but not necessarily be limited to:

- Players and/or spectators not being allowed to participate in some or all team activities.
- Players and/or spectators immediately being sent home.
- Players and/or spectators being temporarily or permanently dismissed from the team without refund for team and/or entry fees.
- Players being disqualified from one or more events.

The Head Coach and the ALITHSA Board will make the final decision in matters of discipline or dismissal based on the degree of violation of the above code by the participant or parent (s).

\_\_\_\_\_  
Participant's Name (please print)

\_\_\_\_\_  
Parent's/Guardian's Name (please print)

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Parent's/Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coach's Signature

## **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, 2022 through December 31, 2025.

#### **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**:

2022: \$15,500  
2023: \$15,750  
2024: \$16,000  
2025: \$16,250

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:

2022: First Invoice Sent by May 31, 2022  
Second Invoice Sent after the last day of Trails Swim Team Practice  
2023: First Invoice Sent by May 31, 2023  
Second Invoice Sent after the last day of Trails Swim Team Practice  
2024: First Invoice Sent by May 31, 2024  
Second Invoice Sent after the last day of Trails Swim Team Practice  
2025: First Invoice Sent by May 31, 2025  
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:

2022: January 31, 2022

2023: January 31, 2023

2024: January 31, 2024

2025: January 31, 2025

## **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 **LESSEE** 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, or designee. 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:

2022: \$44.00/hour  
2023: \$46.00/hour  
2024: \$48.00/hour  
2025: \$50.00/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 Harnish Drive, Algonquin, IL 60102.

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, or designee.

### **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 INFIRELANES 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. 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  
Attn: Recreation  
2200 Hamish Drive  
Algonquin, IL 60102

### **LESSEE:**

The Trails Swim Team, Inc.  
Attn: 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**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

DATE: February 4, 2022

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *Authorize Vendor Agreement for LIHWAP - Low Income Household Water Assistance Program*

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Staff researched a new federal COVID-19 relief program to assist families with paying their water bills, avoid shutoffs, and support household water system reconnections related to non-payment. This program would be applicable to Algonquin water and sewer customers, and is similar to Low Income Home Energy Assistance Program (LIHEAP) for gas and electric.

To participate, the local administering agency (McHenry County Housing Authority) is requiring the attached agreement to be executed.

This program will compliment the existing portfolio of assistance the Village provides to its utility customers who are experiencing hardships or other extenuating circumstances.

**Recommendation**

Staff recommend that the Committee of the Whole forward this item to the Village Board for approval by Resolution at their meeting on March 1, 2022.

C: Corinne Gerstmayr, Utility Billing Coordinator

## **VENDOR AGREEMENT**

This agreement, dated as of \_\_\_\_\_, 2022, is entered into by and between McHenry County Housing Authority, (Agency), and \_\_\_\_\_, a supplier of home water and/or waste water, (Vendor).

### **PURPOSE**

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

### **AGENCY RESPONSIBILITIES**

The Agency shall:

- Accept and review client applications and determine eligibility of households for payments.
- Submit applications subject to available funding to the Department for eligible households according to LIHWAP guidelines.
- Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.

### **VENDOR RESPONSIBILITIES**

The Vendor shall:

- Provide an invoice that clearly states the cost of the water and/or wastewater service and fees only.
- Accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services for customers identified to receive such benefits.
- Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, late fees, or arrearages to eliminate the amount owed by the customer for a period determined by the amount of the benefit.
- Notify the customer of the amount of benefit payment applied to the customer's billing.
- Refund any payments made in error to the LIHWAP agency who made the payment on behalf of the customer.
- Keep customer records confidential.
- Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.
- Make records available for review by authorized staff of the Department of Commerce and Economic Opportunity, Office of Community Assistance.

## REQUIRED RECORDS FOR AUDIT PURPOSES

- The vendor will keep records showing the following:
- Name and address of households who received assistance payments.
- Amount of assistance to each household.
- Source of payment.

## OTHER PROVISIONS

### Term of Agreement

This agreement is effective from the date of execution.

### Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

### Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

### Agency

Signature\_\_\_\_\_

Date\_\_\_\_\_

Printed Name\_\_\_\_\_

Name of Company McHenry County Housing Authority

### Vendor

Signature\_\_\_\_\_

Date\_\_\_\_\_

Printed Name\_\_\_\_\_

Name of Company\_\_\_\_\_

***The date of this agreement is September 1, 2021 through September 30, 2023***