

**COMMITTEE OF THE WHOLE  
FEBRUARY 20, 2024  
VILLAGE BOARD ROOM  
2200 HARNISH DRIVE, ALGONQUIN  
7:45 P.M.**

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

AGENDA

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*
- 3. Community Development**
- 4. General Administration**
  - A. Consider the 2024 Lunch Concerts & National Night Out Event
  - B. Consider the following Recreation Spring Events:
    - Daytime Egg Hunt - Saturday, March 23, 2024 at Algonquin Lake Park
    - Touch-a-Truck - Saturday, May 4, 2024 at the Public Works Facility
  - C. Presentation for Capital Budget for 2023/2024
    1. Proposed Water and Sewer Improvement and Construction Fund
    2. Proposed MFT and Street Improvement Funds
    3. Proposed Park Improvement Fund
    4. Proposed Natural Area and Drainage Improvement Fund
- 5. Public Works & Safety**
  - A. Consider Certain Vehicles Surplus
  - B. Consider an Amendment to the Agreement with HR Green for the Woods Creek Reach 6&7 Stream Restoration project
  - C. Consider an Agreement with Spring Green for the 2024 Weed Control Services
  - D. Consider an Agreement with RES for the 2024 Natural Area Maintenance
  - E. Consider an Agreement with AT&T for the Dry Utility Relocation Project for Harrison, Washington and Jefferson Streets
  - F. Consider an Agreement with Bulley & Andrews Masonry Restoration for the Mineral Springs Restoration Project
  - G. Consider the 2024 MFT Material and Maintenance Item Expenditures
  - H. Consider an Agreement with Advanced Security Technologies for the Purchase of the Modular Vehicle Barrier 3X System
- 6. Executive Session**
  - A. Land Acquisition
- 7. Other Business**
- 8. Adjournment**



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 13, 2024  
**SUBJECT:** 2024 Lunch Concerts & National Night Out

The Recreation Department is seeking approval for the following special events: Lunch Concerts and National Night Out. Each are described in more detail below.

Lunch Concerts

With the continued partnership with the Algonquin Area Public Library District, the Recreation Department is happy to continue the expanded lunch concerts Friday afternoons. These events invite families, along with their picnic lunch, to enjoy a children’s singer and a variety act during a free performance.

Date	Entertainer	Type	Location	Time
June 12	Scribble Monster	Children’s Singer	Stoneybrook Park	11:00a-12:00p
July 10	Nanny Nikki	Children’s Singer	Hill Climb Park	11:00a-12:00p
August 7	Super Stolie	Children’s Singer	Snappers Field	11:00a-12:00p

National Night Out

National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances. The Police Department is teaming up with Algonquin Recreation to bring this event back to Main Street on Tuesday August 6th between 6:00-9:00pm. This year National Night Out will include live entertainment, games, free snacks, and fun for all ages.

Pursuant to the Algonquin Municipal Code section 31.04, staff is requesting approval to close South Main Street (between Algonquin Road and Washington Street) during the hours of 2:00pm until the conclusion of the event approximately 9:00pm, as needed for National Night Out. In addition, pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village, including concerts and musical performances.

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

C: Michael Kumbera, Assistant Village Manager  
Dennis Walker, Chief of Police



# 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 13, 2024  
**SUBJECT:** Recreation Spring Events

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Algonquin Recreation is organizing the following community events for this upcoming spring:

- **Daytime Egg Hunt** on Saturday, March 23 in Algonquin Lakes Park starting at 10:00a;
- **Touch-a-Truck** event on Saturday May 4 at Public Works garage and parking lot from 10:00a – 1:00p. The first hour of the Touch a Truck (10-11a) will be sensory friendly with no lights, horns or sirens.

Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village. In addition, staff is 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 Saturday, May 4 Touch a Truck event.

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  
Dennis Walker, Chief of Police



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

**- M E M O R A N D U M -**

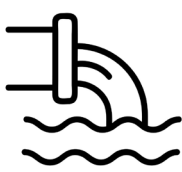
DATE: February 14, 2024  
TO: Committee of the Whole  
FROM: Tim Schloneger, Village Manager  
SUBJECT: Proposed Capital Budget – 2024/2025 Water & Sewer Improvement Fund

**OVERVIEW**

Attached is the proposed budget for the Water and Sewer Improvement and Construction Fund. This fund is intended for the larger capital improvements such as expansion of the water and sewer treatment plants, distribution systems, and smaller expenditures that improve or enhance the existing water and sewer distribution systems overall. The Water and Sewer Improvement and Construction Fund is a capital account with cash reserves that can be accumulated from year to year.

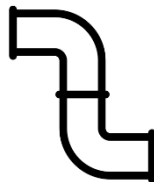
The revenue estimated for this fiscal year is \$6,500,000 (including a transfer of \$4,880,000 from the Water & Sewer Operating Fund), and expenses are budgeted at \$10,687,500. A planned drawdown on cash reserves will balance the fund.

**Village of Algonquin Water and Sewer System**



**1**

Wastewater  
Treatment  
Facility



**139**

Miles of  
Sanitary  
Sewer



**3**

Water  
Treatment  
Plants



**169**

Miles of  
Water Main



**9**

Water  
Wells



**7**

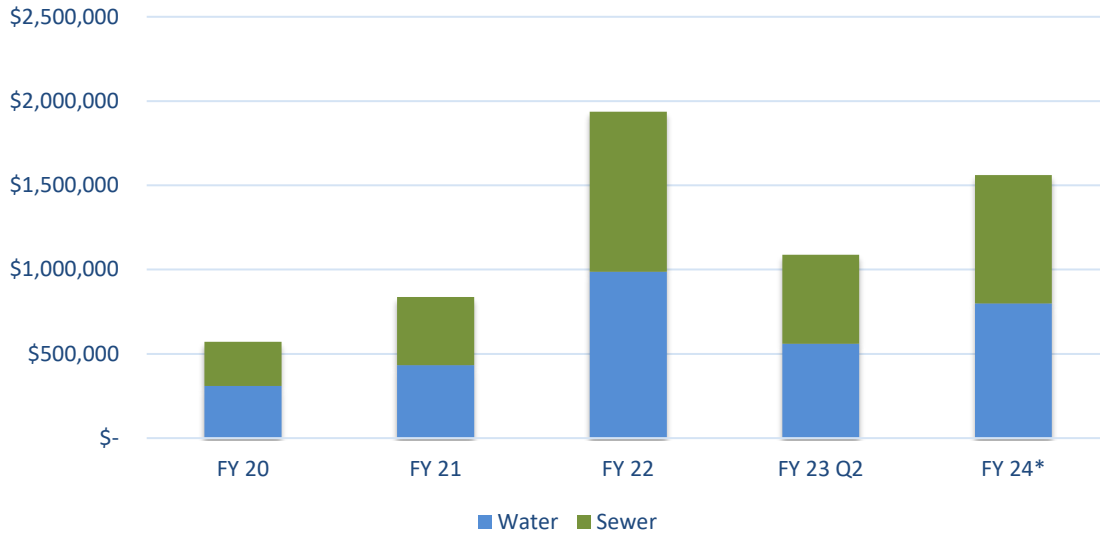
Water  
Storage  
Tanks

**REVENUES - \$6,500,000**

Maintaining safe drinking water and environmentally sound sewer services is one of the most important responsibilities of the Village of Algonquin. As providing water and 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. Water,

sewer and all other utilities are businesses, regardless of who owns them. The village's water and sewer utilities are businesses that just happen to be owned by government.

### Water/Sewer Connection Fee History



**EXPENSES - \$10,687,500**

**ACCOUNT 42230 - LEGAL SERVICES - \$10,000** - This line item covers services required for legal matters associated with water and sewer improvement projects.

**ACCOUNT 42232 - ENGINEERING - \$1,170,000** - This line item provides payment for engineering services for the design, construction oversight, and inspection of projects planned in this fund. Projects include the following:

- Algonquin Shores Lift Station & Force Main - \$100,000 is allocated to complete the design to upgrade the Algonquin Shores Lift Station as identified in the assessment completed by Trotter & Associates in August 2022. The design will include the replacement and upsizing of pumps that are beyond their useful life, bypass pumping capability, access improvements to the grinder hatch, electrical and mechanical upgrades to support new pumps and bypass, and replacement of the backflow preventer to bring the station up to compliance. Funds for construction oversight are budgeted to complete the installation of the 10" force main.
- Biosolids Handling - \$205,000 is allocated for the Biosolids Dewatering Design, which is about 60% complete. The funds are budgeted to complete the design proposed in the next step forward in regards to the replacement of the belt filter press with centrifuge technology. Construction oversight funds are budgeted to start the replacement in fall 2024. Replacing the belt press with a centrifuge will reduce waste disposal costs which have increased by over 30% over the last two years. The centrifuge technology will reduce biosolid waste by over 25% saving on disposal/hauling. Over the life of the centrifuges, this project will save the Village over \$1,000,000.
- Boyer & County Line Road Watermain - \$50,000 is allocated for the continued design of the future water main on Boyer Road from Loren Lane to Corporate

Parkway which will occur concurrently with the Boyer Road Rehabilitation Improvement. The construction of the water main will be completed at the same time as the roadway project.

- Braewood Lift Station & Force Main - \$210,000 is allocated to complete the design of the Braewood Lift Station upgrade. The lift station is currently at capacity following development completed by North Point and the Enclave. Future sites including Algonquin Meadows, the Enclave Residential, and the parcel at the northeast corner of Randall Road and Longmeadow Parkway will all be gravity fed to Braewood Lift Station. In order for those sites to develop, the lift station must be upgraded including new pumps and 16" force main. Additional upgrades include a new flow meter, pavement extension for maintenance access, and significant electrical and mechanical upgrades to support the new pumps and bypass. The funds budgeted for construction oversight are to complete the 1,700-foot force main installation and complete the lift station upgrade.
- Eastgate Water Main Replacement - \$75,000 is allocated for the existing water main along Eastgate Drive is over 65 years old and is made of weak cast iron material. This 1,400-foot section of main has five breaks over the last 15 years. Additionally, it is undersized with a diameter of six inches. Distribution mains in residential areas with proper fire flow protection are recommended to have a diameter of at least eight inches. The new main will be an eight-inch ductile iron water main with new valves, hydrants and an expected lifespan of 75 years. Additionally, the pressure reducing valve (PRV) at the south end of the project will be replaced as part of this project. This project will be coordinated with the roadway replacement to minimize disruption to the residents. Funds are requested for construction oversight of this project.
- High Hill Sanitary Sewer Relocation - \$150,000 is allocated for this project. In 2023, a study was performed to determine the feasibility and a preferred route to relocate the existing sanitary sewer currently located in Ratt Creek between Stonegate Road and Hanson Road. Due to the location of the main, the manholes are often under water. When maintenance is required to these pipes and structures, it is extremely difficult to access. Additionally, a significant amount of inflow and infiltration (I&I) enters this section of main. These funds are requested to begin design of the sewer main relocation. This work must occur prior to the future creek restoration along this section of Ratt Creek.
- Souwanas & Schuett Streets - \$80,000 is allocated for this project which is being partially funded by Surface Transportation fund through the Chicago Metropolitan Agency for Planning (CMAP) and the McHenry Council of Mayors (MCCOM) in the amount of \$1,500,000, with the difference to complete the work being funded through local Street Improvement funds. The project involves narrowing the existing roadway, replacement of all curb & gutter, partial replacement of sanitary sewer on Souwanas, and watermain replacement on Schuett (which will be budgeted in W&S Improvement Fund), storm sewer repair, and replacement of the failed box culvert on Souwanas.
- Towne Park Watermain - \$10,000 is allocated for the construction oversight for the water main improvement under Crystal Creek connecting two dead end mains at the

northeastern quadrant of Towne Park. The funds budgeted are for construction retainage.

- Water System Master Plan Update - \$60,000 is budgeted for this update. Our current Master Plan was done in 2012. It is suggested that these master plans be updated every 10 years to keep abreast of additions and changes in the water system and Environmental Protection Agency (EPA) regulations. Having current plans and costs also helps to get low interest loans from the Illinois Environmental Protection Agency (IEPA). The funds budgeted are complete the ongoing Master Plan that began last fiscal year.
- Wecks Subdivision Improvements - \$50,000 is allocated to begin Phase 1 engineering services for Weck's Subdivision. The area proposed to be constructed is the entire road network of Weck's Subdivision south of Algonquin Road, east of Longwood Drive, including Longwood Drive, and south to, and including, Washtenaw Lane. The money proposed in this fund will be used for a water main assessment and plan for replacement and study to determine the feasibility of relocating the rear yard sanitary sewers into the right-of-way.
- WTP 1&2 Roof & Aerator Replacement - \$130,000 is allocated for construction engineering services to replace the leaking roof and aging aerators. The aerator replacements for both treatment plants will match the aerators used at Water Treatment Plant (WTP) #3 for efficiency, consistency, and ease of part replacements.
- Contract Engineer - \$50,000 is allocated for onsite engineering services to assist staff in managing the large number of requests for proposals (RFP) and contracts that will be flowing through the Public Works Administration offices over the next several years. The scope of services for this individual may include generation of RFPs for design and field services, plan review and comment, customer service and correspondence, and contract administration. The contract engineer will be under the direction of the Village Engineer. This budget has been cut in half from last fiscal year and reduced by nearly 75% since 2022 with the addition of the in-house engineering staff.

#### **ACCOUNT 43370 – INFRASTRUCTURE MAINTENANCE - \$760,000**

- Huntington Standpipe Repair & Maintenance - \$750,000 is allocated for this program which starts with a complete renovation of the tower to bring it to baseline condition. Once the tank is to a baseline condition, a maintenance program is implemented that involves annual draining, cleaning, and inspections. Next fiscal year, the Huntington Standpipe will be renovated and receive a new mixer.
- WWTP 6B Naturalization Maintenance - \$10,000 is allocated for the final year of the three-year establishment of the native seeding at the Wastewater Treatment Plant (WWTP).

#### **ACCOUNT 44416 – COLLECTION SYSTEM MAINTENANCE - \$600,000**

- Sanitary Sewer Rehabilitation - \$600,000 is allocated for this ongoing program to identify and correct failures in the sanitary sewer collection system derived from sanitary sewer studies in order to prolong the life cycle and reduce routes of inflow

and infiltration. Work includes potential manhole rehabilitation, sanitary sewer line replacements, and cured-in-place pipe (CIPP), or lining of sanitary sewer pipe.

#### **ACCOUNT 45520 – WATER TREATMENT PLANT - \$1,865,000**

- WTP #2 Water Softener Media Replacement - \$15,000 is allocated to close out this project which is complete. The funds requested for next fiscal year are for retainage to be released upon final acceptance.
- WTP #1 & #2 Aerator & Roof Replacement - \$1,850,000 is allocated for construction to replace the leaking roof and aging aerators at both treatment plants. The aerator replacements for both treatment plants will match the aerators used at WTP #3 for efficiency, consistency, and ease of part replacements.

#### **ACCOUNT 45526 – WASTEWATER COLLECTION - \$3,775,000**

- Algonquin Shores Lift Station & Force Main - \$425,000 is allocated to complete construction of the Algonquin Shores Lift Station force main replacement. An 800-foot section of the existing force main is undersized and was installed in 1980. The remainder of the force main was replaced and upsized to a 10" main in 2000. The existing 6" main which was exposed during the Souwanas Trail project showed significant corrosion and clogging of the old 6" main. This project will upsize the remaining section of main to a 10" to improve flows and reliability.
- Braewood Lift Station & Force Main - \$2,100,000 is allocated to complete construction of the Braewood force main installation and Lift Station upgrade. The lift station is currently at capacity following development completed by North Point and the Enclave. Future sites including Algonquin Meadows, the Enclave Residential, and the parcel at the northeast corner of Randall Road and Longmeadow Parkway will all be gravity fed to Braewood Lift Station. In order for those sites to develop, the lift station must be upgraded including new pumps and 1,700 feet of new 16-inch force main. Additional upgrades include a new flow meter, pavement extension for maintenance access, and significant electrical and mechanical upgrades to support the new pumps and bypass.
- Souwanas & Schuett Streets - \$1,250,000 is allocated for this project which is being partially funded by Surface Transportation fund through CMAP and MCCOM in the amount of \$1,500,000, with the difference to complete the work being funded through local Street Improvement funds. The project involves narrowing the existing roadway, replacement of all curb & gutter, partial replacement of sanitary sewer on Souwanas, and watermain replacement on Schuett (which will be budgeted in W&S Improvement Fund), storm sewer repair, and replacement of the failed box culvert on Souwanas. The funds required are to complete construction in year two of this project.

#### **ACCOUNT 45565 – WATER MAIN - \$1,507,500**

- Eastgate Water Main Replacement - \$900,000 is allocated for the existing water main along Eastgate Drive is over 65 years old and is made of cast iron material. This 1,400-foot section of main has five breaks over the last 15 years. Additionally, it is undersized with a diameter of six inches. Distribution mains in residential areas with



proper fire flow protection are recommended to have a diameter of at least eight inches. The new main will be an eight-inch ductile iron water main with new valves and hydrants and an expected lifespan of 75 years. Additionally, the PRV at the south end of the project will be replaced as part of this project. This project will be coordinated with the roadway replacement to minimize disruption to the residents.

- Lead Service Line Replacement - \$400,000 is allocated for the annual program to complete all lead services in the Village. This past year, 32 lead services were replaced. The amount budgeted this fiscal year is expected to complete the remaining lead services.
- PRV Replacement Program Year 2 - \$12,500 is allocated for the construction retainage to be paid out twelve months following completion of the project.
- Souwanas & Schuett Streets - \$100,000 is allocated for this project which is being partially funded by Surface Transportation fund through CMAP and MCCOM in the amount of \$1,500,000, with the difference to complete the work being funded through local Street Improvement funds. The project involves narrowing the existing roadway, replacement of all curb & gutter, partial replacement of sanitary sewer on Souwanas, and watermain replacement on Schuett (which will be budgeted in W&S Improvement Fund), storm sewer repair, and replacement of the failed box culvert on Souwanas. These funds are to complete the water main work in year two of construction.
- Highland Avenue Water Main - \$20,000 is allocated for construction retainage for the water main work completed over the winter to be paid out twelve months following project completion.
- Towne Park Watermain - \$75,000 is allocated for retainage to be paid out for the water main improvement under Crystal Creek connecting two dead end mains at the northeastern quadrant of Towne Park. The work will be complete prior to the Towne Park Reconstruction project.

#### **ACCOUNT 45570 – WASTEWATER TREATMENT FACILITY - \$1,000,000**

- Biosolids Handling - \$1,000,000 is allocated to begin construction of the next step forward in regards to the replacement of the belt filter press with centrifuge technology. Construction funds are budgeted to start the replacement in fall 2024. Replacing the belt press with a centrifuge will reduce waste disposal/hauling costs which have increased by over 30% over the last two years. The centrifuge technology will reduce biosolids waste by over 25%, thus saving on disposal and hauling. Over the life of the centrifuges, this project will save the Village over \$1,000,000.

#### **SUMMARY OF WATER AND SEWER CAPITAL IMPROVEMENT BUDGET**

The projects covered in this memo for water and sewer improvements are recommended for approval based on continued implementation of the multi-year Water/Sewer Capital Improvement Plan. These recommended expenditures continue the implementation of our capital utility planning and add reliability to the water and sewer system for the residents of the village.

Attachment

The **Water and Sewer Improvement and Construction Fund** provides for maintenance and improvements to the Village water distribution system for delivery of safe drinking water, for the conveyance of sewage for treatment, and for protection of our Village of Algonquin residents and the environment.

The Water and Sewer Improvement and Construction Fund supports the Village of Algonquin's mission by providing programs and services consistent with the following Guiding Principles:



### Infrastructure

#### FY 23/24 Accomplishments

The following list provides a status update for departmental objectives outlined in the FY 23/24 budget document and other tasks completed during the fiscal year. The status list is current as of the date this document was published.



#### Complete

- Complete the second year of the Pressure Reducing Valve (PRV) replacement program.
- Complete the Water Treatment Plant #2 Softener Media Replacement project.
- Complete the Highland Avenue Watermain project.
- Complete the Towne Park Watermain project.
- Complete the Copper Oaks Tower Repair & Maintenance project.
- Perform annual Sanitary Sewer Rehabilitation.
- Perform annual Lead Service Line Replacement.
- Complete engineering for Algonquin Shores Force Main Replacement.
- Complete engineering for Braewood Force Main Replacement.
- Complete the High Hill Sanitary Sewer Relocation Study.
- Complete engineering for Water Treatment Plants #1 & #2 Aerator and Roof Replacements.



#### Near Completion

- Perform engineering for the Biosolids Handling project.
- Complete the Water System Master Plan Update.
- Perform engineering for Braewood Lift Station Upgrade.
- Perform engineering for Eastgate Water Main Replacement.
- Complete Souwanas & Schuett Water Main and Sanitary Sewer Replacement.



#### Not Complete

- Complete the Biosolids Handling project.
- Perform engineering for the third year of the Pressure Reducing Valve (PRV) replacement program.

### FY 24/25 Objectives



#### Infrastructure

- Complete engineering for the Biosolids Handling project and begin construction.
- Finish the Water System Master Plan update.
- Complete engineering for the Braewood Lift Station Upgrade.
- Finish the Braewood Lift Station Force Main Project.
- Begin construction for the Braewood Lift Station Upgrade.
- Complete the Algonquin Shores Force Main Project.
- Complete engineering for the Algonquin Shores Lift Station Upgrade.
- Finish engineering for the Eastgate Water Main Replacement.
- Complete the Huntington Standpipe Repair & Maintenance project.
- Complete engineering and design for the High Hill Sanitary Relocation project.
- Conduct the annual Lead Service Line Replacement Program.
- Finish the Souwanas & Schuett Water Main and Sanitary Sewer Replacement project.
- Complete Water Treatment Plants #1 & #2 Aerator and Roof Replacement project.
- Begin engineering for the Wecks Subdivision project.



# Water and Sewer Improvement and Construction Fund

# Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Budget
12000400	33035	Donations - Operating W&S	\$ -	\$ -	\$ -	\$ 24,057.00	\$ -	\$ -
12000400	33055	Donations - Capital W&S	459,855.00	-	70,884.00	-	-	-
12000400	33252	Donations - Capital Public Works	-	-	-	-	-	-
12000400	34800	Water Tap-On Fees	433,243.00	987,236.00	832,680.00	1,095,780.00	800,000.00	750,000.00
12000400	34810	Sewer Tap-On Fees	404,790.00	949,580.00	783,450.00	997,274.00	760,000.00	710,000.00
12000500	36001	Interest	326.81	205.99	127.56	72.25	100.00	-
12000500	36020	Interest - Investment Pools	2,324.34	1,026.19	38,230.40	128,456.00	3,900.00	160,000.00
12000500	38007	Transfer from W&S Operating	1,335,927.40	18,630,830.52	4,525,043.68	684,162.31	1,330,000.00	4,880,000.00
<b>Water &amp; Sewer Imp. &amp; Const. Fund Total</b>			<b>\$ 2,636,466.55</b>	<b>\$ 20,568,878.70</b>	<b>\$ 6,250,415.64</b>	<b>\$ 2,929,801.56</b>	<b>\$ 2,894,000.00</b>	<b>\$ 6,500,000.00</b>

# Water and Sewer Improvement and Construction Fund

# Expenses

			FY 20/21	FY 21/22	FY 22/23	FY 22/23	FY 23/24	FY 24/25	FY 24/25	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Dept.	Manager	Budget
<b>Nondepartmental</b>										
12900400	42230	Legal Services	\$ 962.25	\$ 5,058.75	\$ 1,156.25	\$ 185.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
12900400	42232	Engineering Services	263,739.27	147,903.97	156,313.03	146,718.63	970,000.00	1,285,000.00	1,170,000.00	-
12900400	43348	Meters & Meter Supplies	-	-	-	-	-	-	-	-
12900400	43370	Infrastructure Maintenance	262,056.63	848,854.60	5,900.00	1,202,152.00	810,000.00	760,000.00	760,000.00	-
12900400	44416	Collection System Maintenance	85,884.26	85,999.24	140,995.72		200,000.00	400,000.00	600,000.00	-
<b>Subtotal</b>			\$ 612,642.41	\$ 1,087,816.56	\$ 304,365.00	\$ 1,349,055.63	\$ 1,990,000.00	\$ 2,455,000.00	\$ 2,540,000.00	\$ -
<b>Capital Expenditures</b>										
12900400	45520	Water Treatment Plant	\$ -	\$ -	\$ -	\$ -	\$ 450,000.00	\$ 1,865,000.00	\$ 1,865,000.00	\$ -
12900400	45526	Wastewater Collection	18,552.43	91,109.60	-	-	1,250,000.00	3,875,000.00	3,775,000.00	-
12900400	45565	Water Main	18,674.24	16,810.75	-	-	2,462,000.00	1,257,500.00	1,507,500.00	-
12900400	45570	Wastewater Treatment Facility	-	-	-	-	-	1,000,000.00	1,000,000.00	-
<b>Subtotal</b>			\$ 37,226.67	\$ 107,920.35	\$ -	\$ -	\$ 4,162,000.00	\$ 7,997,500.00	\$ 8,147,500.00	\$ -
<b>Water &amp; Sewer Imp. &amp; Const. Fund Total</b>			\$ 649,869.08	\$ 1,195,736.91	\$ 304,365.00	\$ 1,349,055.63	\$ 6,152,000.00	\$ 10,452,500.00	\$ 10,687,500.00	\$ -
<b>Balance Sheet Adjustment</b>										
12	18000	Advance to W/S Capital	\$ -	\$ 87,744.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>			\$ -	\$ 87,744.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Water &amp; Sewer Imp. &amp; Const. Fund Total (Adjusted)</b>			\$ 649,869.08	\$ 1,283,481.78	\$ 304,365.00	\$ 1,349,055.63	\$ 6,152,000.00	\$ 10,452,500.00	\$ 10,687,500.00	\$ -
Actual figures have been adjusted to reflect capitalization of fixed assets, per auditor.										
Capital expenditures are transferred to and capitalized in the Water & Sewer Operating Fund.										



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

**- M E M O R A N D U M -**

DATE: February 13, 2024

TO: Committee of the Whole

FROM: Tim Schloneger, Village Manager

SUBJECT: Proposed Capital Budgets – 2024/2025 – Motor Fuel Tax (MFT)

**OVERVIEW**

Attached is the proposed fiscal year 2024/2025 budgets for the Motor Fuel Tax (MFT) Fund. The projects and programs recommended continue the village's commitment to the maintenance, repair and rehabilitation of existing infrastructure. Preventive maintenance is key to controlling long-term costs.

**MFT FUND REVENUES - \$1,410,000**

Under the MFT Fund, the primary revenue sources are the Motor Fuel Tax allotments provided by the State of Illinois and interest income on accumulated cash reserves.

**MFT FUND EXPENDITURES - \$2,274,000**

**ACCOUNT 42232 - ENGINEERING/DESIGN - \$0**

**ACCOUNT 43309 - MATERIALS - \$300,000**

- \$250,000 - Road Salt is used for general deicing of roadways during snow and ice removal operations. This is applied to make sure that any ice on the road surface is melted, therefore making the road less slippery and reducing the probability of a vehicular accident for the traveling public.
- \$25,000 - New wave deicers and brines are applied to road salt to increase its effectiveness as an ice melting product in severely cold conditions.
- \$25,000 - We are providing money to purchase asphalt material so our in-house crews can patch failing sections of pavement.

## **ACCOUNT 43370 - INFRASTRUCTURE MAINTENANCE - \$370,000**

- Bike Path Repair - We have been inspecting our [trail system](#) every year in order to keep the paths in a safe and useable condition. \$20,000 is allocated for contract services to repair any path that we deem necessary in our inspections.
- Asphalt Patching - \$200,000 is allocated to contract out our asphalt patching program. In this program we patch Village owned roads that are deteriorating and are not yet in the capital budget for a full grind an overlay or rehabilitation. The patching allows the roadways to stay in safe and drivable condition until funding is available for a more permanent fix.
- Tree Removal - \$150,000 is allocated to cover contracted tree removal services to maintain our urban forest.

## **ACCOUNT 44427 – MAINTENANCE – CURB/SIDEWALK - \$350,000**

- \$350,000 is allocated for contracted curb, sidewalk and driveway removal and replacement. Each year we inspect approximately 20% of the Village's sidewalks, curb and driveway aprons for any deviations or structural issues. A contractor is then hired to remove and replace anything noted in our inspections.

## **ACCOUNT 44428 – MAINTENANCE – STREETS - \$274,000**

- Pavement Marking - \$90,000 has been provided for both thermoplastic and paint pavement marking to be done by a contractor. Each year the Village participates in a joint bid with the [McHenry County Division of Transportation](#) as well as other McHenry County communities to provide this service. We try to cover about 25% of the village each year so that markings stay visible and clean in directing the motoring public.
- Street Sweeping - \$160,000 is provided for 13 cycles of contracted service of the Village throughout the year, as well as additional sweepings in the fall to cover leaves. A contingency cost is also provided for special event and emergency call out sweeping services.
- Crack Sealing - \$24,000 is provided to continue our program of asphalt roadway preservation techniques to maximize the useful life of our quality roadways and maintain a high-level PCI (pavement condition index) rating on our recently improved road surfaces. Crack sealing involves routing out the crack to open up the void and then filling that void with a resilient rubberized crack fill material that prevents excessive water intrusion into the crack, preventing the crack from worsening, and eventually forming potholes due to winter and spring freeze-thaw cycles.

## **ACCOUNT 44429 – MAINTENANCE – STREET LIGHTS - \$300,000**

- \$300,000 has been provided for contract maintenance for Village owned street lighting. This cost covers a monthly inspection by a hired contractor of all Village owned street lights and parking lot lights as well as any routine maintenance items that need to be done to keep the lights working. This budget item also covers any

major repairs such as replacement of a light pole or fixture due to traffic accidents or other circumstances.

**ACCOUNT 44431 – MAINTENANCE – STORM SEWER - \$150,000**

- \$150,000 is provided in this line item to pay a contracted service to do storm sewer cleaning as required by the [MS4 Regulations](#) laid down by the [Illinois Environmental Protection Agency \(IEPA\)](#). This contracted service will allow us to get this routine maintenance activity on a regular schedule so that we can cover the entire system in a reasonable time frame. Removing solids from the storm sewer system prevents these materials from being deposited in the Fox River.

**ACCOUNT 45593 – CAPITAL IMPROVEMENTS – \$530,000**


- Eastgate Drive Improvements - Funds provided in this line item to construct Eastgate Drive using the remaining Rebuild Illinois (RBI) funds. The remaining RBI funds must be used by July 2025. Engineering design is expected to be completed early in FY24/25, which includes upsizing and replacing an aging water main with a poor break history. The water main replacement is budgeted in the Water & Sewer Fund. The road work includes, roadway rehabilitation, selective sidewalk, curb and gutter, and apron replacement. Additionally, on-street parking will be added in coordination with the Algonquin Area Public Library. The remaining costs for construction of the roadway will be included in the Streets Fund.

Attachments



The **Motor Fuel Tax (MFT) Fund** is used for maintenance and improvements of Village streets for residents and the motoring public in order to provide safe and efficient travel through and within the Village of Algonquin.

The Motor Fuel Tax Fund supports the Village of Algonquin’s mission by providing programs and services consistent with the following Guiding Principles:

 **Infrastructure**

**FY 23/24 Accomplishments**


The following list provides a status update for departmental objectives outlined in the FY 23/24 budget document and other tasks completed during the fiscal year. The status list is current as of the date this document was published.

 **Complete**

- Perform asphalt patching as needed on Village roadways.
- Perform removal and replacement of Village-owned trees.
- Perform concrete (sidewalk, driveway, and curb) removal and replacement.
- Perform pavement marking as needed on certain roadways in the Village.
- Perform street sweeping on Village roads and parking lots.
- Perform crack seal and reclamite treatments on selected roadways.
- Perform maintenance of Village owned street lighting system and needed repairs.
- Flush certain storm water structures as part or regular maintenance plan.
- Utilize Rebuild Illinois Funds to complete the Tunbridge Subdivision Improvement Project.




**FY 24/25 Objectives**

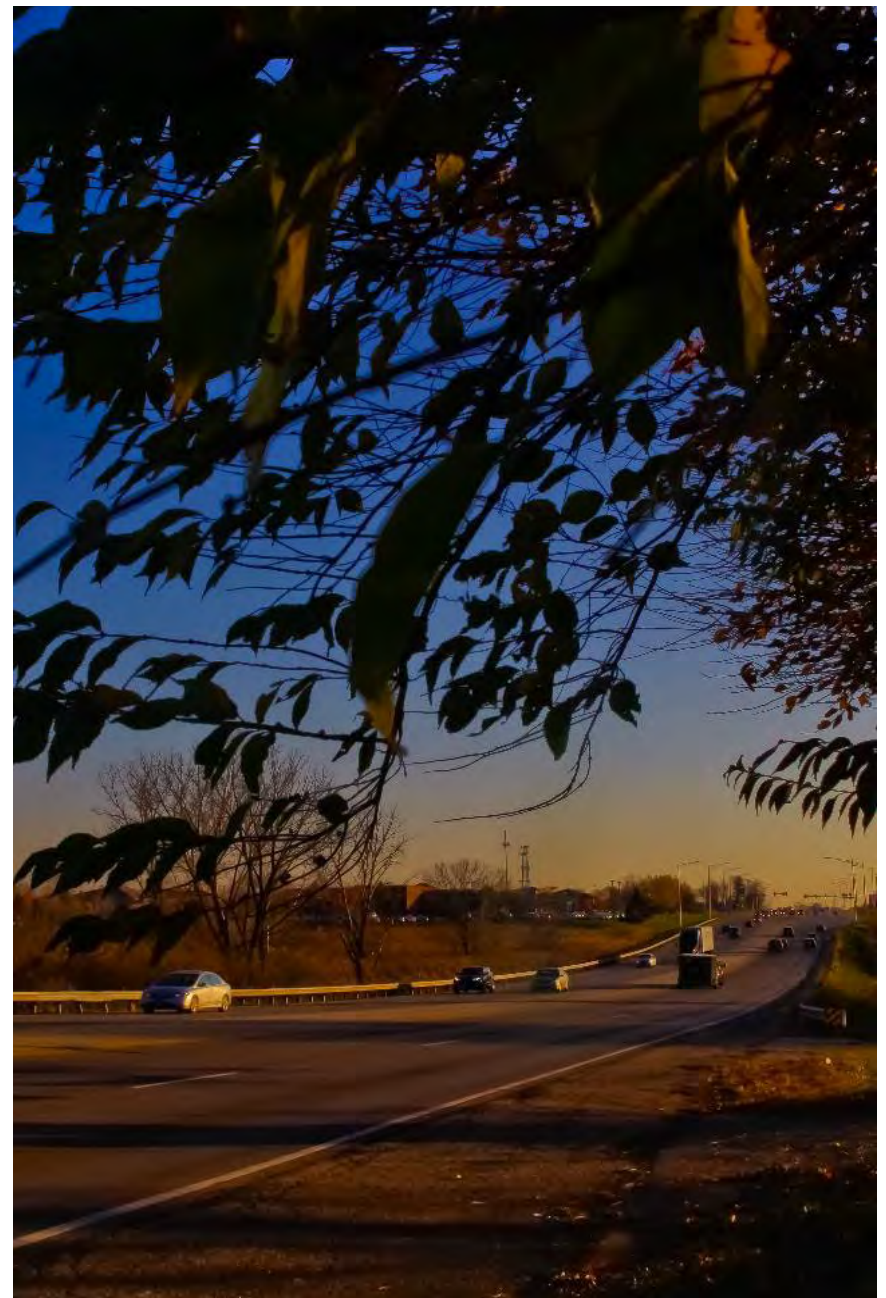
 **Infrastructure**

- Perform asphalt patching as needed on Village roadways.
- Perform removal and replacement of Village-owned trees.
- Perform concrete (sidewalk, driveway, and curb) removal and replacement.
- Perform pavement marking as needed on certain roadways in the Village.
- Perform street sweeping on Village roads and parking lots.
- Perform crack seal and reclamite treatments on selected roadways.
- Perform maintenance of Village owned street lighting system and needed repairs.
- Flush certain storm water structures as part or regular maintenance plan.
- Utilize remainder of Rebuild Illinois Funds to complete the Eastgate Drive Street Improvement Project.

### Performance Measures and Statistics

The FY 24/25 budget aligns with the Village's Guiding Principles by using performance measures such as output, efficiency, and outcome measures. The budget sets aggressive targets to continuously improve service delivery and provide core services cost-effectively. Future budgets will include additional measures and strategies.

 <b>Infrastructure</b>					
<b>Objective:</b> Maintain Village infrastructure to uphold a high quality of life for residents and visitors.					
Strategy/ Measure	2021	2022	2023		2024
	Actual	Actual	Actual	Target	Target
Sidewalk Concrete Poured (feet <sup>2</sup> )	92,125	88,144	38,000	>98,000	>35,000
Curb Concrete Poured (linear feet)	172	165	2,477	>200	>300
Asphalt Used (tons)	2,138	1,862	1,745	>2,000	>2,000
Road Striping Completed (miles)	18.2	16.1	16.0	>15.0	>15.0



Motor Fuel Tax Fund

Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Budget
03000300	33015	MFT Allotments	\$ 626,276.12	\$ 692,178.97	\$ 677,009.06	\$ 346,798.78	\$ 710,000.00	\$ 694,000.00
03000300	33018	MFT Transportation Renewal	738,570.76	505,596.63	539,991.96	310,635.59	564,000.00	594,000.00
03000300	33016	MFT Capital Program	700,997.47	330,024.94	330,024.94	-	-	-
03000300	33017	High Growth Allotment	66,146.67	61,566.00	21,404.40	21,404.40	-	21,000.00
03000300	33052	Donations - Capital	-	-	-	-	-	-
03000500	36020	Interest - Investment Pools	4,495.78	2,813.26	97,230.83	85,350.45	6,000.00	101,000.00
<b>Motor Fuel Tax Fund Total</b>			<b>\$ 2,136,486.80</b>	<b>\$ 1,592,179.80</b>	<b>\$ 1,665,661.19</b>	<b>\$ 764,189.22</b>	<b>\$ 1,280,000.00</b>	<b>\$ 1,410,000.00</b>

# Motor Fuel Tax Fund

# Expenditures

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	FY 24/25	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Dept.	Manager	Budget
03900300	42232	Engineering/Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
03900300	43309	Materials	263,282.27	161,952.61	108,374.30	23,169.22	300,000.00	300,000.00	300,000.00	-
03900300	43370	Infrastructure Maintenance	251,413.20	197,026.21	283,419.72	156,180.29	320,000.00	370,000.00	370,000.00	-
03900300	44427	Maintenance - Curb/Sidewalk	454,232.05	671,703.70	450,699.75	-	350,000.00	350,000.00	350,000.00	-
03900300	44428	Maintenance - Streets	183,220.85	183,305.10	193,372.00	114,705.04	250,000.00	274,000.00	274,000.00	-
03900300	44429	Maintenance - Street Lights	41,850.14	224,894.04	224,766.19	70,804.49	300,000.00	300,000.00	300,000.00	-
03900300	44431	Maintenance - Storm Sewer	200,200.00	200,000.00	200,000.00	103,950.00	150,000.00	150,000.00	150,000.00	-
03900300	45593	Capital Improvements	-	-	-	1,362,433.30	1,750,000.00	530,000.00	530,000.00	-
<b>Motor Fuel Tax Fund Total</b>			<b>\$ 1,394,198.51</b>	<b>\$ 1,638,881.66</b>	<b>\$ 1,460,631.96</b>	<b>\$ 1,831,242.34</b>	<b>\$ 3,420,000.00</b>	<b>\$ 2,274,000.00</b>	<b>\$ 2,274,000.00</b>	<b>\$ -</b>



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

**- M E M O R A N D U M -**

DATE: February 14, 2024

TO: Committee of the Whole

FROM: Tim Schloneger, Village Manager

SUBJECT: Proposed Capital Budget – 2024/2025 - Street Improvement Funds

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**OVERVIEW**

Attached is the proposed fiscal year 2024/2025 budgets for the Street Improvement Fund. The recommended projects continue the village's commitment to implementation of the multi-year street improvement program.

The Street Improvement Funds budget assumes carryover projects from the current fiscal year, outstanding monies to be paid to the state of Illinois for previously completed projects, a draw down in cash reserves, grants, future tax increment financing (TIF) fund reimbursements and the issuance of debt. These factors will allow expenditures of road projects to exceed revenues by \$7,220,000. The projected current year revenue totals \$12,900,000, and the proposed engineering, road construction and maintenance expenditures total \$20,120,000.

**CAPITAL IMPROVEMENT PLANNING**

A Capital Improvement Plan (CIP) is a multi-year plan identifying capital projects to be funded during the planning period. The CIP identifies each proposed capital project to be undertaken, the year the assets will be acquired or the project started, the amount of funds expected to be expended in each year of the CIP, and the way the expenditure will be funded. A CIP is not a static document. It is reviewed every year to reflect changing priorities and unexpected events and opportunities. A CIP includes the maintenance, repair and rehabilitation of existing infrastructure as well as the construction of new infrastructure.

There are three (3) basic methods of financing capital requirements:

1. funding from current revenues/grants
2. funding from fund balance/working capital
3. funding through the issuance of debt

When possible, the Village uses cash for capital improvements within the financial affordability of each fund rather than issuing debt. Debt financing is used when the capital assets or projects cannot be funded prudently from current revenues or fund balances. Debt financing is also utilized to better ensure inter-generational equity by spreading payments for

assets and infrastructure over their useful lives. This is similar to taking out a mortgage to purchase a home that you intend to live in for a long time rather than emptying your savings to pay cash. When debt financing is being considered as a tool for the implementation of the CIP, the time horizon of the CIP must be adjusted to match the debt repayment period of the note(s) to ensure adequate financial capacity in future years.

Infrastructure deterioration continues at a constant pace, regardless of revenues or economic conditions. All roads eventually reach the end of their useful life. As the physical condition of the asset declines, deferring maintenance and/or replacement increases long-term costs and liabilities. Our goal is to manage the village's roads to minimize the total cost of owning and maintaining them while continuously delivering the standard that the community expects.

Preventive maintenance is key to controlling long-term costs. It costs less in the long run to have good roads than bad roads--if you continuously keep up with preventive maintenance. Deferred maintenance drives up long-term costs; it shortens the cycle for rehabilitation which is four times as costly. Deferred rehabilitation compounds the problem, often leading to pavement failure and the need to reconstruct the whole roadbed, at ten times the cost.

Continued investment in village infrastructure is critical to avoid major structural failures in our road and drainage network in the near future. The capital expenditures for roads and drainage proposed in these funds continue to address the aged and deteriorating infrastructure of the community.

#### **PAVEMENT CONDITION INDEX (PCI) RATING UPDATE**

In 2021 the Village partnered with the [Chicago Metropolitan Agency for Planning \(CMAP\)](#), to hire the firm APTech to update the Village's pavement management program.

Pavement management is the process of planning the maintenance and repair of a network of roads or other paved facilities to optimize pavement conditions over the entire network. The process of pavement management includes creating a network inventory, measuring the condition of each roadway, defining treatment strategies, establishing models to predict performance over time, and performing analyses to predict budget needs and create a work plan that will make the most efficient use of resources to achieve agency goals. Pavement management supports accountable, performance-based, goal-oriented decision-making, and the presentation of information to stakeholders clearly and effectively. Pavement management allows the Village to move from worst-first, reactive planning to proactive, performance-based planning to make the most effective use of available funds over time.

The Village road network includes about 134 centerline miles (over 19.6 million square feet) of roads, divided into 1,605 pavement management sections. The network is surfaced primarily with Asphalt Concrete (99.25 percent), although there are very small sections of Gravel, Brick, and Portland Cement Concrete (PCC) roads. The network is divided into three functional classes; Major Arterials making up 1 percent of the area, Minor Arterials and Collectors making up 36 percent of the area, and Local roads make up 63 percent of the road surface area.

APTech collected pavement condition data in the Village in the Spring of 2021. Pavement distress was summarized to calculate Pavement Condition Index (PCI) values for each street per ASTM Specification D6433, Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. Overall, the area-weighted average PCI of the Village-maintained

roadway network is 50. This puts the area-weighted average PCI for the Village in the *Poor* condition category.

APTech performed a comprehensive pavement condition survey and evaluated the impact of the Village’s existing funding level on future pavement conditions. The resulting outputs were used by the Village to determine funding levels required to: maintain current pavement conditions, improve current pavement conditions, eliminate rehabilitation and reconstruction backlog, and recommend pavement preservation and rehabilitation projects.

The Street Improvement Fund budget is implementing the recommendations of the report by taking an aggressive plan to address maintenance and rehabilitation needs. The models show that substantial upfront investments result in much lower life cycle costs. Once the road network is dramatically improved, the Village will transition to a less intense, and less expensive, program of maintenance and preservation treatments to keep the roads in good condition.

**STREET IMPROVEMENT FUND REVENUES - \$12,900,000**

The estimated revenues for the Street Improvement Fund include 75% of home rule sales taxes, telecommunications tax, utility tax receipts, and interest estimated for this fiscal year. Additionally, a \$1,125,000 transfer from the General Fund and a TIF reimbursement of \$1,100,000 has been budgeted in FY 24/25. In the six years shown below, approximately \$24,878,000 of one-time transfers have been made available to finance projects in the Street Improvement Fund.

**Transfers from General and Downtown TIF Fund**



**STREET IMPROVEMENT FUND EXPENDITURES - \$20,120,000**

**ACCOUNT 42230 - LEGAL SERVICES - \$15,000** – This line item covers legal services associated with street improvement projects such as right-of-way and easement research. Additional monies are budgeted for permanent easement acquisition within this fiscal year.

**ACCOUNT 42232 - ENGINEERING DESIGN SERVICES – \$1,787,000** - The professional services anticipated in this item include construction oversight and inspection services for projects to be built during the next three (3) years:

- ADA Transition Plan - \$50,000 is allocated to begin a Village-wide assessment of the pedestrian network and develop a long-term plan to bring the Village's infrastructure up to the most current Americans with Disabilities Act (ADA) Standards. Staff will draft a Request for Proposals (RFP) for qualified consultants to complete the ADA Transition Plan. In FY 24/25, the initial planning, data collection, and public outreach are expected to occur. Developing design standards and implementing the plan is expected in FY 25/26. Soon, federal guidelines will require all local municipalities to implement an ADA Transition Plan. Additionally, having a plan in place will allow for additional funding opportunities when applying for federal and state grants for infrastructure projects such as STP, ITEP, CMAQ, etc.
- Boyer Road Improvements - \$50,000 is allocated for this project which has significant issues related to geometric, drainage, and pedestrian access to meet State ADA regulations. Funds are budgeted to continue the final engineering design. The pavement condition on the Village's section of this road is below 10 meaning the roadway and base have failed. Improvements include roadway rehabilitation, spot curb and gutter replacement, and a bike path extension from County Line Road to Longmeadow Parkway which encompasses 0.5 miles of Village-owned roadways. Additionally, future utility improvements must now be considered before moving forward. Per the Water Master Plan, a key 16-inch water main is required to extend south on Boyer Road to Corporate Parkway. The water main improvements will be budgeted in the water/sewer fund. Boyer is currently funded through the McHenry County Council of Mayors (MCCOM) for \$1.5 million in federal funds to help offset construction costs. The funds are allocated to be used for construction in 2026. Boyer Road also requires land acquisition from the Township and private property owners. Additional funds have been added to the 45595 Land Acquisition fund.
- Brittany Hills Subdivision Improvements - \$210,000 is allocated for Phase 1 and Phase 2 engineering to begin roadway improvements on 1.65 miles of the Brittany Hills subdivision. Brittany Hills is located directly south of Longmeadow Parkway and east of Sleepy Hollow Road. The roads were constructed in 1998 and have not had any treatment other than heavy patching due to poor roadway condition and sections of base failure. Pavement conditions based on the 2021 roadway assessment range from 8 to 36 (on a scale of 0 = failed to 100 = brand new) and are classified as very poor to serious. Due to base failure, the majority of the streets require Full-Depth Reclamation (FDR). Additional work will include sidewalk, curb and gutter, and driveway apron replacements. Drainage issues at the southeast end of the subdivision will also be assessed during the design phase.
- Broadsmore & Stonegate Road Improvements - \$175,000 is allocated for the work in the Willoughby Farms Estates Subdivision which will involve selective sidewalk, curb and gutter, and driveway replacement, minor drainage system repairs, full-depth reclamation and resurfacing on 0.7 miles of roadway. The work will involve improvements to Broadsmore Drive, from Randall Road to Stonegate Road, and Stonegate Road, from Longmeadow Parkway to Grandview Drive. Additional improvements include a new bike path extension along the south side of Broadsmore



Road from Randall Road with a connection to Broadsmore Park. The budgeted amount is for construction oversight of this project.

- County Line Road Improvements - \$75,000 is allocated for this project which has been split from Boyer Road Improvements as County Line Road will not receive federal funds to construct. Local funds will be used to complete the Phase 2 design for this project this coming fiscal year. The work will involve improvements on County Line Road from Boyer Road to Stonegate Rd which equates to 0.95 miles of roadway. The plans are about 50% complete and will require the budgeted amount to get the project construction ready in FY 25/26. In addition to the full-depth reclamation (FDR) pavement replacement, curb and gutter, sidewalk, and bike path replacement will occur.
- Downtown Streetscape Main Street - IL Rte. 62 to Edward St - \$25,000 is allocated for this project which is the final phase of the Downtown Streetscape multi-phased plan. The limits of this project will be from IL Rte. 62 (south limits) to just north of Edward Street to match the south limits of the roundabout project. The scope includes roadway rehabilitation, curb and gutter and sidewalk replacement, roadway lighting, and decorative landscape restoration in the parkway. An STP-L grant application was submitted to MCCOM this past December for construction in 2028. Should this project successfully receive grant funding, these funds are budgeted to begin the engineering for this project.
- Eastgate Road Improvements - \$60,000 is allocated for this project which involves pavement rehabilitation on 0.3 miles of roadway and pavement striping to accommodate on-street parking for the Eastgate Library, curb and gutter replacement, selective sidewalk replacement, ADA and pedestrian upgrades, minor underground improvements, signing, striping, and landscape restoration. The Village is in coordination with the Algonquin Public Library as its facility is set for a major renovation in 2024. These funds are budgeted for construction oversight of the roadway portion of this project. Additionally, the aging and undersized water main will be replaced in advance of the roadway project and is budgeted in the Water & Sewer fund.
- Grand Reserve Subdivision Resurfacing - \$110,000 is allocated to complete engineering design for the Grand Reserve Subdivision. The sidewalk and ADA crossings will be upgraded along with spot curb and gutter replacement. The streets in this subdivision were constructed in 2002 but were never completed as the asphalt binder was paved to the curb rather than the asphalt surface. The roads are currently in Fair to Poor condition and are good candidates for a resurfacing improvement. It is anticipated that DR Horton will complete the development of the subdivision in 2024 and the Village plans on resurfacing 1.9 miles of roads in 2025. Additionally, the Village received \$170,000 from Forestar to contribute to resurfacing the streets in the subdivision.
- North River Road - \$25,000 is allocated for this roadway which nears its next cycle of reconstruction. Phase 1 engineering will begin the tedious project which must be done relative to this roadway before its next reconstruction, right-of-way delineation, and acquisition. The historical documents relative to this roadway do not clearly define full and clear Village ownership of the right of way in which the road resides.

The project will work to bring the 1.4 miles of roadway into clear legal definitions and ownership as well as begin the design process for its next repair cycle.

- PAVER Analysis Maintenance - \$7,000 is allocated for the continuation of this program. In 2021, the Village participated in a program offered through CMAP to have our roads analyzed and rated. The information from this analysis is put into a software program called PAVER. This is a tedious and time-consuming program that requires specific knowledge to run and update. Therefore, in 2022, we signed a contract with Chastain & Assoc. to run road construction scenarios in this program each year. They have staff members who are well-versed in the software and can provide us with the best analysis of the data. We are entering year 3 of a 3-year contract with Chastain. The plan is to re-evaluate all of the streets in the Village in FY 25/26.
- Sandbloom Road Improvements - \$25,000 is allocated for this project which includes 1.2 miles of roadway replacement, drainage improvements, modernizing the roadway cross-section with curb and gutter and a closed drainage system, extension of the bike path from Souwanas Trail to IL-62, the replacement of a failing culvert where Souwanas Creek passes under Sandbloom Road. With the bike path extension, the project is eligible for TAP-L or CMAP funding. The money budgeted for Phase I engineering is to complete funding applications and begin preliminary design.
- Souwanas & Schuett Streets - \$100,000 is allocated to complete construction oversight for this project as it enters its final year of the two-year construction. The project includes full-depth reclamation (FDR), roadway narrowing, new sidewalk and curb and gutter, drainage improvements including providing additional capacity and replacement of a failed culvert on Souwanas with an environmentally friendly three-sided box culvert, water main replacement (W&S fund), and major sanitary sewer replacement, and extension along Souwanas Trail (W&S Fund). The project is receiving federal funds through STP-L and is expected to be completed by late summer 2024.
- Square Barn Road Improvements - \$25,000 is allocated to begin preliminary design on Square Barn Road from Huntley Road to Algonquin Road including final scoping. Square Barn Road is in very poor condition and carries the highest daily traffic volume of any local road within the Village. Additional development on the west side of the Village will increase traffic volumes, further deteriorating the 1.3 miles of Village-owned roadway. The potential improvements include roadway rehabilitation, bike path replacement and extension, intersection and signal upgrades at Huntley Road and Algonquin Road, drainage improvements, and potential for roadway widening and sidewalk/crossing upgrades. Coordination with Kane County, McHenry County, and Rutland Township is required to complete the full extent of the scope. Given the proposed intersection improvements at County intersections, the Village will be seeking contributions from each County to complete the intersection improvements. Additional funding sources including ITEP and CMAQ, will be pursued to help offset the cost to the Village's Street fund.
- Weck's Subdivision Improvements - \$25,000 is allocated for Phase 1 design services for Weck's Subdivision. The area proposed to be constructed is the entire road network of Weck's Subdivision south of Algonquin Road, east of Longwood Drive, including Longwood Drive, and south to, and including, Washtenaw Lane. These

road sections are 28 years old and are in significantly deteriorated condition. The project scope will include a topographical survey, geotechnical analysis of subbase conditions, select curb and gutter removal and replacement, sidewalk repair (per the Public Works Department survey results), storm structure assessment and repair/replacement, and 1.91 miles of roadway rehabilitation. Additionally, a water main assessment and study to determine the feasibility of relocating the rear yard sanitary sewers into the right-of-way will be added to the scope of the Water & Sewer fund.

- Willoughby Farms Section 1 - \$450,000 is allocated for Phase 3 Construction Oversight services for Willoughby Farms Section 1. The area being constructed is within the entire northwest quarter-section that includes the area south of County Line Road to the Westfield School property, on the south, and from the Gallery Center, on the west, to Sleepy Hollow, on the east. This project includes a total of 4.7 miles of local roadway rehabilitation. The project scope consists of select curb and gutter, sidewalk, and driveway apron replacement, sidewalk repair, bike path replacement, storm sewer repair/replacement, full depth reclamation (FDR), and roadway resurfacing, where feasible. Given the large scope of this project, it is recommended that this project be included with the debt services being put toward Towne Park and Presidential Park Reconstruction projects.
- Willoughby Farms Section 2 - \$275,000 is allocated for Phase 1 and Phase 2 design services for Willoughby Farms Section 2. The area proposed to be constructed is the area of the Willoughby Farms subdivision south of County Line Road, east of Sleepy Hollow Road. This section of Willoughby Farms was constructed in 1992 and 1994 with a total length of 2.1 miles. The project scope will include topographical survey, geotechnical analysis of subbase conditions, select curb and gutter removal and replacement, sidewalk repair (per the Public Works Department survey results), storm structure assessment and repair/replacement, and subbase repair and new asphalt driving surface. The scope of services provided will get us complete bidding documents, plans and specifications, and bidding services, including contract preparation with the selected low bidder. The project is expected to be ready for construction in FY 25/26.
- Willoughby Farms Section 3 - \$50,000 is allocated to begin Phase 1 design services for Willoughby Farms Section 3. The area proposed to be constructed is the area of Willoughby Farms subdivision north of Longmeadow Pkwy, east of Sleepy Hollow Road and directly south of Section 2. This section of Willoughby Farms was constructed in 1996 and 2000 with a total length of 2.9 miles. The project scope will include topographical survey, geotechnical analysis of subbase conditions, select curb and gutter removal and replacement, sidewalk repair (per the Public Works Department survey results), storm structure assessment and repair/replacement, and subbase repair and new asphalt driving surface. The scope of services provided will get us complete bidding documents, plans and specifications, and bidding services, including contract preparation with the selected low bidder. The project is expected to be ready for construction in FY 25/26.
- Contract Engineer - \$50,000 is allocated to contract for onsite engineering services to assist staff in managing the large number of RFPs and contracts that will be flowing through the Public Works Administration offices over the next several years. The scope of services for this individual may include the generation of RFPs for design

and field services, plan review and comment, customer service and correspondence, contract administration, and assistance with grant funding applications. The contract engineer will be under the direction of the Village Engineer. The budget for this line item has been reduced by 50% with the anticipated addition of an entry-level Engineer I.

**ACCOUNT 43370 – INFRASTRUCTURE MAINTENANCE - \$1,430,000** – The anticipated projects include the following:

- Brick Paver Maintenance - \$200,000 is allocated to repair failed brick pavers, primarily in downtown and residential subdivisions.
- Reclamite Treatment - \$170,000 is allocated for this product which we apply on all our roads within a year after they are constructed. It is an asphalt rejuvenator that extends the life of asphalt pavement.
- Retaining Wall Maintenance - \$1,000,000 is allocated for the 26-year-old concrete segmental block walls on Edgewood Drive, between Main Street (IL Rte. 31) and West End Drive, which have failed significantly over the past several years due to aging, weathering, salt damage from snow and ice removal, and weak subbase soils. Failure of these walls would be catastrophic, as they hold up the bluffs on the north side of the road. The scope for the wall will involve either significant slope grading and undercutting or soldier piles to be driven over 20 feet into the ground. These walls must be replaced. These funds are expected to cover construction and oversight to replace the Edgewood wall. If funds remain, staff will pursue the design and replacement of the segmental block wall at Spella Park, a southeast lot.
- Route 62 Bridge Deck - \$50,000 is allocated to close out this project. When IDOT patched and repaired the bridge deck several years ago the Village paid to have the decorative railings replaced and painted. Since this was an IDOT project, the Village is awaiting the final invoice which typically can take up to five years to receive.
- Souwanas Trail Outfall - \$10,000 is allocated to complete this project which will restore and protect the outfall to the Fox River from Souwanas Trail from further erosion. Construction is expected this winter/spring. Funds are budgeted to complete the Souwanas Outfall project which may include final restoration and retainage.

**ACCOUNT 45593 – CAPITAL IMPROVEMENTS - \$16,863,000** – the anticipated projects include the following:

- Broadsmore & Stonegate Road Improvements - \$1,900,000 is allocated for construction for the work in the Willoughby Farms Estates Subdivision including selective sidewalk, curb and gutter, and driveway replacement, minor drainage system repairs, full-depth reclamation and roadway resurfacing. The roadway work will involve improvements to Broadsmore Drive, from Randall Road to Stonegate Road, and Stonegate Road, from Longmeadow Parkway to Grandview Drive. Additional improvements include a new bike path extension along the south side of Broadsmore Road from Randall Road with a connection to Broadsmore Park. The budgeted amount is for construction oversight of this project.

- Bunker Hill Drive - \$38,000 is allocated to release the remaining retainage held for construction on the project.
- Downtown Streetscape - Crystal Creek Bridge Replacement - \$420,000 is allocated for this project which was completed in 2019 but was delayed due to private utility relocations. The project received federal funding and was constructed with State standards. As a result of the utility delays, the Village is responsible for paying compensable delays to the contractor. Funds are budgeted here to carryover the remaining amount owed by the Village. The Village will be invoiced by the State which typically can take up to five years after the completion of the project.
- Downtown Streetscape Dry Utility Lowering - \$1,000,000 is allocated for the next phase of streetscape improvements which continues the undergrounding of all the overhead utilities to enhance aesthetics and improve utility reliability. The Village has already upfronted the costs for the utilities, ComEd, AT&T and Comcast to perform their portion of the work, when directed, and it is the Village's responsibility to provide all the equipment pads, hand-holes and conduit duct packages to accommodate the necessary cables. This work includes the remainder of the work on S. Harrison, between the new bridge and Washington, Washington, between S. Harrison and the Towne Park parking lot, Jefferson, and the stretch along the south side of Crystal Creek, as it flows through Towne Park, from Jefferson to the bypass. This work must be completed in advance of any additional streetscape work to come in the future. This dry utility relocation project work will not interfere with any proposed development work that may move forward in the historic downtown area, and pausing any additional streetscape work will provide additional time for any development work on the bank property to occur, allowing the Village's streetscape work to be complimentary, and not in conflict, with any of that construction. The money budgeted for next fiscal year is to close out the project and pay the remaining amount owed to ComEd.
- Downtown Streetscape Washington & South Harrison Streetscape - \$5,500,000 is allocated for this project which is another continuation of the Downtown Streetscape multi-phased plan. The scope of this project takes the downtown streetscape enhancements, using all the same design elements of Main Street, and extends work on S. Harrison Street, from Algonquin Road to Washington Street, the intersection of Washington Street and S. Harrison, and the public plaza area on Washington, from S. Harrison to Main Street. The intersection at Washington and S. Harrison will be a brick intersection (similar to Main Street). The public plaza will be a curbless section that can be closed for public events, allowing pedestrians and patrons to gather safely in that area to enjoy entertainment without worrying about tripping on curbs. Walkways will be protected from traffic on normal days by planters, seat-walls, bollards and lighting standards. Cantenary lighting will be used to light the area and create a very inviting atmosphere for the area businesses and customers. Additional limits of this phase include the remainder of Washington Street to Jefferson Street and the Village-owned parking area between the Main St businesses and Harrison Street. This project will generate 70 off-street parking spaces and 16 additional on-street parking spaces in downtown.
- Eastgate Road Improvements - \$230,000 is allocated for this project which involves pavement rehabilitation and pavement striping to accommodate on-street parking for the Eastgate Library, curb and gutter replacement, selective sidewalk replacement,

ADA and pedestrian upgrades, minor underground improvements, signing, striping, and landscape restoration. The Village is in coordination with the Algonquin Public Library as its facility is set for a major renovation in 2024. Staff is proposing using the remaining Rebuild Illinois funds for this project. The funds budgeted in this line item are for the remaining construction of the roadway portion of this project. Additionally, the aging and undersized water main will be replaced in advance of the roadway project and is budgeted in the Water & Sewer fund.

- Rolls Drive Improvements - \$25,000 is allocated to release the remaining retainage held for construction on the project.
- Souwanas & Schuett Streets - \$2,250,000 is allocated for this project which is being partially funded by Surface Transportation fund through CMAP and the MCCOM for \$1,500,000, with the difference to complete the work being funded through local Street Improvement funds. The project involves narrowing the existing roadway, replacement of all curb & gutter, complete replacement and extension of sanitary sewer on Souwanas, and water main replacement on Schuett (which will be budgeted in Water & Sewer Fund), storm sewer repair, and replacement of the failed box culvert on Souwanas. The project also includes upgrading Souwanas between Scott and the Fox River from a rural cross-section to an urban cross-section with curb and gutter and proper drainage. Pedestrian sidewalks will be installed on the entire length of Souwanas, between Sandbloom and Oceola. The budgeted funds are to complete the construction of this project.
- Willoughby Farms Section 1 - \$5,500,000 is allocated for the construction of Willoughby Farms Section 1. The area being constructed is within the entire northwest quarter-section that includes the area south of County Line Road to the Westfield School property, on the south, and from the Gallery Center, on the west, to Sleepy Hollow, on the east. This project includes a total of 4.7 miles of local roadway rehabilitation. The project scope consists of select curb and gutter, sidewalk, and driveway apron replacement, sidewalk repair, bike path replacement, storm sewer repair/replacement, full-depth reclamation, and roadway resurfacing, where feasible. Given the large scope of this project, it is recommended that this project be included with the proposed debt issuance which includes funding for the reconstruction of Towne Park and Presidential Park.

**ACCOUNT 45595 – LAND ACQUISITION - \$25,000** – the anticipated projects include the following:

- Boyer Road Improvements - \$25,000 is allocated to begin right-of-way coordination and survey for future land acquisition required in advance of the Boyer Road Improvements project. Land acquisition will be required from Dundee Township and private property owners to complete the project in 2026.

### **SUMMARY OF STREET IMPROVEMENT BUDGET**

By implementation of the Street Improvement Budget, the village can continue to accomplish major road improvements in many areas. Planning and engineering future road projects and preparing for an opportunity for additional grant funding will help maintain the growing road infrastructure needs for the next several years.

Attachments

The **Street Improvement Fund** provides for maintenance and improvements to Village streets for residents and the motoring public in order to provide safe and efficient travel through and within the Village of Algonquin.

The Street Improvement Fund supports the Village of Algonquin's mission by providing programs and services consistent with the following Guiding Principles:



### Infrastructure

#### FY 23/24 Accomplishments

The following list provides a status update for departmental objectives outlined in the FY 23/24 budget document and other tasks completed during the fiscal year. The status list is current as of the date this document was published.



#### Complete

- Complete the Downtown Streetscape Main Street & Roundabout project.
- Complete the Downtown Streetscape Riverwalk project.
- Complete the High Hill Subdivision Improvement (North Portion) project.
- Complete Year 2 of the PAVER Analysis program.
- Perform annual reclamite treatment to Village streets.
- Complete the Bunker Hill Drive Rehabilitation project.
- Complete the Rolls Drive Improvement project.
- Complete engineering on Willoughby Farms Section 1 Improvement project.
- Complete the Tunbridge Subdivision Improvement project.
- Complete engineering for Broadsmore & Stonegate Road Improvements.



#### Near Completion


- Complete the Downtown Streetscape Utility Lowering project.
- Perform engineering for the Eastgate Road Improvements.
- Perform annual maintenance to Village retaining walls.
- Complete the Souwanas & Schuett Streets Improvement project.
- Perform engineering for the County Line Road Improvement project.
- Complete Souwanas Trail Outfall project



#### Not Complete

- Complete engineering for the Boyer Rd Improvement project.
- Perform right-of-way engineering for North River Road.
- Perform engineering for the ADA Transition Plan.


FY 24/25 Objectives

 **Infrastructure**

- Successfully finish the Downtown Streetscape Utility Lowering project.
- Successfully complete the Downtown Streetscape improvements on South Harrison Street and Washington Street.
- Conduct a study and engineering work for the ADA Transition Plan.
- Continue engineering work and right-of-way acquisition for Boyer Road Improvements.
- Complete the engineering phase for County Line Road.
- Successfully complete the engineering phase for Brittany Hills Subdivision Improvements.
- Initiate the engineering design phase for Downtown Streetscape from Illinois Route 62 to Edward Street.
- Successfully complete the engineering phase for Eastgate Road Improvements project.
- Complete Year 3 of the PAVER Analysis and Maintenance program.
- Conduct the annual reclamite treatment on Village streets.
- Perform annual maintenance on Village retaining walls, including construction of Edgewood Retaining Wall.
- Successfully complete the Souwanas and Schuett Street Improvements project.
- Begin the preliminary design phase for Square Barn Road Improvements.
- Complete the Willoughby Farms Subdivision - Section 1 project.
- Complete the engineering phase for Willoughby Farms – Section 2.
- Successfully complete the engineering phase for Grand Reserve Subdivision.

Performance Measures and Statistics

The FY 24/25 budget aligns with the Village's Guiding Principles by using performance measures such as output, efficiency, and outcome measures. The budget sets aggressive targets to continuously improve service delivery and provide core services cost-effectively. Future budgets will include additional measures and strategies.

 <b>Infrastructure</b>					
<b>Objective:</b> Provide adequate infrastructure throughout the Village.					
Strategy/ Measure	2021	2022	2023		2024
	Actual	Actual	Actual	Target	Target
Miles of streets improved	3.2	3.1	4.6	>5.0	>5.5
Percentage of overall street system improved	1.0%	1.0%	2.8%	>1.0%	>3.8%
Maximize Excellent to Good survey rating for street maintenance	80.1%	73.9%	75.2%	>74.5%	>75.0%
Maximize Excellent to Good survey rating for street improvement	74.5%	69.2%	68.3%	>70.0%	>70.0%



# Street Improvement Fund

# Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Budget
04000500	31011	Home Rule Sales Tax	\$ 3,931,091.31	\$ 4,743,846.57	\$ 4,663,268.18	\$ 2,383,010.74	\$ 4,650,000.00	\$ 5,100,000.00
04000500	31190	Telecommunications Tax	176,225.98	159,599.16	162,658.56	77,695.49	135,000.00	118,000.00
04000500	31495	Utility Tax Receipts	902,073.92	916,953.93	890,198.30	431,198.33	905,000.00	900,000.00
04000500	33012	Intergovernmental Agreement	-	-	-	-	-	-
04000300	33032	Donations - Operating - PW	-	-	-	3,500.00	-	-
04000300	33052	Donations - Capital - PW	-	-	20,000.00	240,225.00	-	-
04000300	33252	Grants - Capital - PW	128,403.50	-	419,706.15	397,166.01	-	-
04000500	36001	Interest	257.24	189.92	139.55	74.71	-	-
04000500	36020	Interest - Investment Pools	7,455.64	4,464.15	133,609.98	128,487.09	10,000.00	157,000.00
04000500	37910	Bond Proceeds	-	-	-	-	-	5,500,000.00
04000500	38001	Transfer - General Fund	3,000,000.00	5,500,000.00	3,317,607.44	4,200,000.00	5,200,000.00	1,125,000.00
04000500	38016	Transfer - Special Reveune Fund	-	-	-	-	-	-
04000500	38060	Transfer - Special Service Area	-	-	-	-	-	-
<b>Street Improvement Fund Total</b>			<b>\$ 8,145,507.59</b>	<b>\$ 11,325,053.73</b>	<b>\$ 9,607,188.16</b>	<b>\$ 7,861,357.37</b>	<b>\$ 10,900,000.00</b>	<b>\$ 12,900,000.00</b>
<b>Balance Sheet Adjustment</b>								
04	18000	Advance From Street Impr.	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000.00	\$ 1,100,000.00
<b>Street Improvement Fund Total</b>			<b>\$ 8,145,507.59</b>	<b>\$ 11,325,053.73</b>	<b>\$ 9,607,188.16</b>	<b>\$ 7,861,357.37</b>	<b>\$ 12,600,000.00</b>	<b>\$ 14,000,000.00</b>

Notes: Ordinance 2022-O-05 amended the home rule retailers' occupation tax and service occupation tax to a rate of one percent (1.00%). Allocations in FY 23/24 for home rule sales tax are as follows: 75% to the Street Improvement Fund; 12.5% to the Park Improvement Fund; and 12.5% to the Natural Area and Improvement Fund.

Utility tax receipts are based on use tax charges on energy usage for natural gas (Nicor) and electricity (ComEd). ComEd is based on kilowatt (KW) hours, and Nicor is based on therms.

# Street Improvement Fund

# Expenditures

			FY 20/21 Actual	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Q2	FY 23/24 Budget	FY 24/25 Dept.	FY 24/25 Manager	FY 24/25 Budget
04900300	42230	Legal Services	\$ 9,629.96	\$ 49,763.29	\$ 10,806.75	\$ 11,948.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -
04900300	42232	Engineering/Design Services	792,642.39	2,063,727.69	983,672.41	412,124.32	1,234,000.00	1,821,500.00	1,787,000.00	-
04900300	43370	Infrastructure Maintenance	306,665.91	3,553,388.08	2,837,186.80	949,597.02	2,725,000.00	1,430,000.00	1,430,000.00	-
04900300	45593	Capital Improvements	5,313,256.56	2,655,646.08	2,823,986.57	2,210,555.05	10,866,000.00	17,612,500.00	16,863,000.00	-
04900300	45595	Land Acquisition	2,500.00	31,154.16	-	-	-	25,000.00	25,000.00	-
04900500	48026	Transfer to Nat. Area/Drainage Fun	-	580,900.00	-	-	-	-	-	-
<b>Street Improvement Fund Total</b>			<b>\$ 6,424,694.82</b>	<b>\$ 8,934,579.30</b>	<b>\$ 6,655,652.53</b>	<b>\$ 3,584,224.39</b>	<b>\$ 14,840,000.00</b>	<b>\$ 20,904,000.00</b>	<b>\$ 20,120,000.00</b>	<b>\$ -</b>
<b>Balance Sheet Adjustment</b>										
	04	18000 Advance to Street Improvement	\$ 2,373,242.19	\$ 3,447,092.44	\$ 6,025,769.55	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>			<b>\$ 2,373,242.19</b>	<b>\$ 3,447,092.44</b>	<b>\$ 6,025,769.55</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Street Improvement Fund Total (Adjusted)</b>			<b>\$ 8,797,937.01</b>	<b>\$ 12,381,671.74</b>	<b>\$ 12,681,422.08</b>	<b>\$ 3,584,224.39</b>	<b>\$ 14,840,000.00</b>	<b>\$ 20,904,000.00</b>	<b>\$ 20,120,000.00</b>	<b>\$ -</b>



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

**- M E M O R A N D U M -**

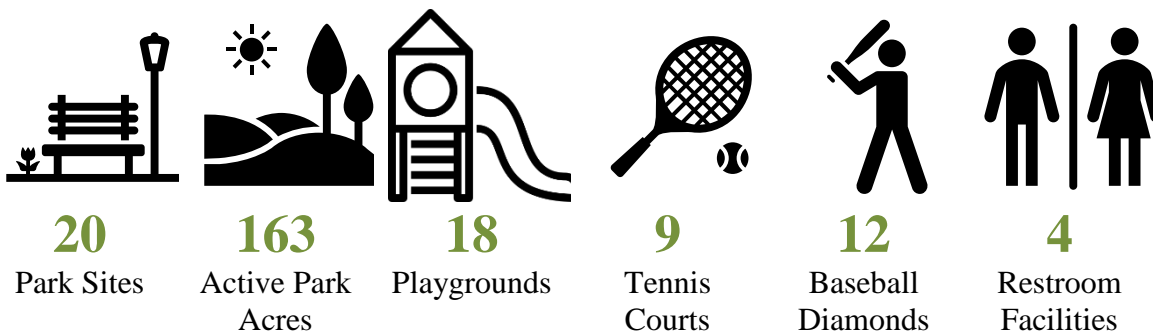
DATE: February 14, 2024  
TO: Committee of the Whole  
FROM: Tim Schloneger, Village Manager  
SUBJECT: Proposed Capital Budget – 2024/2025 – Park Improvement Fund

**OVERVIEW**

The Park Improvement Fund is utilized for the acquisition, development, and improvement to parklands. Through it, the village provides a comprehensive park system that provides recreational opportunities for all residents while protecting assets, natural resources and open space for the benefit of present and future generations.

During the high growth years, park impact fees, paid by developers, financed many new park development and other enhancements. With the evolving market for new construction, the revenue generated from park impact fees has become less predictable and more intermittent. Furthermore, the recreational improvements built during the growth years are substantial and require systematic maintenance. Therefore, the Village has dedicated four recurring revenue streams to protect and preserve the standards of excellence expected by the community. First, video gaming revenue received via the state (5% of net terminal income) is deposited into the Park Improvement Fund. Second, “push tax” revenue payable by Video Gaming Terminal Operators, as the designated tax collector, is allocated here. Third, a portion (2.25% tax rate) of the revenue from the village’s telecommunications tax is also dedicated to the fund. And finally, 12.5% of the revenue from the Village’s home rule retailers' occupation tax and service occupation tax is dedicated to finance scheduled improvements.

**Village of Algonquin Park System**



In addition to dedicated revenue streams, a bond issuance will help finance projects this fiscal year.

### **PARK IMPROVEMENT FUND REVENUES - \$13,160,000**

Revenues include \$850,000 from Home Rule Sales Tax, \$180,000 in video gaming terminal tax receipts, \$200,000 from the Video Gaming Push Tax, \$145,000 from the dedicated portion of the telecommunications tax, \$1,000,000 in Open Space Land Acquisition and Development (OSLAD) grants for park development, \$35,000 in investment interest, and \$10,750,000 in bond proceeds.

In addition to these dedicated monies, a \$275,000 drawdown in fund reserves will balance the fund.

### **PARK IMPROVEMENT FUND EXPENDITURES - \$13,435,000**

#### **ACCOUNT 42232 – ENGINEERING AND DESIGN - \$652,000**

- Kelliher Park Pickleball Court - \$1,000 is allocated as a contingency in case an issue arises in the one-year maintenance period that the engineer needs to coordinate with the contractor.
- Presidential Park - \$350,000 is allocated for construction of this park which will take place this fiscal year. Improvements include three (3) premier baseball fields, a fitness station, a new playground area, and new concession and washroom facilities. The amount provided here is for construction oversight to build the project.
- Towne Park - \$230,000 is allocated for the reconstruction of this park which will take place this fiscal year. Improvements include a new playground, a picnic shelter, walking paths, a band shelter, and site amenities that pull in the downtown Streetscape theme. The amount provided is for construction oversight to build the project.
- Willoughby Farms Park Tennis Court - \$1,000 is allocated as a contingency in case an issue arises in the one-year maintenance period the engineer needs to coordinate with the contractor.
- Willoughby Farms Park Master Plan - \$70,000 is allocated for the master planning process for Willoughby Farms Park which will take place this FY. Public feedback will be solicited to inform the redevelopment plan, which will also consider any proposed development to the west and connections to Westfield Community School. This amount provided is for concept design, a plat of survey, and to start the engineering design work.

#### **ACCOUNT 43370 – INFRASTRUCTURE MAINTENANCE - \$130,000**

- Mineral Springs Restoration - \$130,000 is allocated for the portions of Mineral Springs that will be renovated in Towne Park. The Historic Commission and the Garden Club received grants for part of this restoration with the Village to contribute the remainder. This amount is to restore the arm on the original seating bench, reconstruct the cap on the springs, and renovate the original concrete platform that surrounds the springs with its original carved-in installation date.

**ACCOUNT 44402 – REFORESTATION - \$100,000**

- Funding is provided for reforestation of parkway planting areas within the Village that have not previously possessed a tree. This funding is provided by the reforestation fee assessed to developers for mitigation of tree loss during development as prescribed in Chapter 5, Section 15 of the Algonquin Municipal Code.

**ACCOUNT 44408 – WETLAND MITIGATION - \$0**

- No projects are planned this fiscal year.

**ACCOUNT 44425 – MAINTENANCE – OPEN SPACE - \$0**

- No projects are planned this fiscal year.



**ACCOUNT 45593 – PARK DEVELOPMENT - \$12,553,000**

- Holder Park Playground & Fence - \$550,000 is allocated to replace the playground at Holder Park as well as the fence around the ball field.
- Kelliher Park Pickleball Court - \$14,000 is allocated to pay out the retainage of the project which was completed last fiscal year.
- Presidential Park - \$7,000,000 is allocated for the construction of this park which will take place this fiscal year. Improvements include three (3) premier baseball fields, a fitness station, a new playground area, and new concession and washroom facilities.
- Towne Park - \$4,750,000 is allocated for improvements which include a new playground, a picnic shelter, walking paths, a band shelter, and site amenities that pull in the downtown streetscape theme.
- Willoughby Farms Park Tennis Court - \$14,000 is allocated to pay out the retainage of the project which was completed last fiscal year.
- Wood Park Playground - \$225,000 is allocated for this project which was started last fiscal year and is rolling over to be completed this year. Improvements include a new playground, reconstruction of the basketball court, and a new gazebo shelter.

Attachment

The **Park Improvement Fund** provides funds for large-scale new development and maintenance of park sites to provide both passive and active recreational activities for all Village residents.

The Park Improvement Fund supports the Village of Algonquin’s mission by providing programs and services consistent with the following Guiding Principles:

	<b>Infrastructure</b>
	<b>Conservation</b>

**FY 23/24 Accomplishments**

The following list provides a status update for departmental objectives outlined in the FY 23/24 budget document and other tasks completed during the fiscal year. The status list is current as of the date this document was published.

 **Complete**


- Complete design and engineering for the Presidential Park reconstruction project.
- Complete design and engineering for the Towne Park reconstruction project.
- Complete construction of Kelliher Park Pickleball Court.
- Complete construction of Willoughby Farms Tennis Court.
- Complete construction of Woods Creek Reach 5 Streambank Restoration.
- Continue the comprehensive tree planting program.

 **Near Completion**


- Replace the playground equipment at James B. Wood Park.
- Replace the playground equipment and baseball field fence at Holder Park.



**FY 24/25 Objectives**

 **Infrastructure**


- Reconstruct Towne Park to enhance its facilities and amenities.
- Reconstruct Presidential Park to improve its overall infrastructure.
- Develop the Willoughby Farms Park Master Plan to enhance the park's amenities and functionality.
- Restore Mineral Springs through a restoration project.
- Replace the playground equipment at James B. Wood Park to improve recreational opportunities.
- Replace the playground equipment and baseball field fence at Holder Park to enhance safety and playability.


 **Conservation**

- Continue the comprehensive tree planting program within the Village to promote urban forestry.

### Performance Measures and Statistics

The FY 24/25 budget aligns with the Village's Guiding Principles by using performance measures such as output, efficiency, and outcome measures. The budget sets aggressive targets to continuously improve service delivery and provide core services cost-effectively. Future budgets will include additional measures and strategies.

 <b>Infrastructure</b>					
<b>Objective:</b> Provide a comprehensive urban forest and tree canopy for our community.					
Strategy/ Measure	2021	2022	2023		2024
	Actual	Actual	Actual	Target	Target
Maximize Excellent to Good survey rating for quality of Village parks	89.4%	88.8%	92.0%	>87.2%	>87.5%

 <b>Conservation</b>					
<b>Objective:</b> Provide a comprehensive urban forest and tree canopy for our community.					
Strategy/ Measure	2021	2022	2023		2024
	Actual	Actual	Actual	Target	Target
Total number to trees planted	177	229	310	>200	>300
Number of trees remaining on wait list	545	20	0	0	0
Obtain Tree City USA Award	Yes	Yes	Yes	Yes	Yes
Maximize Excellent to Good survey rating for urban forestry program	82.4%	83.8%	83.1%	>83.0%	>83.5%



# Park Improvement Fund

# Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Budget
06000500	31011	Home Rule Sales Tax	\$ -	\$ 97,126.15	\$ 838,153.26	\$ 397,168.45	\$ 775,000.00	\$ 850,000.00
06000500	31175	Video Gaming Terminal Tax	90,497.38	176,241.11	192,415.31	99,398.75	180,000.00	180,000.00
06000500	31176	Video Gaming Push Tax	-	-	-	-	200,000.00	200,000.00
06000500	31190	Telecommunications Tax	148,813.03	134,908.20	133,111.20	64,034.72	112,500.00	145,000.00
06000300	33052	Donation - Capital - PW	107,911.00	11,856.00	2,823.44	76,709.81	-	-
06000300	33150	Donation - Ecosystem Maint.	-	-	-	-	-	-
06000300	33152	Donation - Reforestation	400.00	106,700.00	118,550.00	-	5,000.00	-
06000300	33153	Donation - Watershed	1,900.00	700.00	(590.00)	-	-	-
06000300	33155	Donation - Wetland Mitigation	-	-	-	-	-	-
06000300	33232	Grants - Operating - PW	-	-	-	-	-	-
06000300	33252	Grants - Capital - PW	436,886.25	4,943.75	-	-	500,000.00	1,000,000.00
06000500	36001	Interest	105.20	31.85	166.60	1,494.20	-	-
06000500	36020	Interest - Investment Pools	770.58	56.29	26,159.15	33,524.00	2,500.00	35,000.00
06000500	37910	Bond Proceeds						10,750,000.00
06000500	38001	Transfer - General Fund	-	-	1,162,000.00	-	-	-
06000500	38026	Transfer - Natural Area Fund	-	-	-	-	155,000.00	-
<b>Park Improvement Fund Total</b>			<b>\$ 787,283.44</b>	<b>\$ 532,563.35</b>	<b>\$ 2,472,788.96</b>	<b>\$ 672,329.93</b>	<b>\$ 1,930,000.00</b>	<b>\$ 13,160,000.00</b>

Notes: Ordinance 2022-O-05 amended the home rule retailers' occupation tax and service occupation tax to a rate of one percent (1.00%). Allocations in FY 23/24 for home rule sales tax are as follows: 75% to the Street Improvement Fund; 12.5% to the Park Improvement Fund; and 12.5% to the Natural Area and Improvement Fund.







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

**- M E M O R A N D U M -**

DATE: February 13, 2024

TO: Committee of the Whole

FROM: Tim Schloneger, Village Manager

SUBJECT: Proposed Capital Budget – 2024/2025 – Natural Area & Drainage Improvement Fund

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**OVERVIEW**

The Natural Area and Drainage Improvement Fund is utilized to improve water quality through refined stormwater management, flood reduction, enriched natural area management, groundwater recharge protection, utilization of green infrastructure, and control of invasive species. The goal is to enhance ecosystem benefits within the Village's watersheds and ultimately the Fox River.

**NATURAL AREA & DRAINAGE FUND REVENUES - \$1,290,000**

Revenues include \$850,000 in Home Rule Sales Tax, \$5,000 in Watershed Donations, \$50,000 in investment interest, and a \$385,000 General Fund transfer. A drawdown in available reserves of \$1,530,000 will be used to balance the fund.

**NATURAL AREA & DRAINAGE FUND EXPENDITURES - \$2,820,000**

**ACCOUNT 42232 – ENGINEERING AND DESIGN - \$430,000**

- Jelkes Creek Fox River Watershed Plan Update - \$10,000 is allocated for this watershed plan which was created in December of 2012 and is in the process of being updated by the Kane/DuPage Soil and Water Conservation District. Our contribution will fund the Algonquin-specific project summary tables that can be used to apply for grant funding and for future planning purposes. The tables will contain information about individual projects including, existing conditions, water quality management recommendations, priority level, and cost estimates. This information is used to apply for grant funding for future projects within the Jelke Creek watershed.
- Ratt Creek Reach 3 Creek Restoration - \$70,000 is allocated for this section of Ratt Creek which is experiencing severe erosion of the creek channels. It is directly upstream from the recently restored Ratt Creek Reach 4&5 projects the Village received an IEPA water quality grant to complete. This part of the channel runs behind the houses on Parkview Terrace North and Brookwood Circle & Parkwood Circle. Private property is beginning to be eroded away in this channel and depositing

silt in the recently dredged detention basin in front of the High Hill Dam, which was restored as part of the Ratt Creek Reach 5 project. The project will stop this erosion and prevent silt from building up in the restored sections of Ratt Creek.

- Surrey Lane Reach 2 Creek Restoration - \$50,000 is allocated for continuation of design engineering that began last fiscal year. This project involves restoration of the creek and riparian corridor from the Surrey Lane preserve to Surrey Lane. This is the portion that is upstream from the recently restored Surrey Lane Preserve project. This project will correct major erosion of the creek banks behind the homes on Surry Ct and Zange Drive. This erosion is causing sediment build up in the newly dredged detention pond in the Surrey Lane Preserve and the project will stabilize this creek section and prevent further erosion.
- Windy Knoll & Oakview Drive Ravines - \$70,000 is allocated for continuation of design engineering that began last fiscal year. This project entails the extension of three existing storm sewers to Ratt Creek. The current configuration discharges storm water into ditches on private property that has been scouring and eroding their backyards for a number of years. The storm sewer would eliminate erosion occurring on private property.
- Woods Creek Reach 6&7 Restoration - \$100,000 is allocated for construction oversight of engineering that was completed last fiscal year. This project involves restoration of the creek and riparian corridor in the middle section of the Woods Creek Riparian Corridor north of Bunker Hill Drive. This project will correct major erosion of the creek banks as well as the restoration of a high-quality fen and detention area.
- Woods Creek Reach 8 Restoration - \$80,000 is allocated for continuation of design engineering that began last fiscal year. This project involves restoration of the creek and riparian corridor in the northern section of the Woods Creek Riparian Corridor between Bunker Hill Drive and IL Rte. 62. This project will correct major erosion of the creek banks as well as the restoration of a high-quality fen and detention area. Funds will pay for engineering services for the planning, permitting, and design of this restoration project.
- Woods Creek Watershed Plan Update - \$50,000 is allocated for this watershed plan which was created in January of 2013 and is need of an update. Since the majority of the watershed is within the jurisdiction of the Village of Algonquin, we plan to take the lead on having this plan updated. Updates include new maps, updated best management practices (BMP), as well as an Algonquin-specific project summary table that can be used to apply for grant funding and for future planning purposes. This table will contain information about individual projects including, existing conditions, water quality BMPs, priority level, and cost estimates. This information is used to apply for grant funding for future projects within the Woods Creek watershed.

## **ACCOUNT 43370 – INFRASTRUCTURE MAINTENANCE - \$355,000**

- Dixie Creek Reach 3 Restoration - \$25,000 is allocated for year one of the maintenance establishment period of this 9-acre creek and riparian buffer area that was restored in 2023.
- Lake Drive South Detention - \$5,000 is allocated for year two of the maintenance establishment period of this 3.6-acre natural area that was restored in 2022.
- Natural Area Maintenance - \$150,000 is allocated for annual maintenance. Each year the Village performs an inspection of our restored natural areas with the Village ecologist. From this inspection, a series of maintenance steps are created, which need to occur in each area on an on-going basis in order to keep the areas in their high-quality conditions and to prevent them from returning to low-quality, unmanaged areas. Keeping these areas maintained is important to keeping the proper habitat allowing wildlife to flourish. This allows our residents a chance to experience this in their own community. Keeping proper vegetation in the natural areas also insures that they function as they were intended. Proper plants and habitat are important for the filtering process. Most of these areas provide improved groundwater infiltration and aid in water quality.
- Randall Road Wetland Complex - \$50,000 is allocated for year two of the maintenance establishment period of this 27-acre wetland naturalization project.
- Ratt Creek Harper Drive Culvert Emergency Repair - \$15,000 is allocated for this repair which was started last fiscal year as an emergency project. There is a culvert that runs under Harper Drive and the stream on the downside of this had been reinforced by gabion baskets and rocks approximately 15 years ago. These have now washed out and the wire baskets were failing which could undermine Edgewood Drive should a significant storm event occur. Funds are provided to cover outstanding retainage for the construction of this project.
- Ratt Creek Reach 5 Restoration - \$20,000 is allocated for this project which is in the second year of the maintenance establishment period.
- Spella Southwest Fen - \$30,000 is allocated for year one of the establishment maintenance period of this 10.3-acre natural area that was restored in 2023.
- Storm Sewer Lining - \$35,000 is allocated to contract storm sewer lining and storm manhole lining to rehabilitate some areas in the drainage system that present problems or failures. These usually come up throughout the year when a sinkhole forms on a property or in the road.
- Woods Creek Reach 5 Restoration - \$15,000 is allocated for year two of the establishment maintenance period.
- Wynnfield Detention - \$10,000 is allocated for year one of the establishment maintenance period for this 4-acre restoration project.

#### **ACCOUNT 44408 – WETLAND MITIGATION - \$205,000**

- CarMax/Huntington Detention/Arbor Hills Nature Preserve Naturalization - \$40,000 is allocated for this project which uses the mitigation funds collected from the CarMax and Westview Crossing Developments to restore and naturalize a green corridor on these parcels. This project was started last fiscal year and this money is provided to complete the project.
- NorthPoint Natural Area - \$60,000 is allocated for this project which uses the mitigation funds collected from the NorthPoint Developer to pay for establishment period maintenance of this 24-acre site. The Village accepted the donation of the parcels and the developer pre-paid for the maintenance so the Village could manage the maintenance contract.
- Towne Park Side Slopes - \$25,000 is allocated for this project which uses mitigation funds collected from the CarMax and Westview Crossing Developments to restore and naturalize a green corridor on these parcels. This project was started last fiscal year and this money will be used to complete the project.
- Trails of Woods Creek Natural Area - \$80,000 is allocated for this project which uses the mitigation funds collected from Pulte for the maintenance of the naturalized areas for the remainder of the site's establishment period. In 2023, the Village took ownership of the parcels ahead of schedule and these funds cover remaining costs associated with the establishment maintenance period.

#### **ACCOUNT 44425 – MAINTENANCE – OPEN SPACE - \$175,000**

- Dixie Creek Reach 5 (Dixie Briggs Fromm to Gaslight Dr) - \$175,000 is allocated for this project which involves restoration of the creek and riparian corridor from Dixie Briggs Fromm to Gaslight Drive. This project is being constructed in conjunction with the Braewood Lift Station upgrade and force main installation and will restore the creek and corridor, much of which will be disturbed with the installation of the new force main. This 700 linear foot section of stream is degraded with poor vegetative quality and eroded streambanks. The debris and sediment wash directly into Lake Braewood downstream, causing flooding issues for residents. This will be a design-build project.

#### **ACCOUNT 45593 – CAPITAL IMPROVEMENTS - \$1,655,000**

- Dixie Creek Reach 5 Restoration - \$155,000 is allocated for this project which involves restoration of the creek and riparian corridor from Dixie Briggs Fromm to Gaslight Drive. This project is being constructed in conjunction with the Braewood Lift Station upgrade and force main installation and will restore the creek and corridor, much of which will be disturbed with the installation of the new force main. This 700 linear foot section of stream is degraded with poor vegetative quality and eroded streambanks. The debris and sediment wash directly into Lake Braewood



downstream, causing flooding issues for residents. This will be a design-build project.

- Woods Creek Reach 6&7 Restoration - \$1,500,000 is allocated for this project which involves the restoration of the creek and riparian corridor in the middle section of the Woods Creek Riparian Corridor north of Bunker Hill Drive. This project will correct major erosion of the creek banks as well as the restoration of a high-quality fen and detention area. Funds will pay for construction costs associated with this project. Engineering design was completed last fiscal year. The completion of this project is required to apply for a [319 Grant](#) for the Woods Creek Reach 8 project.

Attachment

The **Natural Area and Drainage Improvement Fund** provides for environmentally-conscious maintenance and improvements to storm water and drainage systems as well as restoring natural areas for the community.

The Natural Area and Drainage Improvement Fund supports the Village of Algonquin's mission by providing programs and services consistent with the following Guiding Principles:

	<b>Infrastructure</b>
	<b>Conservation</b>

### FY 23/24 Accomplishments

The following list provides a status update for departmental objectives outlined in the FY 23/24 budget document and other tasks completed during the fiscal year. The status list is current as of the date this document was published.

#### Complete

- Restore Dixie Creek Reach 3 through a restoration project.
- Continue Natural Area Maintenance Program.
- Complete emergency repairs to Ratt Creek at Harper Drive.
- Complete the Spella Fen Southwest Restoration project.
- Complete the Wynnfield Detention Naturalization project.

#### Near Completion

- Complete engineering for Surrey Lane Reach 2 Restoration project.
- Complete engineering for Windy Knoll, Oakview Drive & Twisted Oak Ravine.
- Complete engineering for Woods Creek Reach 8.
- Complete portion of the annual Storm Lining Program..



### FY 24/25 Objectives

#### Infrastructure


- Continue the Storm Sewer Lining Program to improve and maintain the stormwater drainage system within the Village.


#### Conservation

- Restore Dixie Creek Reach 5 through a naturalization project.
- Update the Jelke Creek Fox River Watershed Plan.
- Begin engineering for Ratt Creek Reach 3 Restoration project.
- Continue the annual Natural Area Maintenance Program to preserve and enhance green infrastructure and natural areas.
- Complete engineering for Surrey Lane Reach 2 Restoration project.
- Complete engineering for Windy Knoll, Oakview Drive & Twisted Oak Ravine.
- Complete Woods Creek Reach 6 & 7 stabilization project.
- Complete engineering for Woods Creek Reach 8.
- Update the Woods Creek Watershed Plan.

### Performance Measures and Statistics

The FY 24/25 budget aligns with the Village's Guiding Principles by using performance measures such as output, efficiency, and outcome measures. The budget sets aggressive targets to continuously improve service delivery and provide core services cost-effectively. Future budgets will include additional measures and strategies.

 <b>Infrastructure</b>					
<b>Objective:</b> Implement storm water and drainage infrastructure systems to reduce flooding hazards.					
Strategy/ Measure	2021	2022	2023		2024
	Actual	Actual	Actual	Target	Target
Maximize Excellent to Good survey rating for stormwater drainage	80.2%	80.4%	83.2%	>75.0%	>80.0 %

 <b>Conservation</b>					
<b>Objective:</b> Preserve and restore natural areas in our community.					
Strategy/ Measure	2021	2022	2023		2024
	Actual	Actual	Actual	Target	Target
Maximize Excellent to Good survey rating for preservation of natural areas	88.0%	83.9%	85.6%	>84.0%	>84.5%
Total Natural Area Acreage	603	687	687	687	690
Restored Natural Area Acreage	258	323	323	320	327
Unrestored Natural Area Acreage	345	364	364	364	370
Prescribed Burns Performed	8	8	8	8	7



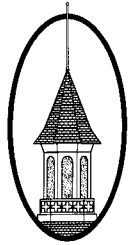


# Natural Area and Drainage Improvement Fund

# Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Budget
26000500	31011	Home Rule Sales Tax	\$ -	\$ 97,126.15	\$ 838,153.26	\$ 397,168.45	\$ 775,000.00	\$ 850,000.00
26000300	33032	Donations - Operating - PW	\$ -	\$ 836.77	\$ -	\$ -	\$ -	\$ -
26000300	33153	Donation - Watershed	-	-	203,144.85	7,245.00	5,000.00	5,000.00
26000300	33155	Donation - Wetland Mitigation	-	-	106,900.00	215,695.20	-	-
26000300	33252	Grants - Capital - PW	-	-	-	10,000.00	-	-
26000500	36001	Interest	-	33.07	297.85	2,840.47	-	-
26000500	36020	Interest - Investment Pools	-	-	36,974.53	46,661.69	2,500.00	50,000.00
26000500	38004	Transfer - Street Imp. Fund	-	580,900.00	-	-	-	-
26000500	38001	Transfer- General Fund	-	-	1,325,000.00	-	-	385,000.00
26000500	38006	Transfer - Park Imp. Fund	-	135,000.00	-	-	-	-
<b>Natural Area and Drainage Improvement Fund Total</b>			<b>\$ -</b>	<b>\$ 813,895.99</b>	<b>\$ 2,510,470.49</b>	<b>\$ 679,610.81</b>	<b>\$ 782,500.00</b>	<b>\$ 1,290,000.00</b>
<p>Notes: Ordinance 2022-O-05 amended the home rule retailers' occupation tax and service occupation tax to a rate of one percent (1.00%). Allocations in FY 23/24 for home rule sales tax are as follows: 75% to the Street Improvement Fund; 12.5% to the Park Improvement Fund; and 12.5% to the Natural Area and Improvement Fund.</p>								





**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**- M E M O R A N D U M -**

DATE: 01/22/2024

TO: Tim Schloneger, Village Manager

CC: Nadim Badran, Public Works Director

FROM: Vince Kilcullen, General Services Superintendent  
Mike Reif, Internal Services Supervisor

SUBJECT: Items to be Deemed Surplus

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**Unit #: 404**

**Year: 2018**

**Make: Ford**

**Model: F-150**

**ID/VIN: 1FTEX1E59JKF30517**

**Description: Truck involved in motor vehicle accident. Deemed total loss by village's insurance company.**







**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: February 12, 2024

TO: Tim Schloneger, Village Manager

FROM: Brad Andresen, Village Ecologist/Horticulturist

SUBJECT: Amendment to the Woods Creek Reach 6/7 Project Design Contract with HR Green

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Attached is amendment #1 for the engineering design services for the Woods Creek Reach 6&7 Stream Restoration project. The original design agreement for this project was executed in December 2022.

Once the design was underway, the Village had several field meetings with HR Green on constructability and functionality of the project. After evaluating field conditions, Village staff decided to increase the design scope because we felt wetland C needed to include a two-stage channel to convey stormwater through the wetland. This would make for better accessibility for the contractor as well as help with stormwater flow and upstream flooding. In addition, the permit fee for the required IDNR-OWR floodway permit increased from the time of HR Green's original proposal so a portion of the cost increase is due to this.

The proposed amendment from HR Green is in the amount of \$15,981.00. With this addition, the total design cost for the project is now \$135,689.00. The increase for this project will come from the Natural Area and Drainage Fund Randall Road Wetland Project. We had \$50,000.00 budgeted here but did not use this entire amount on the one year maintenance items.

Based on the information presented, we recommend that the Committee of the Whole take the necessary steps to advance this matter to the Village Board for approval. Staff proposes approving the additional design services agreement for the Woods Creek Reach 6&7 Stream Restoration Project from HR Green for \$15,981.00.

**Summary**

1. The original design agreement with HR Green for the Woods Creek Reach 6&7 Design was passed by the board on 12/20/2022
2. The Village increased the scope of design for this project and the IDNR-OWR permit fee has increased over previous years and therefore are recommending approval of this amendment to cover the additional costs.
3. HR Green has the original design agreement for this work in the amount of \$119,708.00 and staff is recommending an addendum to that agreement in the amount of \$15,981.00 for the additional design services and increased permit fees.
4. Sufficient funds are/will be available within the Natural Area and Drainage Fund to cover this cost.



**HR GREEN, INC.  
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

THIS AMENDMENT, made this 22nd day of December, 2023 by and between, VILLAGE OF ALGONQUIN the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Woods Creek Reaches 6 & 7 Stream Restoration

hereby amends the original Professional Services Agreement dated December 20, 2022 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

Additional drafting and design services performed by COMPANY to complete the preliminary and final plans. Portions of the project limits east of the existing HMA path were originally assumed to be wetland restoration and management only. After the preliminary submittal, CLIENT requested that this area be modified to include a two-stage channel and that the corridor extend from the Meijer stormwater basin to the HMA path. This work required additional 3D drafting of the channel and rework of the completed plan sheets.

Additional permitting fees were required as part of the IDNR-OWR Floodway permitting process. The executed Professional Services Agreement states under Section 2.5 Permitting states that the assumed fee for the IDNR-OWR Floodway permitting was \$1,150.00 and any additional fees would be the responsibility of CLIENT. The review fee paid by COMPANY was in the amount of \$3,910.00 which is \$2,760.00 more than the contract amount.

COMPANY Project Number: 220089

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- Per current rate schedule with a maximum fee to be increased by Fifteen Thousand Nine Hundred and Eighty-One Dollars (\$15,981.00).

The original Professional Services Agreement is in the amount of One Hundred and Nineteen Thousand Seven Hundred and Eight Dollars (\$119,708.00). The total authorized compensation after this Amendment, including the original Professional Services Agreement is One Hundred and Thirty-Five Thousand Six Hundred and Eighty-Nine Dollars (\$135,689.00).



THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

VILLAGE OF ALGONQUIN

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Ajay Jain', written over a horizontal line.

By: Nadim Badran, Director of Public Works

By: Ajay Jain, Vice President



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**- M E M O R A N D U M -**

DATE: February 14th, 2024  
TO: Tim Schloneger, Village Manager  
FROM: Brad Andresen, Village Ecologist / Horticulturist  
SUBJECT: 2024 Turf Weed Control and Fertilization Program

Public Works requested quotes from three contractors for turf grass weed control herbicide and fertilizer applications at multiple sites around the Village of Algonquin for the 2024 growing season with an option to extend services for two additional years at the listed prices.

The Village received the following pricing in response to our RFQ:

2024 Weed Control Quote Tabulation			
	Spring Green	Tru Green	Sebert
Task	Total Cost	Total Cost	Total Cost
Total Spring Treatment Cost	\$25,088.01	\$31,256.07	No Bid
Total Fall Treatment Cost	\$3,813.38	\$4,929.90	No Bid
<b>Grand Total 2024 Weed Control</b>	<b>\$28,901.39</b>	<b>\$36,185.97</b>	<b>No Bid</b>

Public works recommend to approve the Spring Green Vendor Services Agreement for a total of \$28,901.39. Public works has researched Spring Green they have been a local business founded in Naperville since 1977 and we believe they will deliver a quality product at the lowest possible price.

**Summary**

1. The Village contacted three contractors for weed control and fertilization pricing
2. Spring Green provided the lowest quote for the work
3. Sufficient funds are/will be available within the General Services and Water and Sewer operating budget to cover this cost.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the 2024 Weed Control & Fertilization in the amount of \$28,901.39 to Spring Green and further to authorize the Village Manager or his designee to sign an extension of this contract for an additional 2 years at \$28,901.39/year.



**VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services)**

Effective Date: May 1<sup>st</sup>, 2024

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Work/Services; Schedule B – Contract Price; Schedule C – Insurance.** No additional or contrary terms stated in the Vendor’s acknowledgment or other response shall be deemed a part of this Agreement.

Project: 2024 Weed Control and Fertilization	Location: Various sites within Algonquin, See schedule B
Originating Department: Village of Algonquin Public Works	
<b>Owner</b>	<b>Vendor</b>
<b>Name:</b> Village of Algonquin <b>Address:</b> 2200 Harnish Drive Algonquin, IL 60102 <b>Contact:</b> Brad Andresen <b>Phone:</b> 847-658-2700 <b>Email:</b> bradleyandresen@algonquin.org	<b>Name:</b> Spring Green <b>Address:</b> P.O. Box 1529 Plainfield, IL 60544 <b>Contact:</b> Ryan Winterbottom <b>Phone:</b> (800) 830-5914 ext 315 <b>Email:</b> RWinterbottom@spring-green.com

**PREVAILING WAGE NOTICE:** If this box is checked, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

**COST OF WORK:** The Contract Price of the Work under this Agreement is:  
 X Price as set forth in Schedule B

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
1		Total Contract Value	\$28,901.39

**TERM/COMPLETION DATE:** The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date is December 31st, 2024.

**ACCEPTANCE OF AGREEMENT:** The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

**VENDOR:**

**VILLAGE OF ALGONQUIN**

By: Ryan Winterbottom  
 Representative of Vendor authorized to execute Purchase Order Agreement

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

Title: Director of Commercial Accounts

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

Dated: 11/19/24

Dated: \_\_\_\_\_

## TERMS AND CONDITIONS

1. **Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.
2. **Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.
3. **Familiarity with Plans; Qualifications:** Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.
4. **Safety:** Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.
5. **Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.
6. **Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
7. **Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.
8. **Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.
9. **Vendor Warranty:** Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

**10. Insurance:**

10.1 Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if request by the Village) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

10.2 If required by Owner, Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Vendor in connection with the Work. Such performance and payment bond shall be an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

**11. Indemnity:**

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

11.2 In any and all claims against the Owner or any of its agents or employees, by any employee of Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.3 In addition to any indemnification obligations under this Agreement, Vendor acknowledges that should any items or work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorneys' fees.

**12. Termination; Force Majeure:** In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

**13. Remedies:** Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

**14. Compliance With Laws:** During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

**15. Notices:** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Order.

16. **Records, Reports and Information:** Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Vendor and the results thereof. Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

17. **Tobacco Use:** Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

18. **Assignment:** Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

19. **Limitation of Liability; Third Party Liability:** In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

20. **Waiver:** Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Vendor and Owner with respect to such future performance shall continue in full force and effect.

21. **Controlling Law, Severability:** The validity of this Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys' fees incurred in enforcing the terms of this Agreement. If any provision or requirement of this Agreement is declared or found to be unenforceable, that balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

### **GROUNDS MAINTENANCE SERVICES SPECIFICATIONS**

1. **Contract Term:** The specified site maintenance services for 2024 are to be performed between March 1st and November 15th. Upon agreement of both parties, after the conclusion of one successful season of provision of service, the contact may be extended up to two additional years at rates as submitted on the proposal.
2. **Working Hours:** Contractors must complete all operations involving powered equipment between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday.
3. **Unsatisfactory Performance:** The Village shall notify the contractor of any unsatisfactory performance. The contractor shall have 48 hours to correct the problem. The Village reserves the right to terminate the contract on fifteen (15) days written notice if the contractor fails to meet the specifications of this proposal at the sole discretion of the Village.
4. **Contractor Representative:** The contractor shall provide a representative, available by telephone, during regular business hours. The point of contact shall have authority to make decisions binding the contractor as it relates to this proposal.
5. **Employees:** Contractor shall maintain all necessary licenses to perform the work as required. All employees shall be properly supervised and uniformed at all times.
6. **Equipment and Vehicles:** Mowing equipment shall be maintained in good condition with blades sharpened to ensure a neat, clean cut. Equipment shall not be refueled or otherwise maintained in grassy areas. Equipment shall be moved to a hard surface for servicing and any spills cleaned up immediately. All guards, shields, and safety mechanisms must be in place and utilized to protect workers and the public.

### **Description of Services**

The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance is performed in a manner that will maintain a healthy, clean, and professionally landscaped appearance.

#### **General Requirements**

- a. Contractor shall work to avoid site damage with equipment. Problems such as scalping, gouging, tire damage (from turning or creating ruts in wet soil), damage to landscaping or other site amenities, will not be tolerated. Contractor shall immediately repair any damages caused as a result of performing work related to the contract.

This is **SCHEDULE A**, consisting of 2 pages, referred to in and part of the **Village of Algonquin Purchase Agreement (Vendor/Services)**  
No. \_\_\_\_\_ effective 05/01/2024

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b. The contractor will be responsible for providing any and all work zone safety and traffic control devices. Traffic control safety shall comply with the Manual on Uniform Traffic Control Devices, latest edition.

### **Turf Weed Control/Fertilization**

Fertilizer that supplies the major nutrients of nitrogen and potassium shall be utilized and dispensed in accordance with manufacturer's recommended application and dose rate for the specific turf type. Spread fertilizer and weed control evenly using a drop spreader, broadcast spreader, and/or liquid sprayer. The following two (2) application schedules for fertilization and weed control shall be completed: Spring (before May 15th) granular/liquid fertilizer and broadleaf weed control/post-emergent; Early Fall (September) granular/liquid fertilizer. It shall be the contractor's responsibility to determine what type of soil is present for each site and what type of fertilizer to use to ensure for well-balanced nutrients and plush looking lawn. All fertilizers and weed control agents shall be approved by the Village Ecologist/Horticulturist prior to application.

Any questions relative to this document should be addressed to:  
Brad Andresen, Village of Algonquin Ecologist/Horticulturist  
(847) 658-2754 ext. 4435, or [bradleyandresen@algonquin.org](mailto:bradleyandresen@algonquin.org) or

This is **SCHEDULE B**, consisting of 2 pages, referred to in and part of the **Village of Algonquin Purchase Agreement (Vendor/Services)**  
 No. \_\_\_\_\_ effective May 1<sup>st</sup>, 2024

Site ID#	Address	Mowing Area Name	Acerage	Square Footage	Spring Cost	Fall Cost
<b>Admn Sites (require both spring and fall treatment)</b>						
M-063	2 MAIN ST S	Historic Village Hall	0.19	8,276	\$49.00	\$49.00
M-088	110 MITCHARD WAY	Public Works Facility	2.13	92,572	\$276.27	\$276.27
M-136	2200 HARNISH DR	Ganek Municipal Center	1.38	60,264	\$131.38	\$131.38
<b>3</b>						
M-051	990 CARY RD	Cemetery - Fine	8.26	359,704	\$1,073.50	\$1,073.50
<b>General Services Sites (require only spring treatment)</b>						
M-002	COMPTON DR	Compton Dr ROW Fine	1.55	67,526	\$201.52	
M-005	ALGONQUIN LAKES OPEN SPACE	Algonquin Lakes Subdivision Open Space	6.38	277,865	\$829.40	
M-006	700 LAKE PLUMLEIGH WAY	Algonquin Lakes Park	8.28	360,865	\$1,076.40	
M-013	1620 RIVERWOOD DR	Riverwood Dr Trail Connection	0.06	2,403	\$39.00	
M-014	1430 RIVERWOOD DR	Riverwood Dr Vacant Lot	0.15	6,370	\$47.00	
M-017	599 LONGWOOD DR	Snapper Field/Lions Pool	3.39	147,668	\$440.70	
M-022	18 WOODVIEW LN	Woodview Ln Island	0.26	11,471	\$59.00	
M-024	101 COUNTRYSIDE DR	Countryside Detention	0.22	9,686	\$55.00	
M-025	1040 TIMBERWOOD LN	Holder Park	5.36	233,301	\$696.80	
M-026	1050 BLUE RIDGE PKWY	Blue Ridge Detention	3.06	133,102	\$397.80	
M-027	2021 TAHOE PKWY	Tahoe Pkwy Detention Access Strip	0.1	4,180	\$42.00	
M-028	1420 YELLOWSTONE PKWY	Yellowstone Park	2.31	100,562	\$300.30	
M-032	700 HIGHLAND AVE	Presidential Park	13.22	575,945	\$1,718.60	

VOA: \_\_\_\_\_

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M-040	806 OCEOLA DR	Oceola Dr Vacant Lot	0.13	5,473	\$45.00	
M-044	1250 GETZELMAN TER	Pioneer Park	0.64	27,891	\$105.30	
M-049	IL ROUTE 31	IL Route 31 North Islands	2.26	98,612	\$293.80	
M-057	MAIN ST N	Main St N ROW	1.43	62,291	\$185.90	
M-059	201 HARRISON ST N	Riverfront Park	0.7	30,647	\$119.34	
M-061	101 HARRISON ST S	Cornish Park	2.11	91,817	\$274.30	
M-062	HARRISON ST S	Harrison St S ROW & Parking Lots	0.1	4,259	\$45.00	
M-064	100 JEFFERSON ST	Towne Park - Fine	5.11	222,461	\$664.30	
M-066	RAILROAD ST	Railroad St ROW	0.66	28,786	\$112.24	
M-067	MAIN ST S	MCCD Trailhead	0.36	15,880	\$65.00	
M-073	HUNTINGTON DR	Huntington Dr ROW	0.66	28,772	\$112.20	
M-074	801 CIRCLE DR	Hill Climb Park Fine	4.02	175,088	\$522.60	
M-086	1210 SURREY LN	Surrey Ln Preserve	0.4	17,356	\$69.00	
M-092	HARNISH DR	Harnish Dr ROW & Open Space	1.16	50,334	\$150.80	
M-094	1200 HUNTINGTON DR N	Stoneybrook Park	0.78	33,881	\$130.00	
M-096	1295 PARKWOOD CIR	Jaycee Field	1.26	54,887	\$163.80	
M-097	PARKVIEW TER E	Parkview Ter E ROW	0.1	4,442	\$42.00	
M-098	700 TERRACE DR	Gaslight Park	3.9	170,090	\$507.00	
M-099	HANSON RD	Hanson Rd ROW - Fine	6.21	270,342	\$807.30	
M-102	COUNTY LINE RD & HANSON RD	Lawndale Park Preserve	0.73	31,609	\$123.24	
M-104	LAWNDALE DR	Lawndale Park Fine	2.26	98,605	\$293.80	
M-106	ACROSS FROM 1521 WYNNFIELD DR	Wynnfield Dr ROW	0.13	5,606	\$45.00	
M-109	NOTTING HILL RD & WYNNFIELD DR	Notting Hill Rd/Wynnfield Dr ROW	0.22	9,572	\$55.00	
M-111	ACROSS FROM 1461 WHITE CHAPEL LN	White Chapel Detention	0.26	11,392	\$59.00	
M-112	ACROSS FROM 1320 WYNNFIELD DR	Wynnfield Detention	1.18	51,401	\$153.40	
M-114	LONGMEADOW PKWY	Longmeadow Pkwy ROW	9.38	408,421	\$1,219.40	
M-115	2051 BROADSMORE DR	Broadsmore Park	3.85	167,748	\$500.50	
M-121	2001 WYNNFIELD DR	Willoughby Farms Park	8.23	358,499	\$1,069.90	
M-122	STONEGATE RD & TUNBRIDGE CT	Tunbridge Park	1.18	51,494	\$153.40	
M-123	HARNISH DR	High Hill Park Upper	3.78	164,870	\$491.40	
M-124	501 KIRKLAND DR	High Hill Park Lower Fine	3.18	138,672	\$413.40	
M-128	ARQUILLA DR	Arquilla Detention	0.06	2,604	\$39.00	
M-129	LAKE DR S	Lake Dr S Detention	0.77	33,647	\$130.00	
M-130	OAKLEAF RD S & HUNTINGTON DR N	Falcon Ridge Nature Preserve	0.26	11,379	\$59.00	



M-133	STONEGATE RD	Stonegate Rd ROW	0.23	10,222	\$59.00	
M-135	HUNTINGTON DR N	Huntington Dr N/Stonegate Rd ROW	1.73	75,552	\$259.50	
M-138	RANDALL RD	Randall Rd ROW	3.17	137,897	\$412.10	
M-140	2575 ALGONQUIN RD W	Algonquin Rd Island	0.15	6,452	\$45.00	
M-143	COUNTY LINE RD	County Line Rd Island	0.03	1,324	\$34.00	
M-144	CORPORATE PKWY	Corporate Pkwy Islands	0.99	43,130	\$130.00	
M-145	POND VIEW DR	Pond View Drive Open Space	1.05	45,885	\$136.50	
M-146	EINEKE CT	Eineke Ct ROW	0.14	6,095	\$45.00	
M-147	BETWEEN EINEKE BLVD & HARNISH DR	Grand Reserve Prairie	0.74	32,357	\$126.19	
M-148	2870 HARNISH DR	Harnish Dr ROW	0.53	23,256	\$89.70	
M-151	2600 HARNISH DR	Spella Park Lower	4.61	200,812	\$599.30	
M-152	FAIRWAY VIEW DR & WINTERGREEN TER	Spella Park Upper	4.06	176,854	\$527.80	
M-154	WOODS CREEK LN	Woods Creek Ln ROW & Open Space	1.33	58,134	\$172.90	
M-156	BUNKER HILL DR	Bunker Hill Dr ROW & Open Space	2.44	106,491	\$317.20	
M-159	BROOKSIDE AVE	Brookside Ave ROW	0.22	9,743	\$55.00	
M-162	BETWEEN BUNKER HILL DR & FAIRWAY VIEW DR	Fairway View Dr ROW	0.22	9,723	\$55.00	
M-163	BETWEEN BUNKER HILL DR & FAIRWAY VIEW DR	Trails of Woods Creek Open Space	2.17	94,656	\$282.10	
M-165	3711 PERSIMMON DR	Wood Park	5.16	224,979	\$670.80	
M-167	3650 WINTERGREEN TER	Wintergreen Ter ROW Fine	0.19	8,461	\$47.00	
M-168	800 SQUARE BARN RD	Kelliher Park	11.52	501,811	\$1,497.60	
M-195	HUNTLEY RD AND BROADSMORE DRIVE	Northpoint - Fine	3.46	150,718	\$449.80	
M-196	Next to 103 S. Main St	RIVERWALK MAIN ST TO FOX RIVER	0.04	1,742	\$34.00	
M-198	HARNISH DR TO 1401 MILLBROOK DR	MILLBROOK DR ROW	0.62	27,007	\$105.30	
<b>Utility Sites (require both spring and fall treatment)</b>						
M-077	LA FOX RIVER DR	Old Town Lift Station	0.13	5,798	\$45.00	\$45.00
M-079	125 WILBRANDT DT	Wastewater Treatment Facility	2.42	105,415	\$314.60	\$314.60
M-103	1001 GASLIGHT DR	Braewood Lift Station	2.28	99,523	\$296.40	\$296.40
M-149	2870 HARNISH DR	Grand Reserve Lift Station	0.18	7,773	\$49.00	\$49.00
M-158	3045 ALGONQUIN RD W	Woods Creek Lift Station	0.15	6,742	\$47.00	\$47.00
<b>Water Sites (require both spring and fall treatment)</b>						
M-010	901 SANDBLOOM RD	Well 6	0.07	2,912	\$39.00	\$39.00
M-016	1000 SOUWANAS TRL	Water Treatment Plant 1	0.4	17,211	\$69.00	\$69.00
M-023	900 WESLEY LN	Countryside Booster Station & Standpipe	0.3	13,260	\$65.00	\$65.00

M-053	1091 CARY RD	Cary Booster Station	0.37	15,931	\$67.00	\$67.00
M-080	1330 HILLSIDE VIEW DR	Hillside Booster Station	0.09	4,059	\$42.00	\$42.00
M-090	700 HUNTINGTON DR	Huntington Dr Booster Station & Standpipe	0.6	26,136	\$101.93	\$101.93
M-101	740 HANSON RD	Hanson Water Tower	0.17	7,219	\$49.00	\$49.00
M-110	1461 WYNNFIELD DR	Water Treatment Plant 2 Fine	1	43,754	\$130.00	\$130.00
M-120	SLEEPY HOLLOW RD	Well 9	0.13	5,666	\$45.00	\$45.00
M-141	2600 BUNKER HILL DR	Jacobs Water Tower	0.41	18,019	\$69.00	\$69.00
M-169	901 SQUARE BARN RD	Well 13	0.3	13,146	\$60.00	\$60.00
M-171	1000 SQUARE BARN RD	Water Treatment Plant 3	6.11	266,294	\$794.30	\$794.30
			<b>Total Acres</b>	<b>Total Sq Ft</b>	<b>Total Spring</b>	<b>Total Fall</b>
			183.67	7,963,216	\$25,088.01	\$3,813.38
					<b>Grand Total</b>	\$28,901.39

## Insurance Requirements – Vendor/Services

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### Required Insurance:

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
  - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
  - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
  - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
  - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

### Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

VOA: \_\_\_\_\_

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3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.
5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

**General Insurance Provisions**

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.

VOA: \_\_\_\_\_

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**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: February 14th, 2024  
TO: Tim Schloneger, Village Manager  
FROM: Brad Andresen, Village Ecologist / Horticulturist  
SUBJECT: 2024 Natural Area Maintenance Agreement Approval

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In January of this year, we sent out a request for quote to four qualified ecological contractors for natural area maintenance services for the 2024 growing season.

We received three quotes for completing the work:

<b>Contractor</b>	<b>Base Quote Price</b>
Resource Environmental Solutions (RES)	\$76,900.00
Baxter & Woodman NR	\$100,301.00
Cardinal State, LLC	\$103,550.00
ENCAP	No Bid

We request approval for this contract in February/March so that the contractor has sufficient time to plan for the upcoming growing season.

The Village of Algonquin has a robust inventory of restored natural areas on Village-owned property. These native ecosystems include restored prairie, savanna, woodland, wetland, and sedge meadow habitats. These habitats require specialized maintenance by qualified personnel on a regular basis to maintain a healthy balance of plant species and to combat the ever-present pressure of invasive species that will continually be a threat to the health of these areas.

We recommend to approve the RES proposal for 2024 natural area maintenance. The Village has a long history of working with the RES team and they have been able to provide quality work, good communication, and reasonable prices.

**Summary**

1. The Village received three quotes for the 2024 Natural Area Maintenance RFQ
2. Resource Environmental Services provided the lowest quote for the work at \$76,900.00
3. Sufficient funds are/will be available within the natural area and drainage budget to cover the costs.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the 2024 Natural Area Maintenance Service Agreement in the amount of \$76,900.00 to Resource Environmental Solutions.

**VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services)**

Effective Date: 05/01/2024

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Work/Services; Schedule B – Contract Price; Schedule C – Insurance.** No additional or contrary terms stated in the Vendor’s acknowledgment or other response shall be deemed a part of this Agreement.

Project: 2024 Natural Area Maintenance	Location: Various sites (see attached maps)
Originating Department: <b>Village of Algonquin Public Works</b>	
<b>Owner</b>	<b>Vendor</b>
<b>Name :</b> Village of Algonquin <b>Address:</b> 2200 Hamish Drive Algonquin, IL 60102 <b>Contact:</b> Brad Andresen <b>Phone:</b> (515) 460-7269 <b>Email:</b> bradleyandresen@algonquin.org	<b>Name:</b> RES Great Lakes, LLC <b>Address:</b> 11714 Powder Park Rd Unit B Huntley, IL 60142 <b>Contact:</b> Derek Brehm <b>Phone:</b> (262) 352-9572 <b>Email:</b> dbrehm@res.us

**PREVAILING WAGE NOTICE:** If this box is checked, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

**COST OF WORK:** The Contract Price of the Work under this Agreement is: \$76,900.00

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
\$76,900.00	Each	See attached Scheduled “B” for pricing details	\$76,900.00

**TERM/COMPLETION DATE:** The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date, if any, is April 30th, 2025.

**ACCEPTANCE OF AGREEMENT:** The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

**VENDOR: RES Great Lakes, LLC**

**VILLAGE OF ALGONQUIN**

By: *Derek Brehm*  
 Representative of Vendor authorized to execute Purchase Order Agreement

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

Title: Operations Manager, IL

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

Dated: 2/14/2024

Dated: \_\_\_\_\_

## TERMS AND CONDITIONS

- 1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by both parties. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.
- 3. Familiarity with Plans; Qualifications:** Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.
- 5. Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.
- 8. Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.
- 9. Vendor Warranty:** Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

**10. Insurance:**

**10.1** Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if request by the Village) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

**10.2** If required by Owner, Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Vendor in connection with the Work. Such performance and payment bond shall be an amount determined by Owner.

**10.3** Breach of this paragraph is a material breach subject to immediate termination.

**11. Indemnity:**

**11.1** Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction. Notwithstanding anything to contrary contained herein, Vendor assumes no liability for and shall not be required to save Owner Harmless or indemnify it for any claims arising out of and/or resulting from Owner's own negligence or willful misconduct.

**11.2** In any and all claims against the Owner or any of its agents or employees, by any employee of Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

**11.3** In addition to any indemnification obligations under this Agreement, Vendor acknowledges that should any items or work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorneys' fees.

**12. Termination; Force Majeure:** In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

**13. Remedies:** Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

**14. Compliance With Laws:** During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

**15. Notices:** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Order.



**16. Records, Reports and Information:** Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Vendor and the results thereof. Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

**17. Tobacco Use:** Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

**18. Assignment:** Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

**19. Limitation of Liability; Third Party Liability:** In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

**20. Waiver:** Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Vendor and Owner with respect to such future performance shall continue in full force and effect.

**21. Controlling Law, Severability:** The validity of this Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys' fees incurred in enforcing the terms of this Agreement. If any provision or requirement of this Agreement is declared or found to be unenforceable, that balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

**SCHEDULE B to Village of Algonquin Purchase Order Agreement No. \_\_\_\_\_**

**Contract Price – Consultant Services**

**RES Great Lakes, LLC**

2024 Natural Area Maintenance Bid Form					
Base Bid: Spring 2024 Post-Burn Spot Herbicide (Central MU)					
Site Name	Task	Acreage	Quantity	Trip Cost	Total Cost
Arquilla Detention	Spring Post-Burn Spot Herbicide Visit	1.3	1 Trip	\$900.00	\$900.00
Dixie Creek Riparian Corridor: Sleepy Hollow to Wynnfield Dr	Spring Post-Burn Spot Herbicide Visit	19	1 Trip	\$3,800.00	\$3,800.00
Falcon Ridge Nature Preserve	Spring Post-Burn Spot Herbicide Visit	6	1 Trip	\$1,800.00	\$1,800.00
Gaslight Park Bird and Butterfly Sanctuary	Spring Post-Burn Spot Herbicide Visit	2	1 Trip	\$1,200.00	\$1,200.00
Highland Ave. Detentions	Spring Post-Burn Spot Herbicide Visit	1.7	1 Trip	\$1,100.00	\$1,100.00
Hill Climb Park Woodland	Spring Post-Burn Spot Herbicide Visit	4.1	1 Trip	\$1,300.00	\$1,300.00
Holder Detention	Spring Post-Burn Spot Herbicide Visit	1.4	1 Trip	\$900.00	\$900.00
Lawndale Park Nature Preserve North	Spring Post-Burn Spot Herbicide Visit	2.3	1 Trip	\$1,100.00	\$1,100.00
Legion Drive Prairie	Spring Post-Burn Spot Herbicide Visit	0.3	1 Trip	\$500.00	\$500.00
Light of Christ Church Detention	Spring Post-Burn Spot Herbicide Visit	2.6	1 Trip	\$1,200.00	\$1,200.00
Mill Creek Tributary	Spring Post-Burn Spot Herbicide Visit	1.9	1 Trip	\$1,200.00	\$1,200.00
Spectrum Native Corridor	Spring Post-Burn Spot Herbicide Visit	5.1	1 Trip	\$1,600.00	\$1,600.00
Surrey Ln Preserve	Spring Post-Burn Spot Herbicide Visit	5.9	1 Trip	\$1,800.00	\$1,800.00
Towne Park Prairie	Spring Post-Burn Spot Herbicide Visit	4	1 Trip	\$1,300.00	\$1,300.00
Western Bypass Prairie	Spring Post-Burn Spot Herbicide Visit	7.4	1 Trip	\$2,100.00	\$2,100.00
Wood Park Detention	Spring Post-Burn Spot Herbicide Visit	2.5	1 Trip	\$1,100.00	\$1,100.00
Stoneybrook Park Detention	Spring Post-Burn Spot Herbicide Visit	0.4	1 Trip	\$700.00	\$700.00
Woods Creek Trail Detentions	Spring Post-Burn Spot Herbicide Visit	2.2	1 Trip	\$1,000.00	\$1,000.00
<b>Totals</b>					
18 sites	Total Post-Burn Spot Herbicide Visit	70.1		Subtotal	<b>\$24,600.00</b>

Base Bid: 2024 Growing Season Maintenance					
Site Name	Task	Acreage	Quantity	Trip Cost	Total Cost
Blue Ridge Detention	Maintenance Visit	3.3	2 Trips	\$1,400.00	\$2,800.00
Countryside Detention	Maintenance Visit	0.9	2 Trips	\$700.00	\$1,400.00
Crystal Creek and Western Bypass	Maintenance Visit	7.4	2 Trips	\$2,800.00	\$5,600.00
Crystal Creek, Main Street to Fox River	Second Growing Season Maintenance	0.76	4 Trips	\$700.00	\$2,800.00
Grand Reserve Newly Seeded Area	Second Growing Season Maintenance	0.6	3 Trips	\$600.00	\$1,800.00
Highland Ave Detentions	Maintenance Visit	1.7	2 Trips	\$1,300.00	\$2,600.00
Hill Climb Park	Maintenance Visit (1 mow & 1 herbicide)	4.1	2 Trips	\$1,300.00	\$2,600.00
Holder Detention	Maintenance Visit (2 mow & 1 herbicide)	1.4	3 Trips	\$1,000.00	\$3,000.00
Presidential Park Basins	First Growing Season Maintenance	1.7	3 Trips	\$1,000.00	\$3,000.00
Public Works Prairie	Maintenance Visit	1.8	2 Trips	\$800.00	\$1,600.00
Souwanas Reach 1 & 2 Restoration	Maintenance Visit	5	4 Trips	\$1,900.00	\$7,600.00
Towne Park Prairie	Maintenance Visit	4	3 Trips	\$2,000.00	\$6,000.00
Woods Creek Trail 5 Detentions	Maintenance Visit	2.2	2 Trips	\$1,200.00	\$2,400.00
Yellowstone Detention and Woodland	Maintenance Visit	6.8	2 Trips	\$2,300.00	\$4,600.00
Winding Creek	Late Season Spot Spray	4.4	1 Trip	\$1,600.00	\$1,600.00
<b>Totals</b>					
15 sites	Total Maintenance Sites	46.06		Subtotal	<b>\$49,400.00</b>

Base Bid: 2024 Misc Services						
Site Name	Task	Acreage	Quantity	Trip Cost	Total Cost	
Spella Park Pollinator Steeple Hill	November Dormant Season Mowing	8	1 Trip	\$1,500.00	\$1,500.00	
Yellowstone Woodland	Resprout treatment	3	1 Trip	\$1,400.00	\$1,400.00	
<b>Totals</b>						
2 sites	Total Misc Service Sites	11		Subtotal	<b>\$2,900.00</b>	
					<b>Base Bid Grand Total</b>	<b>\$76,900.00</b>

Alternate 1: Winter Brushing Hourly Rates	
Task	Hourly Rate
Skid Steer with fecon-style mulcher	\$220.00
Winter Clearing Hand Labor	\$60.00

Alternate 2: Phragmites Wicking	
Task	Hourly Rate
Marsh Master Wicking	\$300.00

VOA: \_\_\_\_\_

\_\_\_\_\_ :



# Village of Algonquin

The Gem of the Fox River Valley

## 2024 Natural Area Maintenance Request For Quote

Submit completed Quote form to [bradleyandresen@algonquin.org](mailto:bradleyandresen@algonquin.org)

Quotes due: 10am Friday, February 2<sup>nd</sup>

**Pre-Bid Meeting:** Thursday, January 25<sup>th</sup> 2024 at 8am. Algonquin Public Works Admin Conference Room, 110 Mitchard Way, Algonquin, IL

### Description:

The Village of Algonquin is seeking quotes from qualified contractors for maintenance work on restored natural areas within the Village of Algonquin during the 2024 growing season.

### Contract Term:

All work to take place between May 1<sup>st</sup>, 2024 and April 30<sup>th</sup>, 2025.

### Working Hours:

Contractors must complete all operations involving powered equipment between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday.

### Unsatisfactory Performance:

The Village shall notify the contractor of any unsatisfactory performance. The contractor shall have 48 hours to correct the problem. The Village reserves the right to terminate the contract on fifteen (15) days written notice if the contractor fails to meet the specifications of this proposal at the sole discretion of the Village.

### Project Specifications:

#### Natural Area Maintenance to include the following Activities:

##### Spot Herbicide Treatment:

Spot application of herbicide to target species using a various application methods. Backpack spraying, wick application and boom spraying are all approved methods of applying herbicide. Contractor shall select the most efficient application method that limits the amount of collateral damage caused to non-target species. Contractor responsible for restoration of areas impacted by overspray to non-target species at no additional cost to the Village. All employees who apply herbicide on Village property must hold a valid Illinois Department of Agriculture Pesticide license. Appropriate personal protective equipment and safe storage practices should be followed on all Village herbicide application projects.

##### Spot Mowing:

Mowing of annual and biennial target species to prevent seed production. Approved mowing methods include: weed whip, walk behind mower, and tractor mowing using a bush-hog or batwing type mower. Mowing should not adversely impact desirable species.



# Village of Algonquin

The Gem of the Fox River Valley

## **Dormant Season Rough Mowing:**

Natural Areas in which we intend to perform a dormant-season rough mow should be mowed to a height of 6-8" using a bush hog, brush mower, or other equipment that will mow material at the desired height. Dormant season mowing to be completed after November 15<sup>th</sup> and before April 1<sup>st</sup>.

## **Brush Removal**

Invasive woody brush should be controlled within managed natural areas. Woody species on the species list shall be cut and stump treated as necessary to prevent resprouting. Cut material over 2" in diameter to be disposed of via brush pile burning (IEPA burn permit required for Brush Pile burning) or chipping.

## **Woody Resprout Treatment**

Spot herbicide application within areas recently brushed. Target both sapling and resprouting stumps with appropriate herbicide.

## **Species List:**

See Appendix A for list of weedy and invasive species to manage within the restored natural areas.

## **Work Location:**

All sites within the municipality of Algonquin, IL. See Appendix B for maps of individual sites.

**Performance Standard:** 90% one season kill of target species

## **Alternate Bid Specifications:**

### **Skid Steer with Fecon-style mulcher**

Hourly price to include operator, tracked skid steer with forestry package and mulching head. If alternate bid is awarded, the Village will contract in 8-hour increments.

### **Winter Clearing Hand Labor**

Hourly price for hand clearing labor. Labor to include cutting material (brush saw and/or chainsaw), herbicide application to cut stumps, and removal by either brush-pile burning or placing into piles for the Village to chip and remove from the site. If alternate bid is awarded, the Village will contract in 8-hour increments.

### **Marsh Master with Wick Applicator**

Hourly price for marsh-master with wick-bar applicator. Target species for marsh master treatment will be *Phragmites australis* and/or *Typha x glauca*. Price to include operator, mobilization, and herbicide. If alternate bid is awarded, the Village will contract in 8-hour increments.

## **Village Contact:**

Brad Andresen

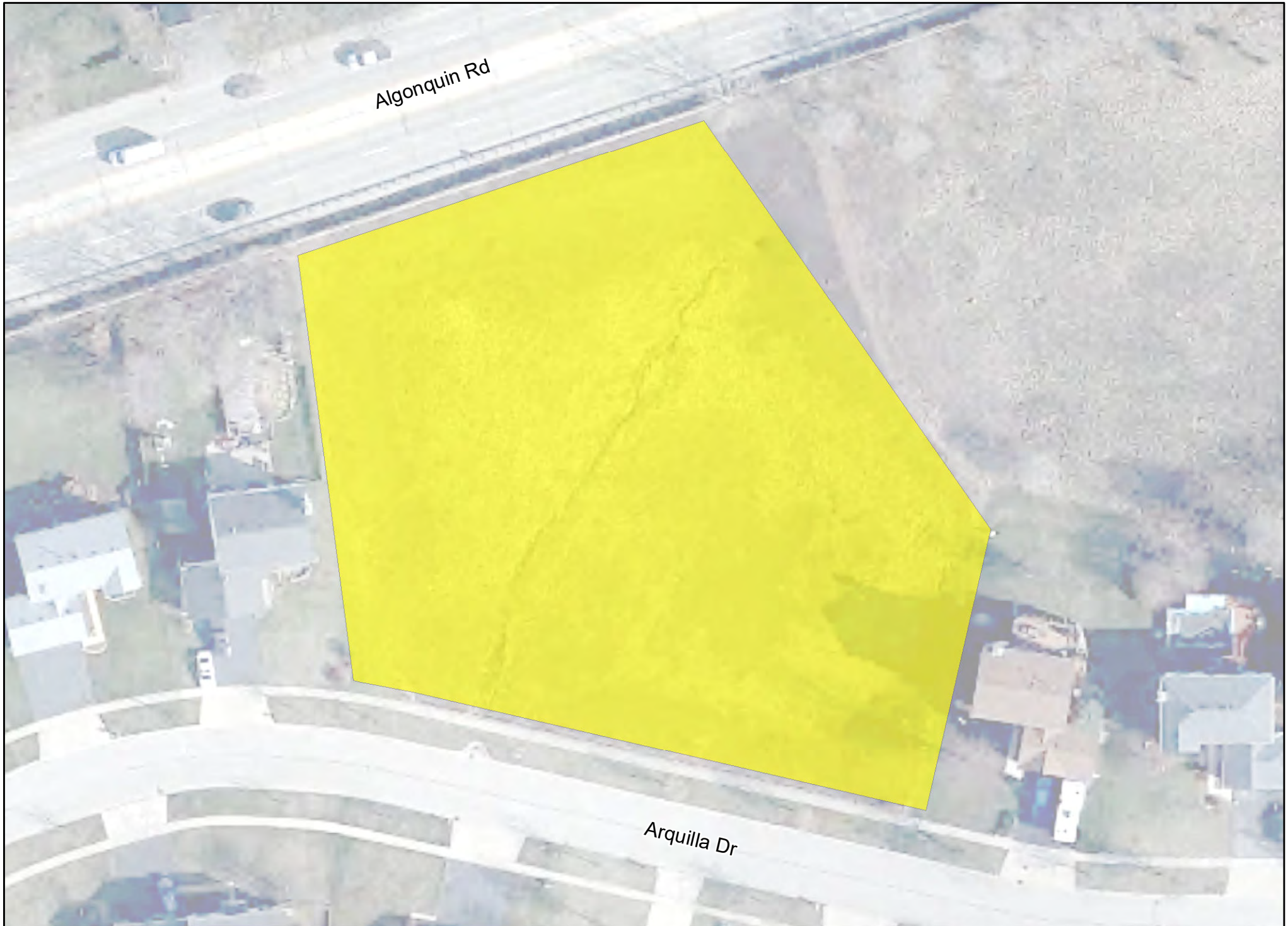
Village of Algonquin Ecologist/Horticulturist

Mobile (515) 460-7269

Email: [Bradleyandresen@algonquin.org](mailto:Bradleyandresen@algonquin.org)

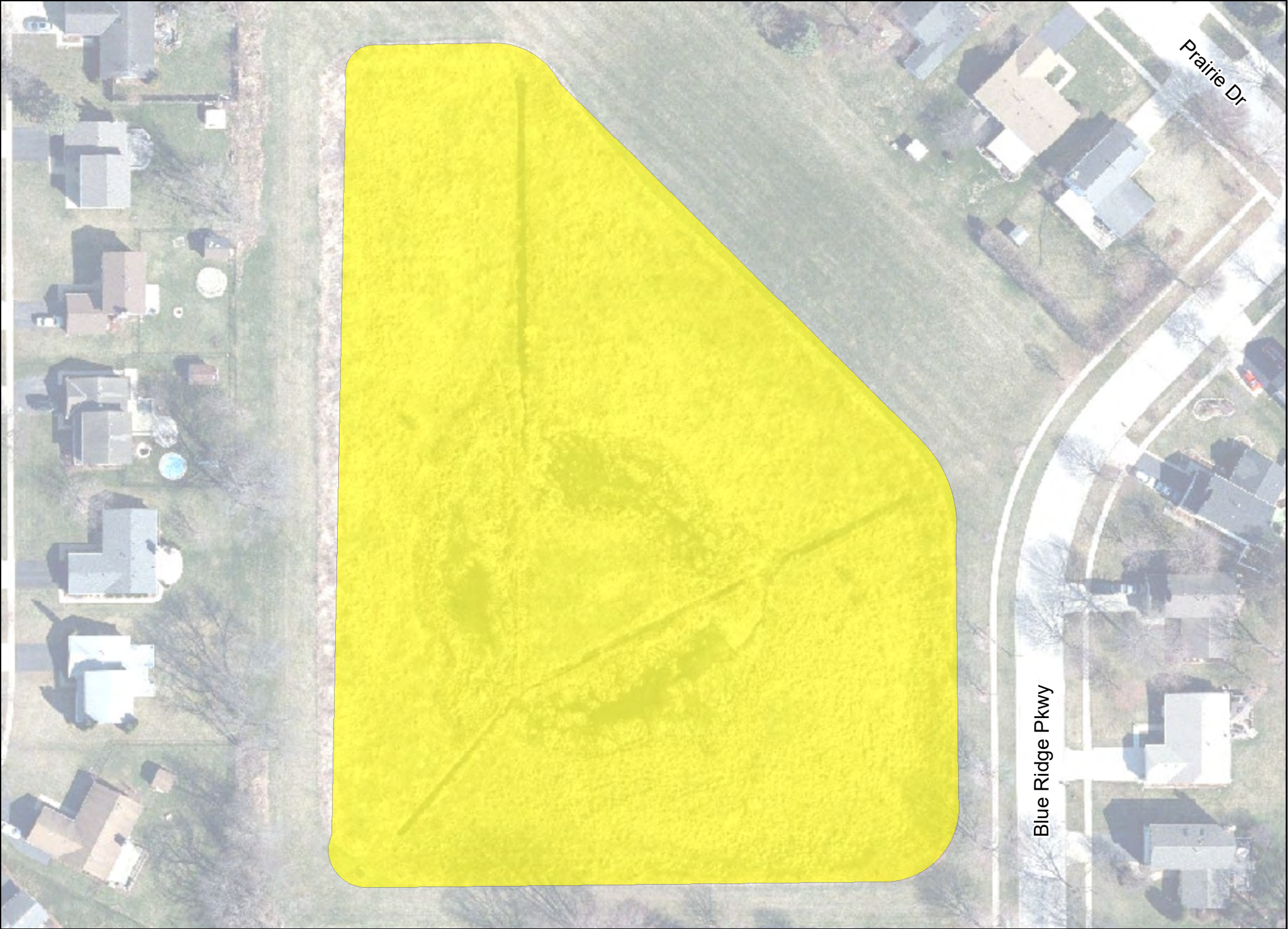
# ARQUILLA DETENTION

1.31 Acres



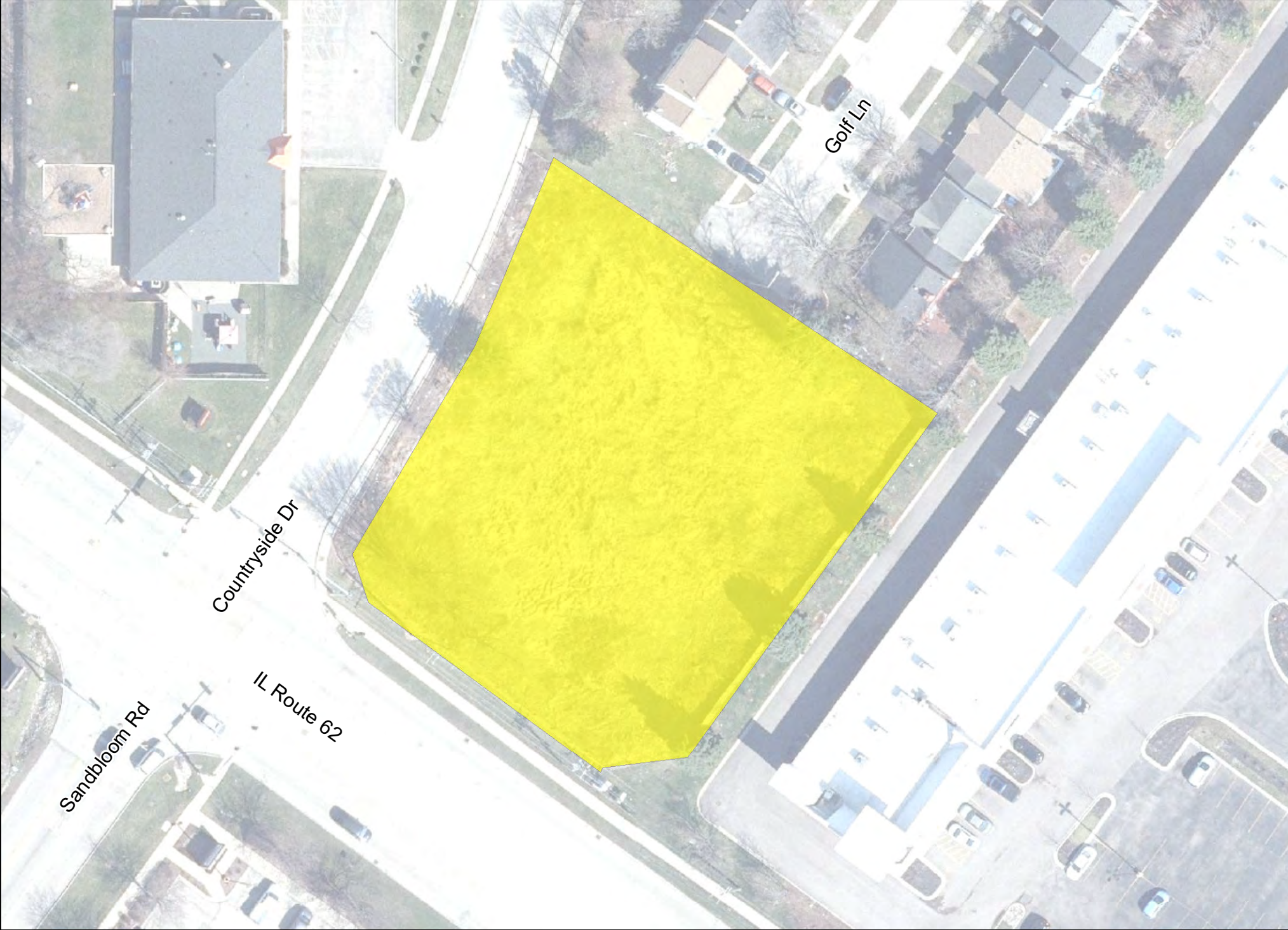
# BLUE RIDGE DETENTION

3.33 Acres



# COUNTRYSIDE DETENTION

0.86 Acres



Countryside Dr

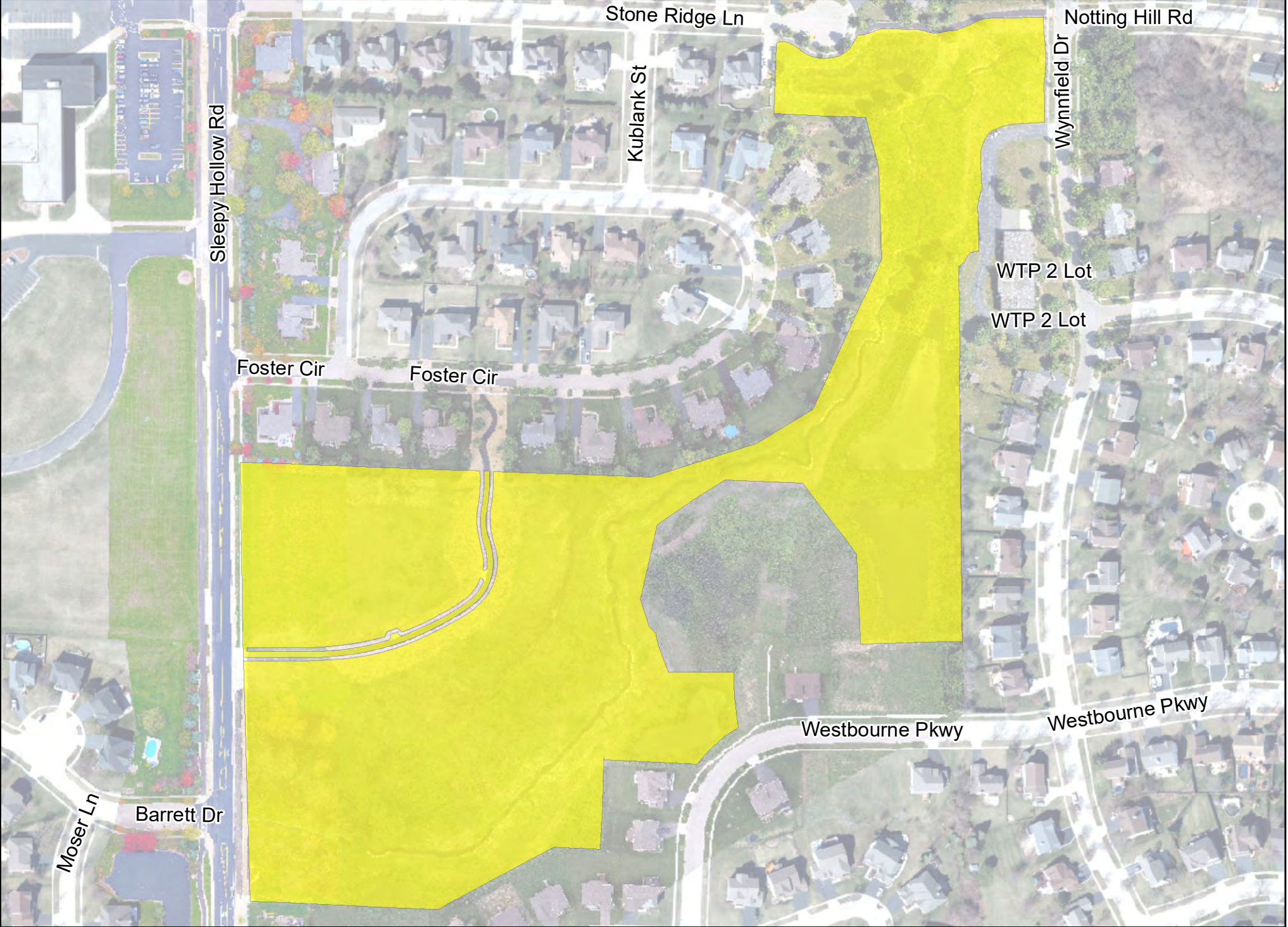
Sandbloom Rd

IL Route 62

Golf Ln

# DIXIE CREEK RIPARIAN CORRIDOR-SLEEPY HOLLOW TO WYN

19.04 Acres



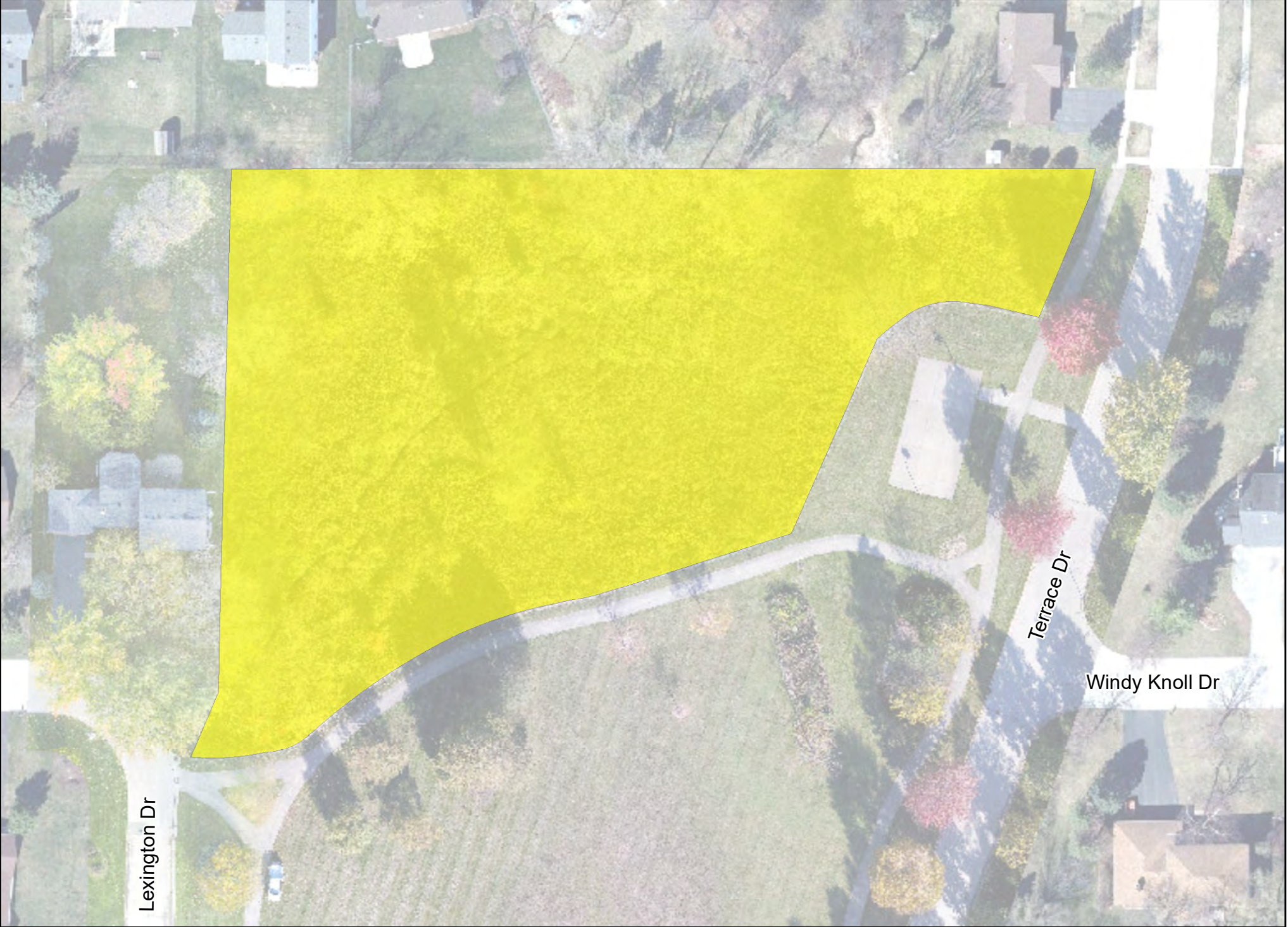


# FALCON RIDGE NATURE PRESERVE - 6.0 Acres



# GASLIGHT PARK BIRD & BUTTERFLY SANCTUARY

1.99 Acres



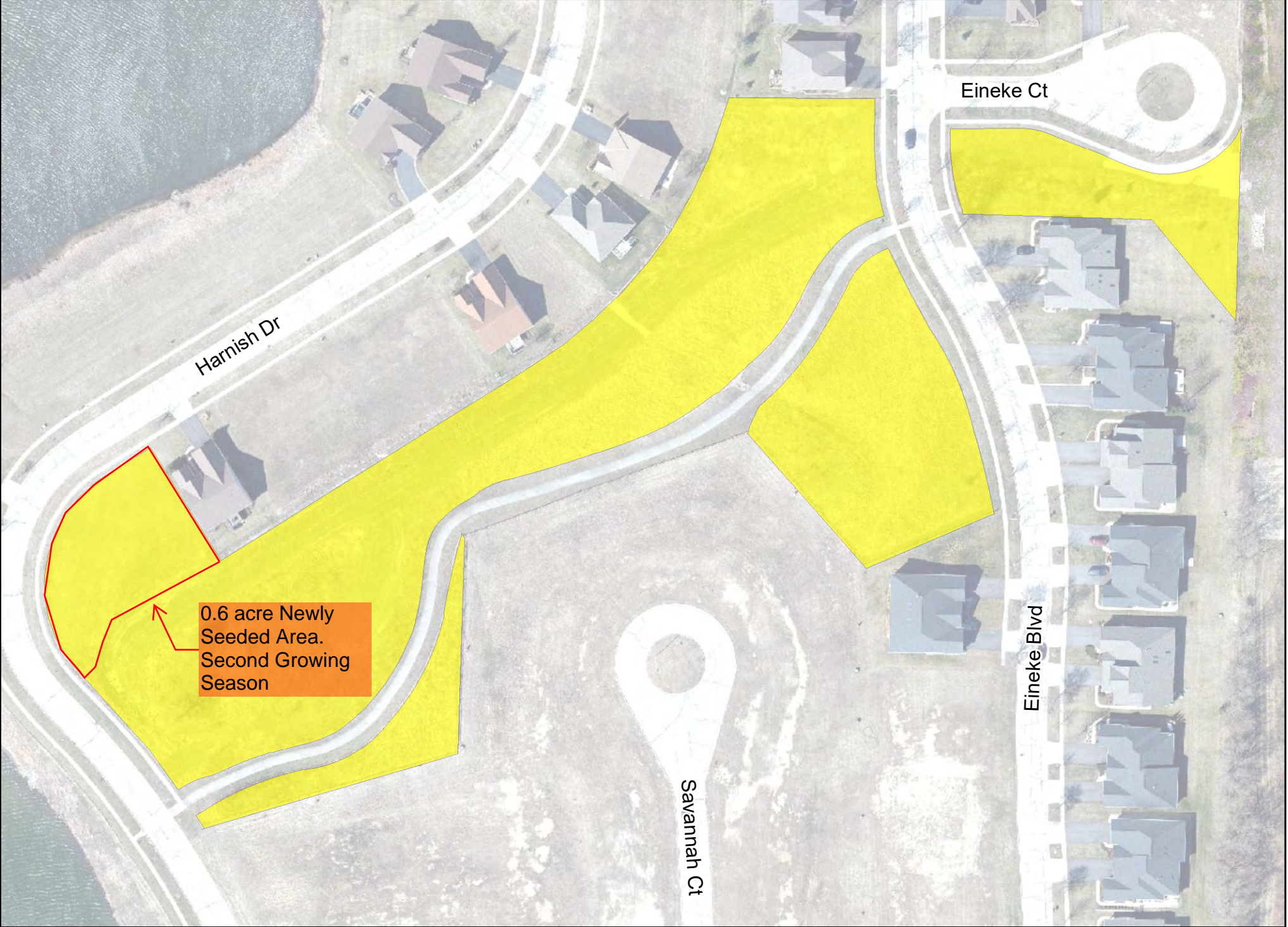
Lexington Dr

Terrace Dr

Windy Knoll Dr

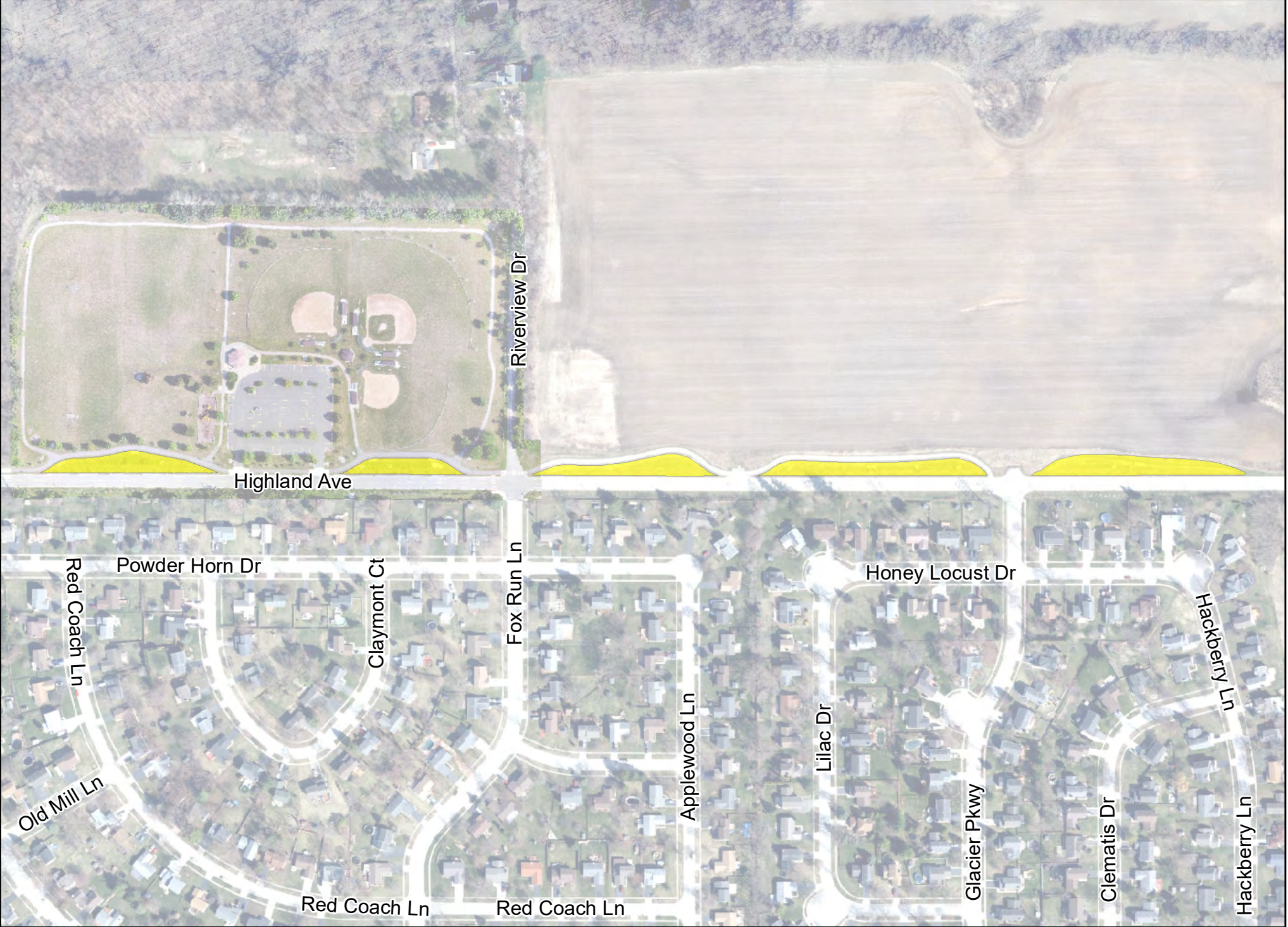
# GRAND RESERVE PRAIRIE

4.57 Acres



# HIGHLAND AVENUE DETENTIONS

1.7 Acres



# HILL CLIMB PARK WOODLAND

4.08 Acres



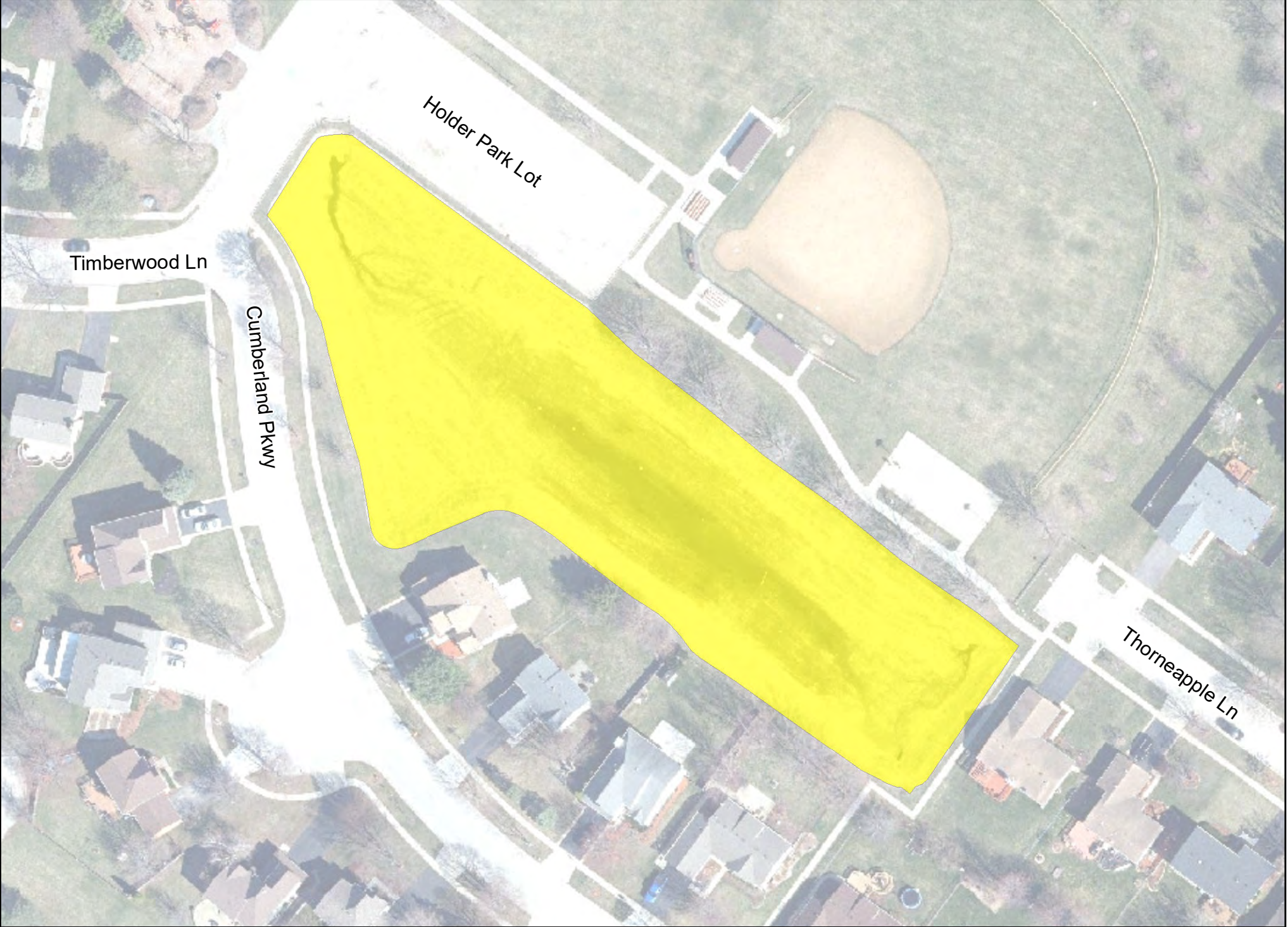
Circle Dr  
Hill Climb Park North Lot

Huntington Dr

IL Route 31

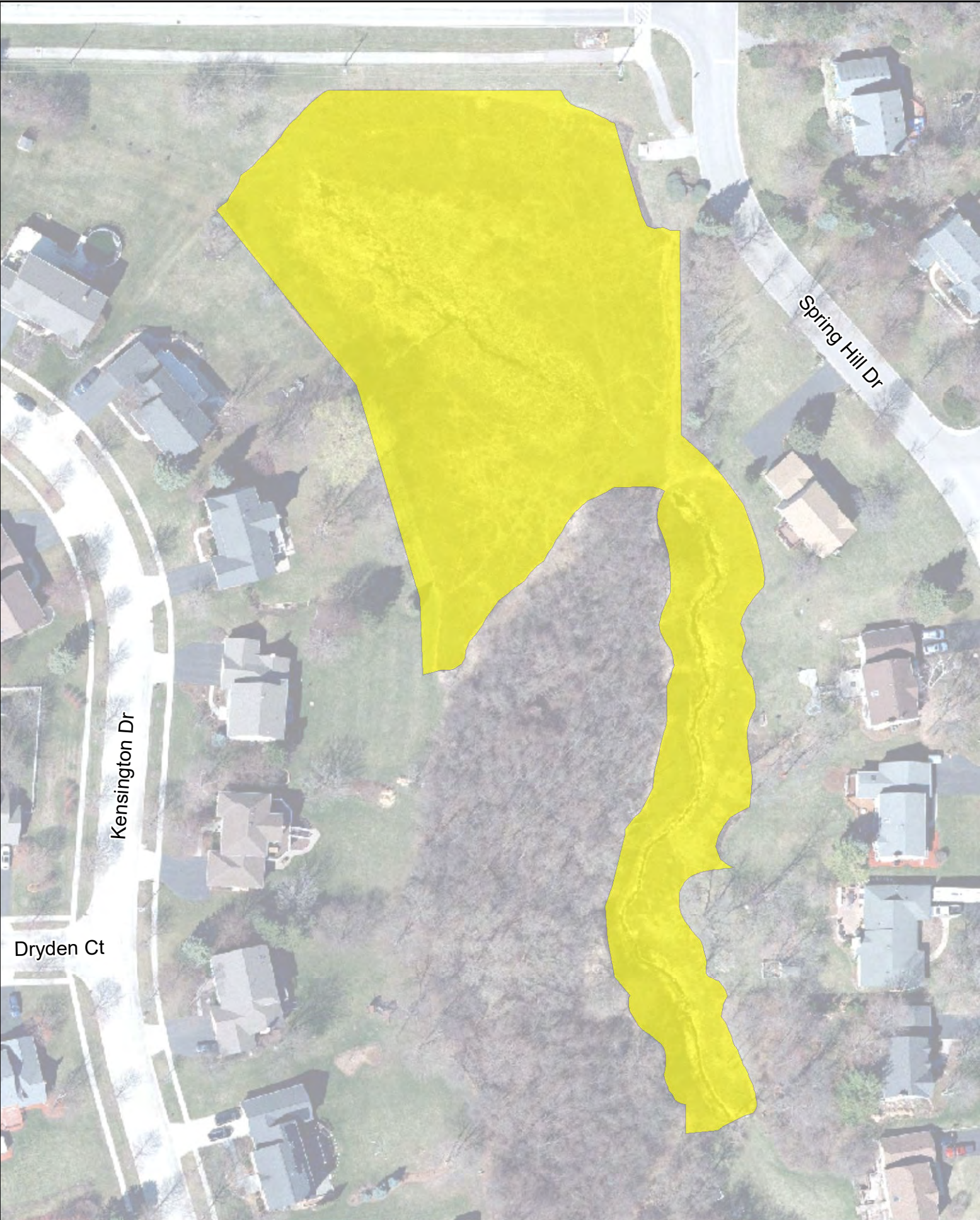
# HOLDER PARK DETENTION

1.43 Acres



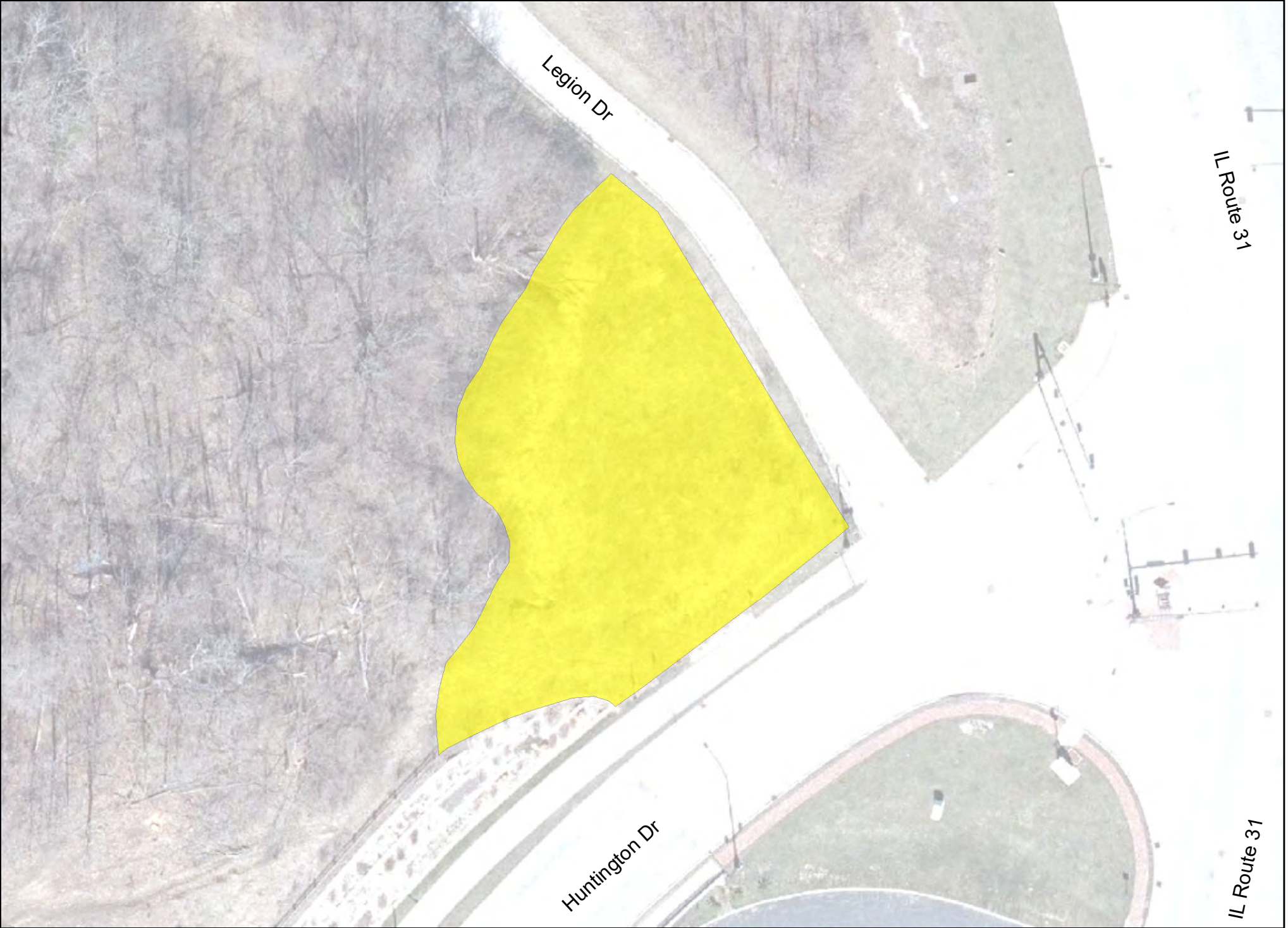
# LAWNDALE PARK NATURE PRESERVE NORTH

2.33 Acres



# LEGION DRIVE PRAIRIE

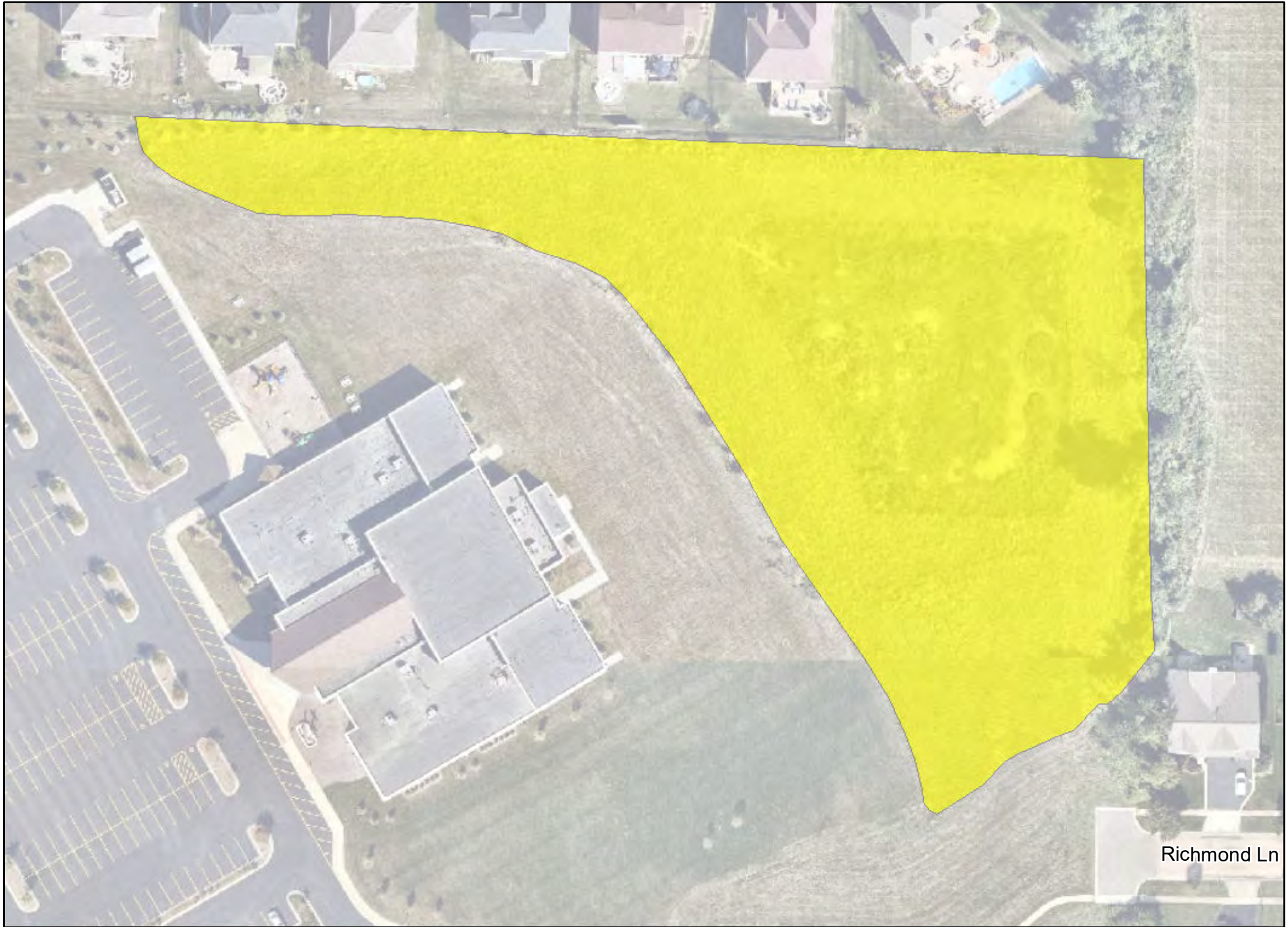
0.32 Acres





# LIGHT OF CHRIST DETENTION

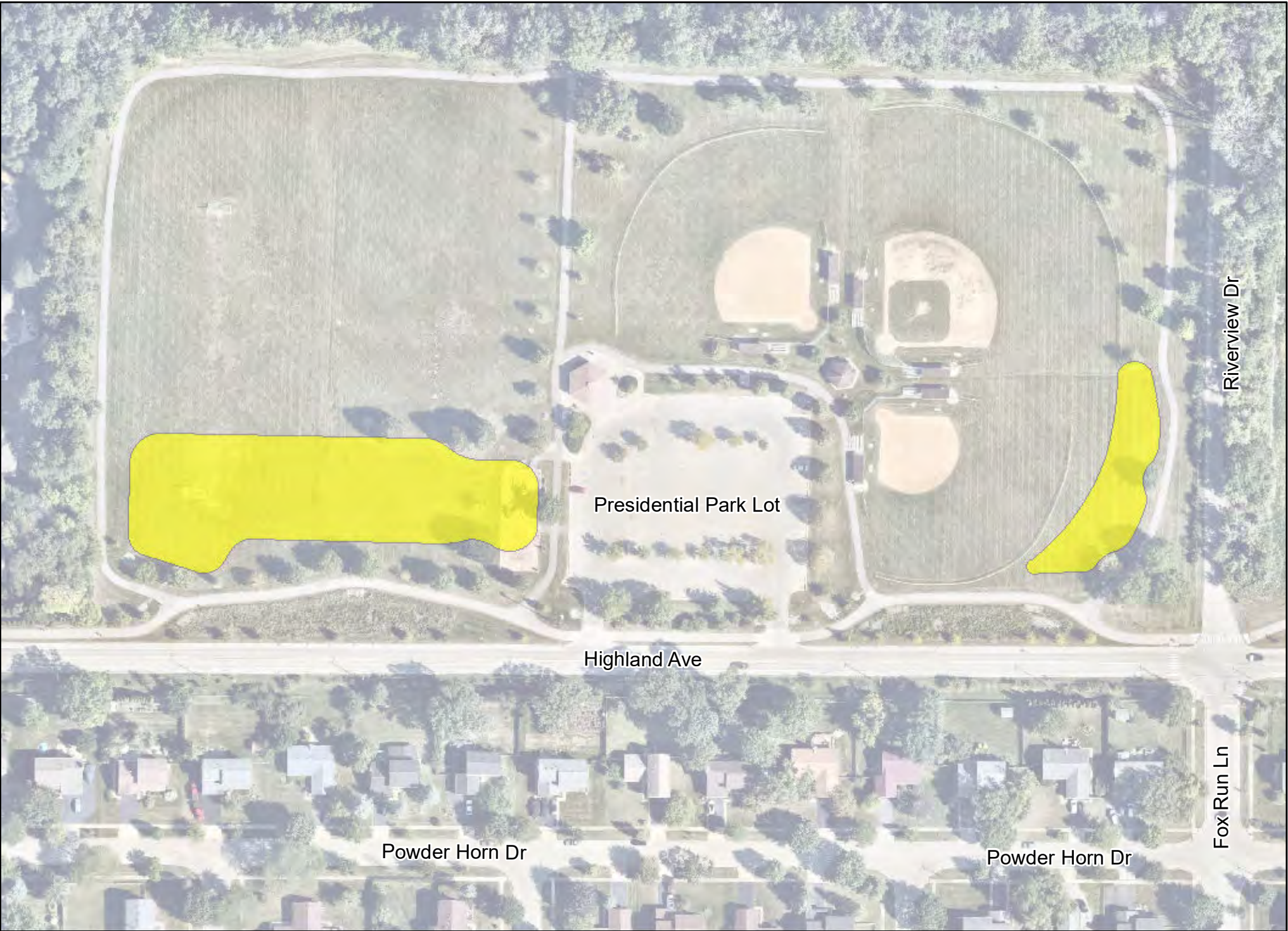
2.57376 Acres



Richmond Ln

# PRESIDENTIAL PARK DETENTION BASINS

1.74 Acres



Presidential Park Lot

Highland Ave

Riverview Dr

Powder Horn Dr

Powder Horn Dr

Fox Run Ln

# PUBLIC WORKS FACILITY PRAIRIE

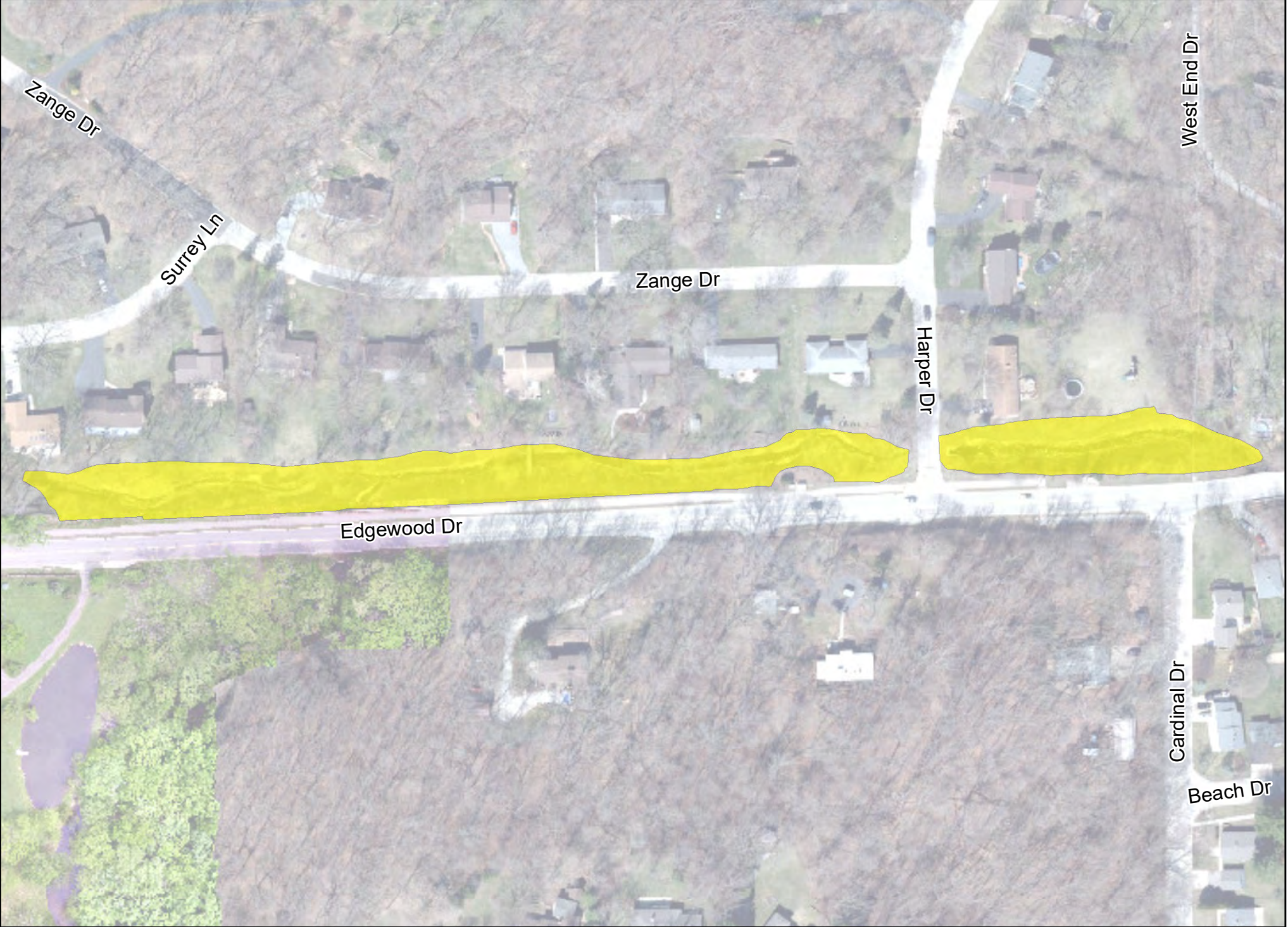
1.77 Acres



Meyer Dr

# RATT CREEK TRIBUTARY RIPARIAN CORRIDOR

1.94 Acres



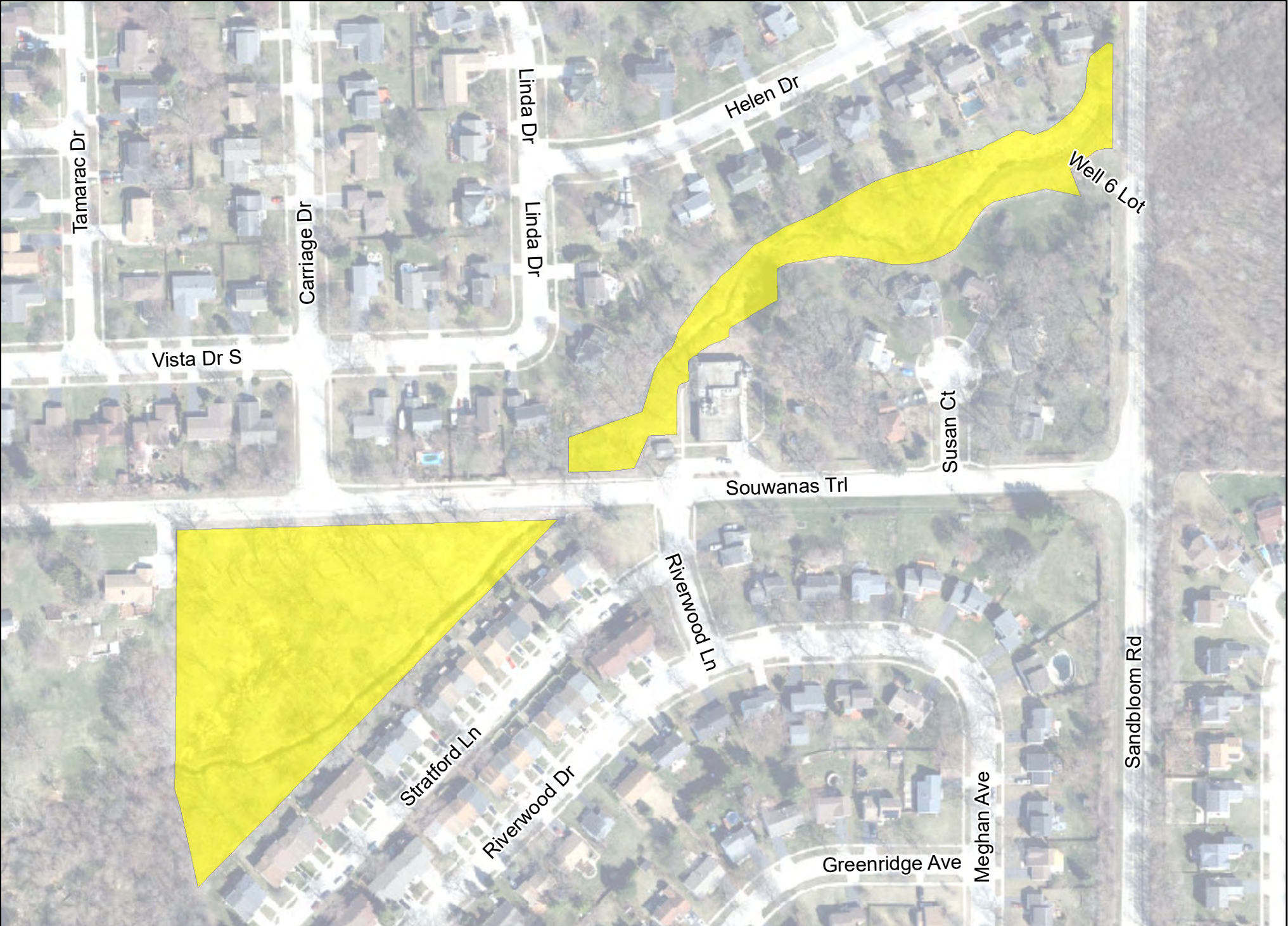
# RIVERWALK MAIN STREET TO FOX RIVER

0.76 Acres



# SOUWANAS CREEK RIPARIAN CORRIDOR

5 Acres



# SPECTRUM NATIVE CORRIDOR

5.1 Acres



# SPELLA PARK POLLINATOR SLED HILL

8.01 Acres





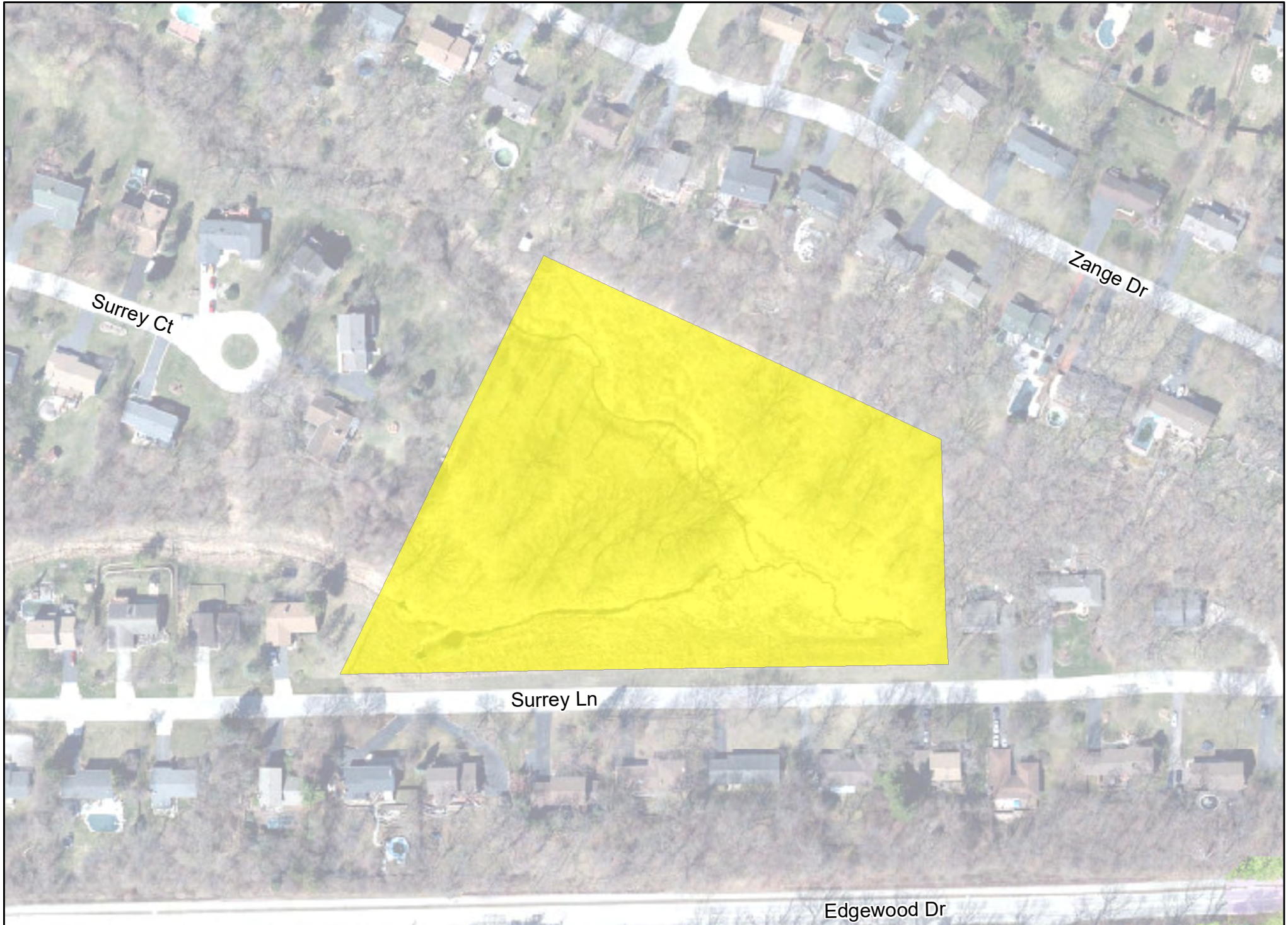
# STONEYBROOK PARK DETENTIONS

0.38 Acres



# SURREY LANE PRESERVE

5.91 Acres



Surrey Ct

Zange Dr

Surrey Ln

Edgewood Dr

# TOWNE PARK PRAIRIE

3.95 Acres



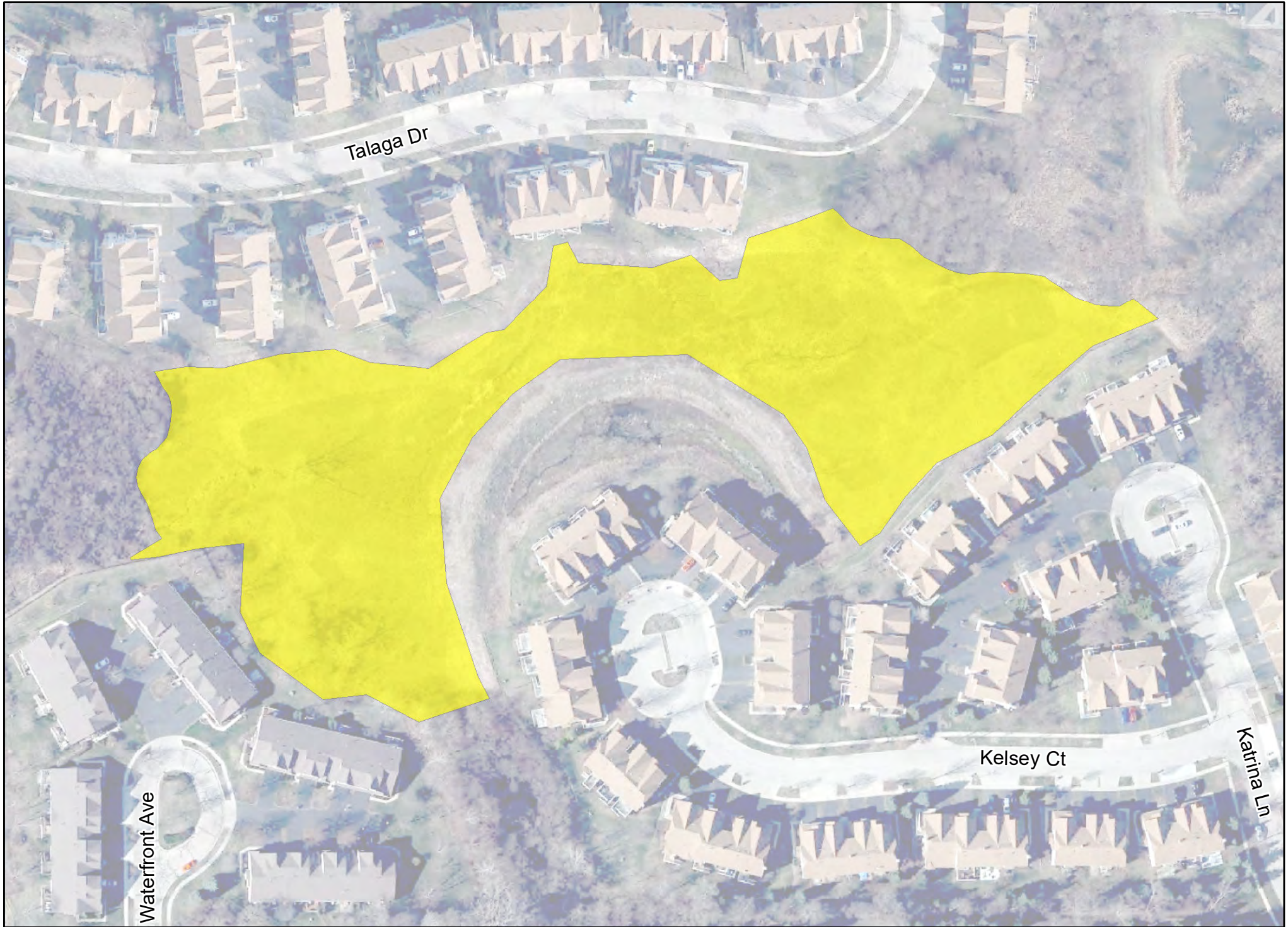
# WESTERN BYPASS PRAIRIE

7.44 Acres



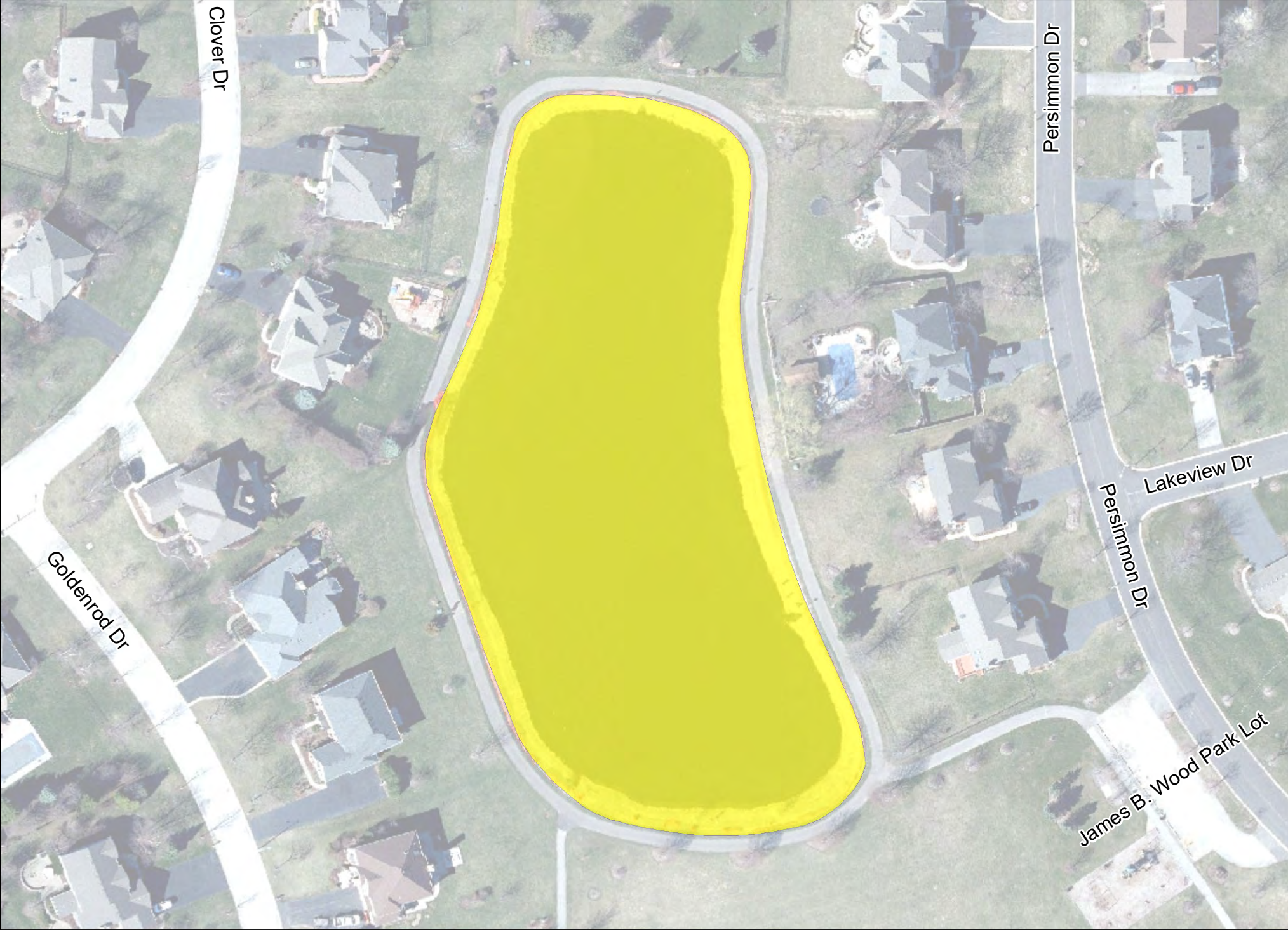
# WINDING CREEK RIPARIAN CORRIDOR-TALAGA DR

4.38 Acres



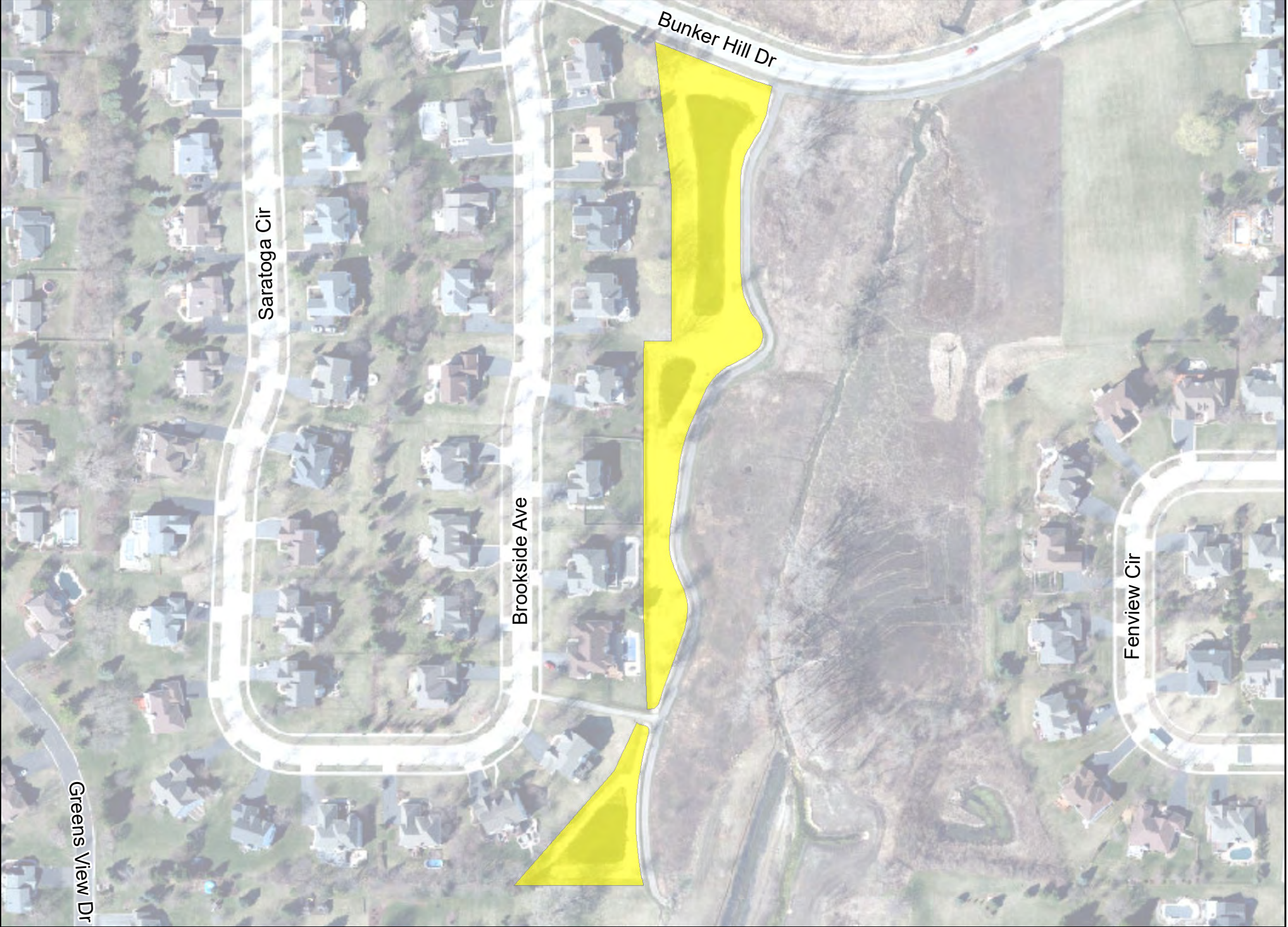
# WOOD PARK DETENTION

2.52 Acres



# WOODS CREEK TRAIL DETENTIONS

2.16 Acres



# YELLOWSTONE DETENTION & WOODLAND

6.84 Acres



Blue Ridge Pkwy

Yellowstone Pkwy

Cumberland Pkwy

Basin:  
3.8 acres

Woodland:  
3 acres



## Village of Algonquin Species Removal List

### Forbs

Common Name	Scientific Name
Garlic mustard	<i>Alliaria petiolate</i>
Common ragweed	<i>Ambrosia artemisiifolia</i>
Giant ragweed	<i>Ambrosia trifida</i>
Wild chervil	<i>Anthriscus sylvestris</i>
Burdock	<i>Arctium minus</i>
Mugwort	<i>Artemisia vulgaris</i>
Musk thistle	<i>Carduus nutans</i>
chicory	<i>Cichorium intybus</i>
Canada thistle	<i>Cirsium arvense</i>
Bull thistle	<i>Cirsium vulgare</i>
Poison hemlock	<i>Conium maculatum</i>
Queen Anne's lace	<i>Daucus carota</i>
Teasel	<i>Dipsacus spp</i>
Dame's rocket	<i>Hesperis matronalis</i>
Motherwort	<i>Leonurus cardiaca</i>
Birdsfoot trefoil	<i>Lotus corniculatus</i>
Purple loosestrife	<i>Lythrum salicaria</i>
White sweet clover	<i>Melilotus alba</i>
Yellow sweet clover	<i>Melilotus officinalis</i>
Watercress	<i>Nasturtium officinale</i>
Wild parsnip	<i>Pastinaca sativa</i>
Crownvetch	<i>Securigera varia</i>
Sow thistle	<i>Sonchus arvensis</i>
Red clover	<i>Trifolium pratense</i>
White clover	<i>Trifolium repens</i>
Cattail *	<i>Typha x glauca</i>
Stinging nettle	<i>Urtica dioica</i>
Mullein	<i>Verbascum thapsus</i>

### Grasses

Common Name	Scientific Name
Japanese stilt grass	<i>Microstegium vimineum</i>
Amur silver grass	<i>Miscanthus sacchariflorus</i>
Reed canarygrass	<i>Phalaris arundinacea</i>
Common reed	<i>Phragmites australis</i>

### Trees and Shrubs

Common Name	Scientific Name
Box elder	<i>Acer negundo</i>
Tree of heaven	<i>Ailanthus altissima</i>

Black alder	<i>Alnus glutinosa</i>
Russian olive	<i>Elaeagnus angustifolia</i>
Autumn olive	<i>Elaeagnus umbellate</i>
Burning bush	<i>Euonymus alatus</i>
Glossy buckthorn	<i>Frangula alnus</i>
Common privet	<i>Ligustrum vulgare</i>
Honeysuckle	<i>Lonicera spp.</i>
Mulberry	<i>Morus alba</i>
Amur corktree	<i>Phellodendron amurense</i>
Cottonwood	<i>Populus deltoides</i>
Callery pear	<i>Pyrus calleryana</i>
Common buckthorn	<i>Rhamnus cathartica</i>
Black locust	<i>Robinia pseudacacia</i>
Multiflora rose	<i>Rosa multiflora</i>
Crack willow	<i>Salix fragilis</i>
Black willow	<i>Salix nigra</i>
Sandbar willow	<i>Salix interior</i>
Siberian elm	<i>Ulmus pumila</i>

<b>Vines</b>	
<b>Common Name</b>	<b>Scientific Name</b>
Porcelainberry vine	<i>Anthriscus brevipedunculata</i>
Oriental bittersweet	<i>Celastrus orbiculatus</i>
Poison ivy	<i>Toxicodendron radicans</i>
Grapevines	<i>Vitis spp.</i>

\* Cattail control only at following sites:

Crystal Creek Main St to Fox River  
 Gaslight Park  
 Highland Ave Detentions  
 Holder Detention  
 Ratt Creek Tributary Riparian Corridor  
 Stoneybrook Park  
 Towne Park Prairie

## **Insurance Requirements – Vendor/Services**

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### **Required Insurance:**

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
  - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
  - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
  - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
  - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

### **Evidence of Insurance.**

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

VOA: \_\_\_\_\_

\_\_\_\_\_:

3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.
5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

#### **General Insurance Provisions**

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: February 20, 2024

TO: Tim Schloneger, Village Manager

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Recommendation to Execute an Agreement with AT&T to Relocate Overhead Communication Facilities on Harrison Street, Washington Street, and Jefferson Street

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The Village has phased the Downtown Improvements over several years. Currently, the Village has contracted Utility Dynamics to complete the undergrounding of the rigid conduit and provide transformer and pedestal locations to house private utilities. This agreement includes relocating all overhead AT&T facilities and pole removals along S. Harrison Street, Washington Street, and Jefferson Street. This work is similar to the work done on S. Main Street in advance of the streetscape work.

The relocation work will involve the installation of a number of conduits underground by Utility Dynamics to accommodate ComEd, AT&T, Comcast, and future Village fiber.

In order to initiate the AT&T work, an agreement (attached and signed by AT&T) requires approval and payment by the Village of Algonquin. The total estimated cost for this work is \$396,319.73. The Village has sufficient funds in the Street Improvement Fund to finance this invoice during this current fiscal year. It's important to note that AT&T will not mobilize crews for this work until the agreement is executed.

Therefore, it is staff's recommendation that the Committee of the Whole recommend to the Village Board authorization of the payment of \$396,319.73 to AT&T for the payment for the Relocation of Overhead Communication Facilities on S. Harrison Street, Washington Street, and Jefferson Street.

**Summary**

1. This agreement must be executed before AT&T can begin their relocation work.
2. The dry utilities must be undergrounded before the bulk of the work occurs in the next phase of the downtown streetscape.
3. Sufficient funds are available in the FY 2023/24 Street Fund.

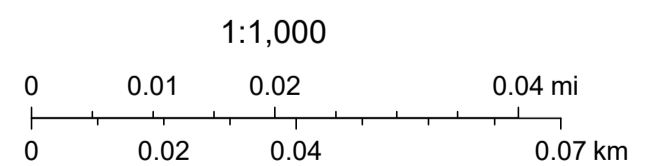
Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the agreement with AT&T to lower the existing overhead utilities in the amount of \$396,319.73.

# North Side - Overhead Utility Relocation Locations



2/13/2024, 5:31:56 PM

- Road Centerlines
- Not in Village
- Boundaries - Village Limit

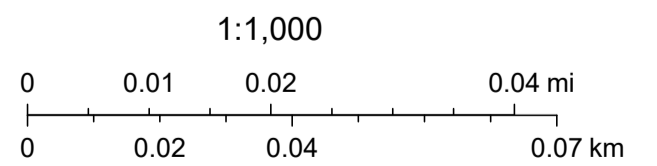


# South Side - Overhead Utility Relocation Locations



2/13/2024, 5:30:53 PM

- Road Centerlines
- Not in Village
- Boundaries - Village Limit





**LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST  
GOVERNMENT AGREEMENT**

February 13, 2024

CWO- 225088

Project Number: A02JENJ

Customer Name: VILLAGE OF ALGONQUIN

Billing Address: 2200 HARNISH ROAD ALGONQUIN IL 60102

Contact Name: CLIFTON GANEK

Contact email Address: CLIFTONGANEK@ALGONQUIN.ORG

Contact Phone Number: (847) 658-1605

Site Location: HARRISON AND WASHINGTON ALGONQUIN IL

AT&T has received a request from you to perform the following work:

PHASE 2; Assume all miscellaneous digging will be done by Village contractor

***Estimated Actual Cost Quote***

<b>Expenses</b>	<b>Amount</b>
ENGINEERING LABOR	<b>\$ 52,452.24</b>
MATERIAL COST	<b>\$ 15,119.16</b>
CONSTRUCTION LABOR	<b>\$ 319,961.38</b>
CONTRACTOR COST	<b>\$ 8,786.95</b>
MISC. COST	<b>\$ 0.00</b>
<b>Estimated Contract Price</b>	<b>\$ 396,319.73</b>
<b><i>Less Credits/Payments</i></b>	<b>\$ 0.00</b>
<b>Estimated Balance Due</b>	<b>\$ 396,319.73</b>

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.





## CUSTOM WORK AGREEMENT

CWO-225088

Project Number: A02JENJ

This Custom Work Agreement ("Agreement") is entered into by and between

Illinois Bell Telephone Company d/b/a AT&T

(hereafter "AT&T") and

VILLAGE OF ALGONQUIN

(Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.
3. **Price Quote.** The price is guaranteed for 60 days from February 13, 2024 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

- A. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce its rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CWO-225088

Project Number: A02JENJ

Date Quote Expires: 4/14/2024

AT&T Design Engineer: PATEL, HEMU <hp813j@att.com>

ACCEPTED FOR CUSTOMER:

AT&T CWO Manager Contact Information

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Authorized Signature

**Tristram Villiers** Digitally signed by Tristram Villiers  
Date: 2024.02.13 13:40:17 -06'00'

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CWO Manager

Title:

Phone Number: (262) 347-9541

Company:

Email Address: TV326H@ATT.COM

Printed Name:

Date: February 13, 2024

Date:

Please send original signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: February 15, 2024  
TO: Tim Schloneger, Village Manager  
FROM: Michele Zimmerman, Assistant Public Works Director  
SUBJECT: Recommendation for contract approval for restoration of Mineral Springs

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Attached you will find the proposal from Bulley and Andrews Concrete Restoration for the restoration of the mineral springs off of Jefferson Street as you enter into Towne Park.

The scope of this work is based on the recommendation proposed by the Historic commission to the COTW at the June 7, 2022 meeting.

Public Works met with the Historic Commission in November to discuss options and pricing for the proposed renovations. Base on this we have decided to go with option 2 which will involve cleaning of the concrete slabs that make up the spring, replacement of a concrete arm on the bench, and reconstruction of the old spring cap and collar with a new design that reflects some field stone elements and gives it a natural look that blends with the cobbles in Crystal Creek.

The agreement with the Historic Commission is that they will be donating \$4,500 towards the cost of the project. The rest of the cost of the project will be coming out of the street improvement fund.

The village reached out to 2 other contractors who would be capable of performing this work and got no response from either of them. Therefore, we are moving forward with Bulley and Andrews Concrete Restoration since they are the only company that gave us a proposal.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the mineral spring restoration in the amount of \$102,773.00 to Bulley and Andrews Concrete Restoration.

January 3, 2024

Doug Fair  
Hitchcock Design Group  
22 E. Chicago Avenue, Suite 200A  
Naperville, Illinois 60540

Re: **Mineral Spring Restoration**  
100 Jefferson Street  
Algonquin, IL, 60102

Mr. Fair,

Bulley & Andrews Masonry Restoration, LLC hereby recommends the following budget to provide all supervision, labor, equipment, material, and insurance to perform the restoration work based on email request, for Mineral Spring.

**Option 1 - We recommend a budget of \$91,773.00**

1. Acquire necessary permits to perform the work.
2. Remove and clean twenty-four concrete treads from the top three rows.
3. Demo the bottom most row.
4. Furnish and install new cast stone arm for bench. Color to match existing as close as possible.
5. Demo the existing cap and collar and replace in kind.
6. Clean site of any dirt or debris.

**Option 2 - We recommend a budget of \$102,773.00**

7. Acquire necessary permits to perform the work.
8. Remove and clean twenty-four concrete treads from the top three rows.
9. Demo the bottom most row.
10. Furnish and install new cast stone arm for bench. Color to match existing as close as possible.
11. Demo the existing cap and collar and replace with new design. We have included a material allowance of \$11,000.00 for this work.
12. Clean site of any dirt or debris.

**Option 3 - We recommend a budget of \$112,773.00**

13. Acquire necessary permits to perform the work.
14. Remove and clean twenty-four concrete treads from the top three rows.
15. Demo the bottom most row.
16. Furnish and install new cast stone arm for bench. Color to match existing as close as possible.

17. Demo the existing cap and collar and replace with new center fountain feature. We have included a material allowance of \$21,000.00 for this work.
18. Clean site of any dirt or debris.

### **Conditions & Qualifications**

- Access to perform all the specified work is assumed.
- We assume free use of Owner utilities such as water, electric, etc.
- Owner shall provide 1 electrical outlets and connection (220V, single-phase, 30 amp).
- Labor rates are valid until June 1, 2024.
- Typical work hours are from 7:30am to 4:00pm, Monday through Friday.
- Premium time not included.
- All work will be performed by qualified union workers.
- Interior finishes and protection by others.
- Replacement of landscaping by others.
- We have not included any fees associated with ComEd.
- We exclude all costs and schedule delays associated with the discovery of hazardous materials (asbestos, lead paint, etc.).
- We exclude all independent testing services (concrete, soils, steel, etc.).

Very truly yours,  
Bulley & Andrews Masonry Restoration, LLC



Cody Cummings  
Project Manager



Kyle Schoenhofen  
Planning & Strategy Executive



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**- M E M O R A N D U M -**

DATE: February 15, 2024

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *2024 Material and Maintenance Items Expenditures*

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Please find attached the MFT resolution and Municipal Estimate of Maintenance Cost for the purchase of salt, de-icing liquid and asphalt as well as for the contracted maintenance items of concrete (sidewalk, driveway apron, curb) removal and replacement, asphalt bike path repair, street patching, pavement marking, street sweeping, storm sewer cleaning, street light maintenance, tree removal and crack sealing for calendar year 2024. These are materials and services that public works estimates we will be using during this calendar year. IDOT requires that the Village Board pass a resolution that allows for the expenditure of Motor Fuel Tax money for the use of materials and maintenance activities performed on Village owned streets and Rights-Of-Way. Once the resolution is passed, IDOT allocates this money towards our motor fuel tax fund balance.

Therefore, it is the recommendation of public works that the Committee of the Whole take action to move this matter forward to the Village Board to pass a resolution allocating the sum of \$1,764,460.00 towards MFT maintenance expenses.





E-mail DISTRICT

Reset Form

District	County	Resolution Number	Resolution Type	Section Number
1	McHenry		Original	24-0000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Algonquin Illinois that there is hereby appropriated the sum of one million seven hundred sixty four thousand four hundred sixty dollars and no cents Dollars ( \$1,764,460.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 to 12/31/24.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Algonquin shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I Fred Martin Village Clerk in and for said Village of Algonquin in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Algonquin at a meeting held on \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ Month, Year \_\_\_\_\_.

(SEAL, if required by the LPA)

Clerk Signature & Date

[Signature box for Clerk]

APPROVED

Regional Engineer Signature & Date  
Department of Transportation

[Signature box for Regional Engineer]

## Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

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

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

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

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

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



## Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of Algonquin	McHenry	24-00000-00-GM	01/01/24	12/31/24

### Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
<b>Maintenance</b>				
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$74,960.00			\$74,960.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$1,689,500.00			\$1,689,500.00
<b>Maintenance Total</b>	<b>\$1,764,460.00</b>			<b>\$1,764,460.00</b>

### Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
<b>Maintenance Engineering</b>				
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>				

<b>Total Estimated Maintenance</b>	\$1,764,460.00			\$1,764,460.00
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Remarks

### SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

### APPROVED

Regional Engineer Signature & Date  
Department of Transportation

#### IDOT Department Use Only

Received Location  Received Date  Additional Location?

WMFT Entry By  Entry Date

**Instructions for BLR 14222 - Page 1 of 4**

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

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

**Instructions for BLR 14222 - Page 2 of 4**

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

**Maintenance**

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

**Instructions for BLR 14222 - Page 3 of 4**

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

**Instructions for BLR 14222 - Page 4 of 4**

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

When submitting the form via USPS mail, submit a minimum of three (3) signed original must be submitted to the Regional Engineer's District office. This form may be submitted electronically with electronic signatures.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk  
Engineer (Consultant or County Engineer)  
District File

IDOT Department Use Only      The Following fields are for IDOT use only.

Received

Location      Enter the location received from the drop down.

Date      Enter the date the document was received.

WMFT Entry

By      Enter the name of the person entering the information into the WMFT system.

Date      Enter the date on which the information was entered.





# Village of Algonquin

Police Department



-MEMORANDUM-

DATE: February 12, 2024  
TO: Tim Schloneger, Village Manager  
FROM: Dennis W. Walker, Chief of Police  
SUBJECT: Modular Vehicle Barrier 3X System

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During the 2023/2024 budget submittal process, an amount of \$128,000 was submitted and approved for purchase within the capital portion (enhanced) of the budget. This amount was for the purchase of portable vehicle barriers. Since that submittal, the project and extent of the need was re-evaluated and upon returning with the actual needs, a new amount of \$151,859 was determined. This change in cost included the use and purchase of a trailer in which the units are stored and delivered to each work and safety location. The difference in the amount can be covered by monies set aside during this fiscal year as indicated by Deputy Village Manager/Chief Financial Officer Mike Kumbera.

As a reminder of the reasons for the initial approval of purchase, I offer the following:

**Enhanced Public Safety:** The primary function of the MVB 3X System is to safeguard people and property from potential vehicular threats during public gatherings, festivals, parades, and other events. Its high-strength impact resistance ensures that vehicles cannot breach designated safe zones, thus preventing potential accidents or intentional attacks.

**Quick Deployment and Portability:** Unlike permanent security installations, this system can be rapidly deployed, repositioned, and removed as needed, offering an ideal solution for temporary event setups. Its portability ensures that we can enhance security measures at any location within the village, regardless of the event size or location.

**Minimal Disruption:** The system's design allows for easy assembly and disassembly without the need for heavy machinery or permanent alterations to village infrastructure.

**Cost-Effectiveness:** Investing in the MVB 3X System is a cost-effective approach to community security. Its durability, versatility, and reusability mean that the village can deploy the system for numerous events over many years, providing a significant return on investment compared to the costs associated with deploying additional personnel or constructing permanent barriers.

**Versatility and Adaptability:** The modular nature of the system allows for configuration adjustments to suit various event layouts and sizes, offering tailored security solutions that can adapt to our village's diverse event needs.

I have attached the most recent and current proposal for COTW consideration.

Dennis Walker, Chief of Police



**Bringing Advanced Technologies to the Security World**

2 March 2023

Chief Dennis Walker  
ALGONQUIN POLICE DEPARTMENT  
2200 Harnish Drive  
Algonquin, Illinois 60102

Tel: 847-658-4531

E-Mail: [denniswalker@algonquin.org](mailto:denniswalker@algonquin.org)

**REFERENCE: Modular Vehicle Barrier 3X System – 60 MVB 3X Trailer System Proposal #: 120723A**

Dear Chief Walker,

Thank you very much for your interest in the MVB 3X Modular Vehicle Barrier System. Please find specifications and pricing information enclosed for your review.



**A. System Advantages:**

1. One person to assemble, deploy and dismantle
2. One minute to connect each unit
3. Quick perimeter access in case of an emergency
4. System can be used as an operational gate
5. No tools required for assembly
6. Zero maintenance
7. Folds for easy carrying
8. Easy to store
9. Modular – adapts to any road width

**B. Modular Vehicle Barrier Specifications:**

1. Barriers must be certified to ASTM-F2656-15.
2. Barriers must be certified to ASTM/PAS 68 & IWA standards.
3. Barrier System must be modular and adaptable to any road width.
4. Spacing between barriers must be 21”.
5. Each complete MVB3X unit must weigh less than 55 lbs.
6. Each unit dimensions: L~46.5”, W~21”, H~32”.

7. Tools shall not be required. System is to be assembled with pins.
8. Barriers must have the ability to be folded for transportation.
9. MVB3X units must have the option to pivot and transition into an operational gate.
10. MVB3X units must have the option of slide wheels.
11. MVB3X pivoting section shall be modular (meaning user can decide how many sections to open).
12. Barriers must be capable of quick deployment (less than a minute to deploy a single unit).
13. Barriers must be able to be deployed by one person.
14. Bottom edges of the barriers shall be protected by aluminum covers (for pedestrian safety).
15. Barrier System shall have the ability to be deployed from the road and up to sidewalk in one continuous line.
16. MVB3X units shall have multi-terrain capability.
17. MVB3X units shall not require any maintenance.
18. Magnetic sequential lights shall attach to MVB3X units.

**C. MVB3X Transport Trailer Specifications:**

1. The Trailer shall be made in the United States and comply with U.S. DOT regulations.
2. The Trailer must be New/Unused.
3. Trailer to include drip rails.
4. Trailer can hold up to 60 MVB3X units + Pivots.
5. 60 unit trailer will have 5 doors on each side
6. Trailers shall be 16 feet long.
7. Trailer shall be 101.5" wide.
8. Trailer shall be tandem axel.
9. 14,000 lb. hauling capacity.
10. Electric brakes.
11. LED lighting.
12. 15,000 pound safety chain.
13. Trailer will come equipped with a 2 5/16" hitch.
14. Spare wheel + Tire ST225/75/R12 (6 Lug).
15. All containment steel shall be powder coated.
16. MVB3X barriers can be loaded/stored from both sides.
17. Each MVB3X unit has its own dedicated slot for safe transport.
18. Each MVB3X is locked in place for transport with secondary retainment system.
19. Unit shall have Stainless Steel latches & hinges.
20. Zinc coated steel rivets.
21. Zinc coated nuts & bolts.
22. Dedicated space for pivot units.
23. Each door has locks for safe storage. All keyed alike.
24. Single storage compartment shall be provided on the trailer. Each compartment shall be 24" tall x 35" deep x 96" wide. Compartment shall have dedicated slots for the pivot units.
25. Trailer shall be black in color.

**D. Sequential Lighting Specifications**

1. 24+ hours of continuous flash.
2. Charge all flares at once.

3. Visible range of 3,000+ feet
4. 6 hour recharge time from completely dead battery.
5. RDS™ (Rapid Deployment System): Automatically turns on flare when removed from case.
6. 30,000 lbs crush strength.
7. Flare specification: Weight = .5 lbs.  
Dimensions: L = 4.25 in, W = 3.5 in, H = 1 in.
8. 10 Set specification: Weight with flares = 7 lbs,  
Dimensions: L = 11.7 in, W = 9.2 in, H = 1.2 in  
Includes: Carrying/Charging case, DC 12/24V car charger plug, AC wall charger plug

**E. Pricing Information**

**60 X MVB3X Unit Trailer – Provides Up to 8 Lanes of Closure per Trailer**

System Number	Description	Unit Price	Quantity	Extended
AST3X-60/60-240206-30-B3	60 MVB3X Capacity Fully Loaded Trailer System	\$151,859	1	<b>\$151,859</b>
Freight	F.O.B. Destination	Included	1	<b>Included</b>
AST Services	On-Site Equipment Training (Fee Waived)	Included	1	<b>Included</b>
			<b>Total</b>	<b>\$151,859</b>

**Individual Trailer System Inventory**

Description	Quantity	Description	Quantity
Trailer with capacity for 60 MVB3X Units and accessories	1	Fixed Slide Wheels	2
MVB3X Units	60	Rotating Slide Wheels	6
Pivot Units	24	Set of 10 Sequential Lights	3
Large Storage/Shipping Box	4	Banner – Single Lane	3



**60 MVB3X Capacity Trailer with Five Compartments per Side**

**Note:**

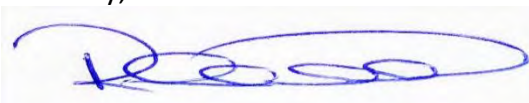
1. Pivot units are only required for the purposes of using a section of MVB3X Units as an operational gate. MVB3X Sections not designated as operational gates do not require the use of pivot units. The number of pivots can be modified based upon your specific operational requirements.
2. Slide wheels are used for the purposes of moving assembled sections of MVB3X laterally throughout an area of operation without requiring the end user to disassemble and re-assemble the section.
3. This proposal reflects the inventory of a standard, fully loaded 60 MVB 3X trailer, but, can be custom tailored to meet the specific operational requirements of the purchasing agency.

**F. Terms & Conditions:**

1. F.O.B – Destination. Shipping has been included in the above price.
2. Taxes are not included. Should any taxes are levied they will be paid for by the purchaser.
3. Delivery: 8-10 weeks ARO – depending on material availability.
4. Payment terms – 50% down payment 50 % net 30.
5. Prices are valid for 90 days.
6. Purchase of equipment is subject to Advanced Security Technologies LLC standard terms and conditions.

Please do not hesitate to contact me should you require additional information.

Sincerely,



Randall D. Lofland  
Sales Director  
Advanced Security Technologies LLC  
Mobile: (804) 690-3055 | [rlofland@adsectec.com](mailto:rlofland@adsectec.com)