

**PUBLIC MEETING NOTICE AND AGENDA  
VILLAGE OF HUNTLEY  
VILLAGE BOARD**

**THURSDAY, SEPTEMBER 24, 2015  
7:00 P.M.**



1. Call to Order
2. Pledge of Allegiance
3. Public Comments
4. Consent Agenda:  
(All items listed under Consent Agenda have been discussed at the Committee of the Whole and may be approved/accepted by one motion. The Village Clerk will number all Ordinances and Resolutions in order, following approval)
  - a) Approval of August 27, 2015 Village Board Meeting Minutes
  - b) Approval of the September 24, 2015 Bill List in the Amount of \$1,025,706.68
  - c) Referral of a Proposed Final Planned Unit Development for an  $\pm 80,000$  Square Foot Medical Office Building, Modifications to the Ambulatory Care Mall and New Maintenance Building for the Centegra Medical Campus and Referral to the Plan Commission to begin the Formal Development Review Process
  - d) Approval of a Resolution Authorizing a Professional Services Agreement with Engineering Enterprises, Inc. of Sugar Grove, IL for the Wastewater System Regulatory Planning Documents and FY15 Budget Amendment
  - e) Approval of Payout Request No. 1 in the amount of \$53,890.90 to Acres Group for the 2015 Spring 50/50 Parkway Tree Replacement Program
5. Items Removed from the Consent Agenda
  - a) Approval of August 20, 2015 Committee of the Whole
6. Items for Discussion and Consideration
  - a) Approval of Fiscal Year 2016 Budget Calendar and Process
  - b) Approval of a Resolution Authorizing the Execution of a Contractual Agreement for the Chief of Police
7. Village Attorney's Report
8. Village Manager's Report

9. Village President's Report

10. Unfinished Business

11. New Business

12. Executive Session

- a) Probable or Imminent Litigation and Pending Litigation
- b) Contractual
- c) Property Acquisition, Purchase, Sale or Lease of Real Estate
- d) Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the Village of Huntley
- e) Collective Bargaining
- f) Appointment, Discipline or Removal of Public Officers
- g) Appointment of a Public Officer
- h) Review of Closed Session Minutes
- i) Other

13. Possible Action on any Closed Session Item

14. Adjournment

MEETING LOCATION  
Village of Huntley Municipal Complex  
10987 Main Street  
Huntley, IL 60142

The Village of Huntley is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, are requested to contact Mr. David Johnson, Village Manager at 847-515-5200. The Village Board Room is handicap accessible.



David J. Johnson, Village Manager

Agenda Item:           **Fiscal Year 2016 Budget Calendar**

Department:           **Village Manager's Office**

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**Introduction**

To commence the FY2016 budget process, Staff will present and review the proposed Budget Calendar.

**Staff Analysis**

Pursuant to State Statutes, dates are included showing when all applicable notices are to be published to conduct the levy and budget hearing.

The FY2016 Budget Calendar is included for review and consideration by the Village Board.

**Financial Impact**

Not applicable.

**Legal Analysis**

Not applicable.

**Action Requested**

Policy direction to proceed with the FY2016 budget calendar as proposed.

**Exhibits**

- Proposed FY2016 Budget Calendar and Process

## FISCAL YEAR (FY) 2016 BUDGET CALENDAR AND PROCESS

September 18, 2015	Major Capital Projects / Purchases Worksheets due from Department Heads
September 24, 2015	FY16 Budget Calendar and Process reviewed at Village Board meeting
October 8, 2015	Financial Policies (outstanding debt balances, one time transfer history, TIF information and debt per capita data), Summary of Funds, Current Personnel Data, and Master Organizational Chart review  Policy Direction requested from Board regarding the Tax Levy
October 22, 2015	Review of On-Going Services and Programs, Major Capital Revenue Sources, and Preliminary Capital Requests from Departments
Oct 26 - Oct 30, 2015	Draft Budget compilation by Staff
November 2 - 6, 2015	Staff Budget Review
November 9 - 13, 2015	Staff Budget Revision
November 12, 2015	Property Tax Levy Resolution (20 days before adoption)
November 16 - 19, 2015	Staff review and finalization of proposed budget
November 20, 2015	Distribute proposed budget to Mayor and Board of Trustees
December 3, 2015	Staff to Publish Property Tax Levy Hearing Notice (Must appear no more than 14 days and no less than 7 days prior to hearing) Staff to Publish Budget Hearing Notice
December 7 - 10, 2015	Village Board Breakdown Sessions
December 8, 2015	Budget Workshop <i>if necessary</i>
December 10, 2015	Public Hearing - FY16 Proposed Budget Public Hearing - 2015 Property Tax Levy Additional Village Board Discussion Village Board Consideration of FY16 Budget Village Board Consideration of 2015 Tax Levy (levy finances FY16 budget)
December 18, 2015	File Property Tax Levy with Both Counties

Agenda Item:           **Consideration of a Resolution Authorizing the Execution of a Contractual Agreement for the Chief of Police**

Department:           **Village Manager's Office**

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**Introduction**

Police Chief John Perkins announced his retirement in May, with an effective date of September 30, 2015.

**Staff Analysis**

To replace Chief Perkins, the Village conducted a search for a new police chief and is pleased to announce the selection of Robert Porter, currently Chief of Police in Downers Grove and past president of the Illinois Chiefs of Police Association. Porter will assume the duties of Police Chief in Huntley on October 12, 2015.

**Legal Analysis**

The Village Attorney has reviewed the agreement.

**Action Requested**

A motion is requested of the Village Board to Approve a Resolution Authorizing the Execution of a Contractual Agreement for the Chief of Police.

**Exhibits**

- Draft Resolution

**RESOLUTION APPROVING A  
VILLAGE OF HUNTLEY  
CONTRACTUAL AGREEMENT**

**Resolution (R)2015-09.\*\*\***

WHEREAS, the Village of Huntley has considered the Contractual Agreement for the Chief of Police; and

WHEREAS, the Village of Huntley reviewed said agreement and finds it to be in accordance with the negotiations of the parties and has determined that it is in the best interest of the Village to execute this Contractual Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley adopts and approves the execution of the Contractual Agreement for the Chief of Police, a copy of which is attached hereto.

SECTION II: The Village Manager is authorized to execute the Contractual Agreement and Village Clerk is directed to place the executed document in the Personnel File.

SECTION III: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SECTION IV: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Hoeft	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Piwko	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 24<sup>th</sup> day of September, 2015.

APPROVED:

ATTEST :

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk



## **VILLAGE OF HUNTLEY EMPLOYMENT AGREEMENT**

This Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_ 2015, by and between the Village of Huntley, State of Illinois, a municipal corporation (hereinafter "VILLAGE") and Robert A. Porter (hereinafter "EMPLOYEE"), both of whom understand as follows:

### **WITNESSETH:**

WHEREAS, Village desires to employ the services of said Robert A. Porter as Chief of Police; and

WHEREAS, it is the desire of the Village to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Village to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future employment security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and (4) to provide a just means for terminating Employee's services; and

WHEREAS, Employee accepts employment as Chief of Police of the Village of Huntley.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1: Duties.** Village hereby agrees to employ Robert A. Porter as Chief of Police, and Employee agrees to perform the functions and duties as required by the ordinances, rules and regulations of the Village and as may be assigned, and to perform other associated and legally required duties and functions as the Village Manager shall direct and from time to time assign to Employee. Employee agrees to perform all such functions and duties faithfully, competently, professionally and promptly.

**SECTION 2: Term.**

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village to terminate the services of the Employee at any time, subject only to the provision set forth in Section 4, paragraphs A and B of this Agreement and state law.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Village, subject only to the provisions set forth in Section 4, paragraph D of this Agreement.
- C. Employee agrees to remain the exclusive employee of the Village until April 30, 2017 and neither to accept other employment nor to become employed by any other Village until said termination date unless this Employment Agreement is terminated as provided herein.
- D. In the event written notice is not given by either party to this Agreement to the other one hundred twenty (120) days prior to the termination date as hereinabove provided, the Agreement shall be extended for a period of two years. Said Agreement shall continue thereafter for two-year periods unless either party hereto gives one hundred twenty (120) days written notice to the other party that the party does not wish to extend this Agreement for an additional two year term.

The term “employed” shall not be construed to include occasional teaching, writing or consulting performed on Employee’s time off.

**SECTION 3: Suspension.** Village may suspend the Employee, without pay and benefits, at any time during the term of this Agreement if, after a hearing, the Village Manager finds just cause for suspension. Employee shall be given written notice of the charges at least five (5) days prior to such hearing. “Just cause” for purposes of suspension shall include, but not limited to, any of the following:

- A. Failure or refusal to follow or implement any lawfully promulgated policy of the Board.
- B. Excessive and unexcused absenteeism; and
- C. Failure to perform duties under this Agreement where such failure is not sufficient to warrant termination.

**SECTION 4: Termination and Severance Pay.**

- A. The Village Manager may terminate the employment of the Employee by advising him, in writing, certified mail, return receipt requested, or by personal service of termination. In event said termination occurs while Employee is willing and able to perform the duties of Chief of Police, said termination shall be subject to the requirement that the Village shall compensate Employee in a sum equal to six (6) months’ salary as severance pay. Said compensation shall be based upon Employee’s salary at the time of

termination and shall be paid in one lump sum. In addition, the Village shall maintain in full force and effect all existing (as of the day immediately prior to termination hereunder) health insurance and life insurance policies for Employee and his dependents for a six (6) month period after the date of termination. The Village will be responsible for paying the premiums associated with these policies.

- B. In the event any of the following occur, Employee, at his option and upon written notice to the Village Manager, shall be deemed to have been terminated from his duties as Chief of Police and shall be entitled to the severance benefit provided paragraph A above:
1. The salary or financial benefits of Employee are reduced in a greater percentage that an applicable across-the-board reduction for all Village employees, or the salary or financial benefits of the Employee are not increased in a percentage at least equal to an applicable across-the-board increase for all Village employees;
  2. The Village Manager refuses, upon written notice, to provide the benefits as required in this Agreement;
  3. Employee resigns upon formal request of the Village Manager.
  4. The Village Manager terminates Employee for any reason other than cause.
  5. The Village Manager does not renew Employee's Contract.
- C. Employee shall receive no severance pay as provided in paragraph A of this Section in the event of any of the following:
1. Employee is not willing to perform the duties of Chief of Police.
  2. Employee is terminated because of his conviction of a felony.
  3. During the last month of his employment, Employee fails or refused to facilitate the transition of his replacement.
- D. In the event Employee voluntarily resigns his position with the Village before expiration of the aforesaid term of his employment, Employee shall give Village thirty (30) days written notice in advance, unless the parties otherwise agree. In the event of a voluntary resignation, Employee shall not be entitled to any severance benefits identified herein.

**SECTION 5: Salary.** Village agrees to pay Employee for his services rendered pursuant hereto at an annual salary rate payable in installments at the same time as other employees of the Village are paid beginning October 12, 2015. The Employee's salary shall be reviewed, and, as appropriate, increased annually. Such salary and benefits shall be subject to satisfactory performance of the Employee.

**SECTION 6: Performance Evaluation.** A review and evaluation of Employee's performance shall be conducted at a minimum once annually. Said review and evaluation shall be in accordance with specifications developed jointly by the Village Manager and Employee. The Village shall provide the Employee with written summary of the evaluation and provide an adequate opportunity for Employee to discuss his evaluation with the Village.

**SECTION 7: Outside Activities.** Employee shall not spend more than five (5) hours per week teaching, counseling or other non-Village connected business without the prior approval of the Village Manager.

**SECTION 8: Compensatory Time.** Village shall provide Employee with time off from normal duties as compensation for extended office hours and evening meetings beyond customary duties. The Village shall not be responsible to pay compensatory time for any such time off.

**SECTION 9: Automobile.** The Employee shall have use of a Village-owned automobile within the State of Illinois. Use of a Village-owned vehicle outside of the State of Illinois shall be restricted to official business on behalf of the Village. The Village shall maintain the vehicle and provide fuel for vehicle use for Village business purposes. The Employee shall be responsible for fuel for personal use of the vehicle and any personal use requirements and regulations as provided by law. Village shall provide automobile insurance for this vehicle. Employee acknowledges that said insurance coverage may not cover losses occurring during personal use, and Employee has the option of securing additional automobile insurance coverage at his expense.

**SECTION 10: Vacation, Sick and Personal Benefits.** Beginning October 12, 2015 employee shall be credited four (4) weeks' vacation and 96 hours of sick leave as an advance for the first year of employment. Beginning October 12, 2016 employee shall accrue vacation, sick leave, and personal days on the same basis in accordance with Village Personnel Manual and procedures. At the end of each calendar year, employee shall be allowed to have accumulated vacation time equal to his annual accrual rate. Any unused vacation hours over the annual accrual rate will be paid out unless the Village Manager approves carry over vacation hours in writing.

Employee shall be entitled to health benefits beginning October 12, 2015 as offered by the Village. If Employee elects to remain on his previous employer's plan, the Village will reimburse the Employee for the standard/base medical insurance package offered to other employees, including the contribution on the same basis as may be modified for all other Village employees. Upon separation of employment with the Village of Huntley, Employee shall be eligible for retiree continuation coverage as allowed under State of Illinois statutes.

Village shall provide Employee with term life insurance in an amount equivalent to the annual salary of the Employee. Employee shall be entitled to disability benefits beginning October 12, 2015 as offered by the Village to other department head employees.

**SECTION 11: Uniform and Equipment.** Village shall provide Employee with a complete initial issue of uniforms (both formal and informal), bullet-proof vest, weapon/holster, etc., upon his employment. The annual uniform allowance thereafter shall be included in the department's clothing and uniform budget.

**SECTION 12: Retirement.** Village shall contribute statutorily required amounts to secure Employee's participation in the Village of Huntley Police Pension fund.

**SECTION 13: Professional Development.** The Village shall pay the conference fees for the Employee's attendance at the annual convention of one (1) national and one (1) regional professional association or two (2) regional professional conferences each year. The Employee shall be reimbursed for all reasonable travel, lodging and meal expenses incurred while attending the conventions and meetings in accordance with the Village of Huntley travel policy and is subject to prior approval.

**SECTION 14: Residency Requirement.**

- A. The Employee shall be required to establish residency within the Village of Huntley no later than eighteen (18) months after the initial date of his employment. For purposes of this Section, the Employee shall be considered a resident of the Village of Huntley if his actual permanent and principal home is within the Village and his legal domicile is also in the Village. The Employee shall maintain residence in the Village throughout the duration of his employment as Chief of Police.
- B. The Village shall reimburse the Employee for moving expenses upon submission of the lowest of three competitive quotes obtained by the Employee.

**SECTION 15: Indemnification.** Village shall defend, save harmless and indemnify Employee against any tort, other than intentional torts, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police. Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Village has no duty to defend, save harmless or indemnify Employee for any act or omission constituting bad faith or done with intent.

**SECTION 16: Notice.** Notices pursuant to this Agreement, unless otherwise specified, shall be given in the custody of the United States Postal Service, postage prepaid, addressed as follows:

VILLAGE: David J. Johnson, Village Manager  
Village of Huntley  
10987 Main Street  
Huntley, IL 60142

EMPLOYEE: Robert A. Porter, Chief of Police

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**SECTION 17: General Provisions.**

- A. The text herein shall constitute the entire Agreement between the parties. Nothing herein shall prohibit the parties from negotiating in good faith any issue which may arise regarding the terms and conditions of the Employee's employment. Any amendment of this agreement must be in writing and signed by the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective commencing October 12, 2015.
- D. If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

VILLAGE OF HUNTLEY

EMPLOYEE

\_\_\_\_\_  
David J. Johnson, Village Manager

\_\_\_\_\_  
Robert A. Porter, Chief of Police

Attest:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Date