

AGENDA
COMMITTEE OF THE WHOLE
October 8, 2019
2200 Harnish Drive
Village Board Room
- AGENDA -
7:30 P.M.

Trustee Steigert – Chairperson
Trustee Jasper
Trustee Brehmer
Trustee Glogowski
Trustee Spella
Trustee Sosine
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
4. **General Administration**
 - A. Consider an Ordinance Amending the Municipal Code of the Village of Algonquin by the Addition of Section 32.09 in Chapter 32, Occupation and Other Taxes, Imposing a Municipal Cannabis Retailers’ Occupation Tax
 - B. Consider Certain Items as Surplus
5. **Public Works & Safety**
 - A. Consider an Agreement with Artistic Holiday Designs for Downtown Holiday Decorations
 - B. Consider an Agreement with Abbey Paving for the Algonquin Lakes Basketball Court Rebuild Project
 - C. Consider and Agreement with Trees R Us for 2019/2020 Winter Tree Pruning Services
 - D. Consider an Amendment to the Contract with Christopher Burke Engineering for the Engineering Services for the Terrace Hill Improvement Infrastructure Repairs and Rehabilitation Project
 - E. Consider an Intergovernmental Agreement with McHenry County for McHenry County Gang Task Force
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

DATE: October 3, 2019

TO: President Schmitt and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Municipal Cannabis Retailers' Occupation Tax

A local tax ordinance has been placed on the Board's agenda for consideration to preserve the option of implementing a tax on adult-use cannabis.

The Village may impose a tax upon the sale of adult-use cannabis in 0.25% increments up to a maximum of 3%. The tax would be collected by the Illinois Department of Revenue which would withhold 1.5% of the total collected to cover their cost of collecting the taxes.

Other taxes, including state and home-rule sales taxes would be imposed on the sale as well. A share of the State sales tax (1% of the State's 6.25% tax) and all home-rule sales taxes would also be received by the Village.

The implementation of the occupational tax is a standalone consideration, and in no way commits the Board to allowing cannabis retailers in the Village.

ORDINANCE NO. 2019 - O - _____

***An Ordinance Amending the Municipal Code of the Village of Algonquin
by the Addition of Section 32.09 in Chapter 32, Occupation and Other Taxes,
Imposing a Municipal Cannabis Retailers' Occupation Tax***

WHEREAS, the Village of Algonquin, McHenry and Kane counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/8-11-22; and

WHEREAS, this Ordinance is intended to impose the tax authorized by the Illinois Municipal Cannabis Retailers' Occupation Tax Law providing for a municipal cannabis retailers' occupation tax which will be collected by the Illinois Department of Revenue;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

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

SECTION 2: Chapter 32, Occupation and Other Taxes, of the Municipal Code of the Village of Algonquin shall be amended by the addition of Section 32.09 that will read as follows:

32.09 MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

A. Required Tax: A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the Village at the rate of 3 percent of the gross receipts from these sales made in the course of that business, in accordance with the provisions of 65 ILCS 5/8-11-22, as amended.

B. Payment to State: Such tax shall be remitted by such retailer to the Illinois Department of Revenue. Any tax required to be collected and any such tax collected by such retailer and required to be remitted to the Illinois Department of Revenue shall constitute a debt owed by the retailer to the State. A retailer may reimburse itself for its seller's tax liability hereunder by separately stating that tax as an additional charge, which

charge may be stated in combination, in a single amount, with any State tax that seller is required to collect.

C. Collection and Enforcement: Such tax, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Section 32.09.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the tax provided for herein shall take effect for all sales on or after the first day of January, 2020. Copies of this Ordinance shall be certified and sent to the Illinois Department of Revenue.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

Village President John C. Schmitt

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Published: _____

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VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

DATE: September 26, 2019

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: *Computer Equipment Surplus*

Attached (1) please find a copy of equipment that is requested to be declared surplus. Equipment is no longer functional or beyond its useful life and no longer in service. Due to age, equipment will be sent to an electronics recycling program.

Staff recommends the declaration of surplus for said devices.

<u>Manf</u>	<u>Model</u>	<u>S/N</u>	<u>Manf. Date</u>
Lenovo	L1900pA	V1B8435	Feb-09
Samsung	ex22220x	ZS49H9LB300543M	Mar-11
Dell	1907FPC	CN-0CC299-64180-64P-05BS	Apr-06
HP	EF227A	CNG820BLR	May-08
Dell	2007WFPB	MX-OHF730-46634-76L-640L	Jun-07
Dell	1704FPVS	MX-OH6304-47605-55I-ALU9	May-05
Dell	1907FPC	CN-0CC299-64180-641-8TSL	
Dell	1907FPC	CN-0DC323-71618-652-BNWT	
Dell	1905FP	CN-0T6116-71618-4AT-AD1X	
HP	RA373A	CN492001Q2	May-09
HP	RA373A	CN492001JF	May-09
Dell	1708FPB	CN-0FP816-46633-779-7RYL	Jul-07
Lenovo	M10A9	MJ0008HD	
Lenovo	M10A9	MJ0008L7	
Lenovo	M10A9	MJ0008FN	
Lenovo	M10A9	MG0016RP	
Lenovo	M10A9	MG0016UD	
Lenovo	M10A9	MG0016RS	
Lenovo	M10A9	MJ0008HH	
Lenovo	M10A9	MJ0008HG	
Lenovo	M10A9	MJ0008HK	
Lenovo	M10A9	MG0016RG	
Lenovo	M10A9	MJ02HLJA	
Lenovo	M10A9	MJ02HLJD	
Lenovo	M2988	MJNVVZN	
Lenovo	M10A9	MJ00GY3X	
Lenovo	M2988	MJNVVZZ	
Lenovo	M10A9	MJ02HLJM	
Lenovo	M2988	MJNVWAD	
Lenovo	M10A9	MJ0008HF	
Lenovo	M10A9	MG001708	
Lenovo	M10A9	MG0016TS	
Lenovo	M2988	MJNVVZT	
Lenovo	M10A9	MJ02HLJL	
Lenovo	M10A9	MG00170B	
Lenovo	D221	V1H6779	Mar-08
Dell	1905FP	CN-0T6116-71618-54M-AG0E	
Dell	1704FPVS	MX-OH6304-47605-55I-ALU7	May-05
Lenovo	L1900PA	V1B8353	Feb-09
Dell	1907FPT	CN-0DC323-71618-652-BGWH	
Dell	1905FP	CN-0T6116-71618-54M-AFPB	
Dell	HJ95B1	38211690781	
Lenovo	M2988	MJNVWAA	
Lenovo	M30A1	MJ00LKL4	
HP	DC7900	2UA9240YSV	
HP	CC436A	CNF9C2SX1K	Feb-11
HP	SNPRC-0303	CN54B8204D	Apr-05
HP	Q3450A	MY513H62FB	
HP	Q5912A	CNBC57S0HT	Jul-05
Lexmark	6787-008	11YA702	
APC	BK650MC	PB0208223612	
APC	SMT750	3S1524X01372	
APC	SC420	AS0851360598	
APC	BR1300G	4B1346P31074	
Office Depot	RS-9481	STAPLER	
Lenovo	8741-52u	L3-BP411	Jul-05
Canon	MP11DX	2156662	
Lenovo	M10A9	MJ02HLJR	
APC	BR1000G	3B1323X22085	
HP	J8693A	RSVLC-0508	
Linksys	sd208	BEB1056	
Lenovo	M2988	MJNVVZX	
TDS	Pocket PC	h-175-001222-10	
Palm	Palm V	10A814D96USH	



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: October 3, 2019

TO: Bob Mitchard, Public Works Director

FROM: Steve Ludwig, General Service Superintendent

SUBJECT: Holiday Decorations Contract – Downtown

Per your directive, I have researched firms who will provide holiday decorations that will respect our new downtown improvements. Attached is the quote from Artistic Holiday Designs. They are a national firm with many large clients in their portfolio. The quote includes a mock-up of what we can expect the town to look like. Additionally, I solicited quotes from three other firms, one was twice the cost, the second was a seller of product only, and could provide no installation, maintenance, or storage, the third was a vendor I am not familiar with, who quoted within \$1,000 of the one attached. As Artistic Design is a known quality company, it is my recommendation to issue a contract to them for \$34,375.33

Please note that this important aspect of our downtown did not appear in this year's budget. The landscape maintenance for downtown, approved in the General Services budget, was funded through the budget for the project, so the funding for that item in the General Services budget may be utilized for the holiday light program. The budget amount is only \$30,200. The balance will be covered with funds left over from the playground mulch program in the same line of this account. It is also important to note that this is a perpetual budget amount along with the annual landscaping costs. If we are to continue a tasteful support of downtown, both of these items will require approval in next year's budget.

Please let me know if you have any questions.

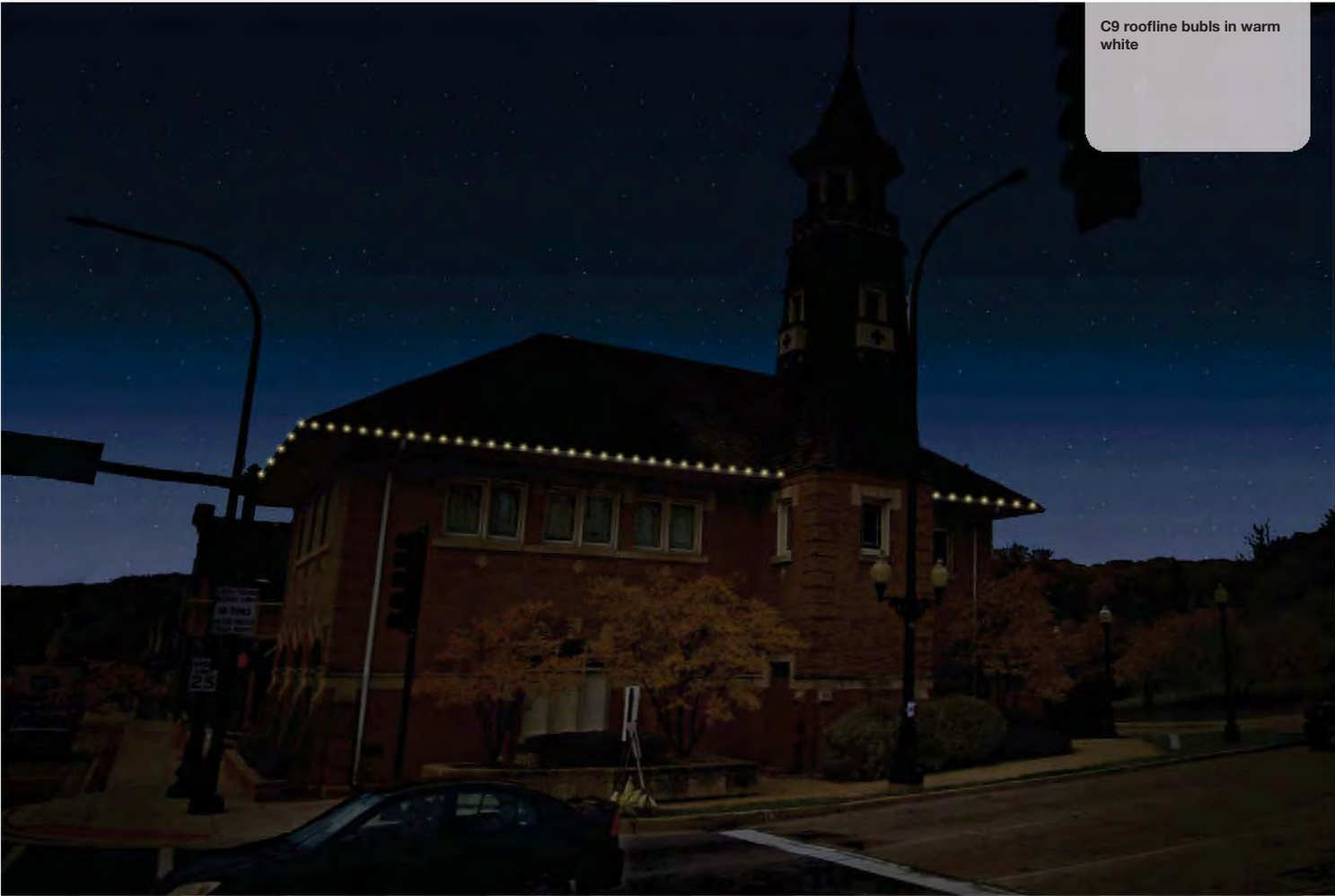
Artistic
Holiday Designs

8/23/2019
Proposed Holiday Decorations

ALGONQUIN • ILLINOIS

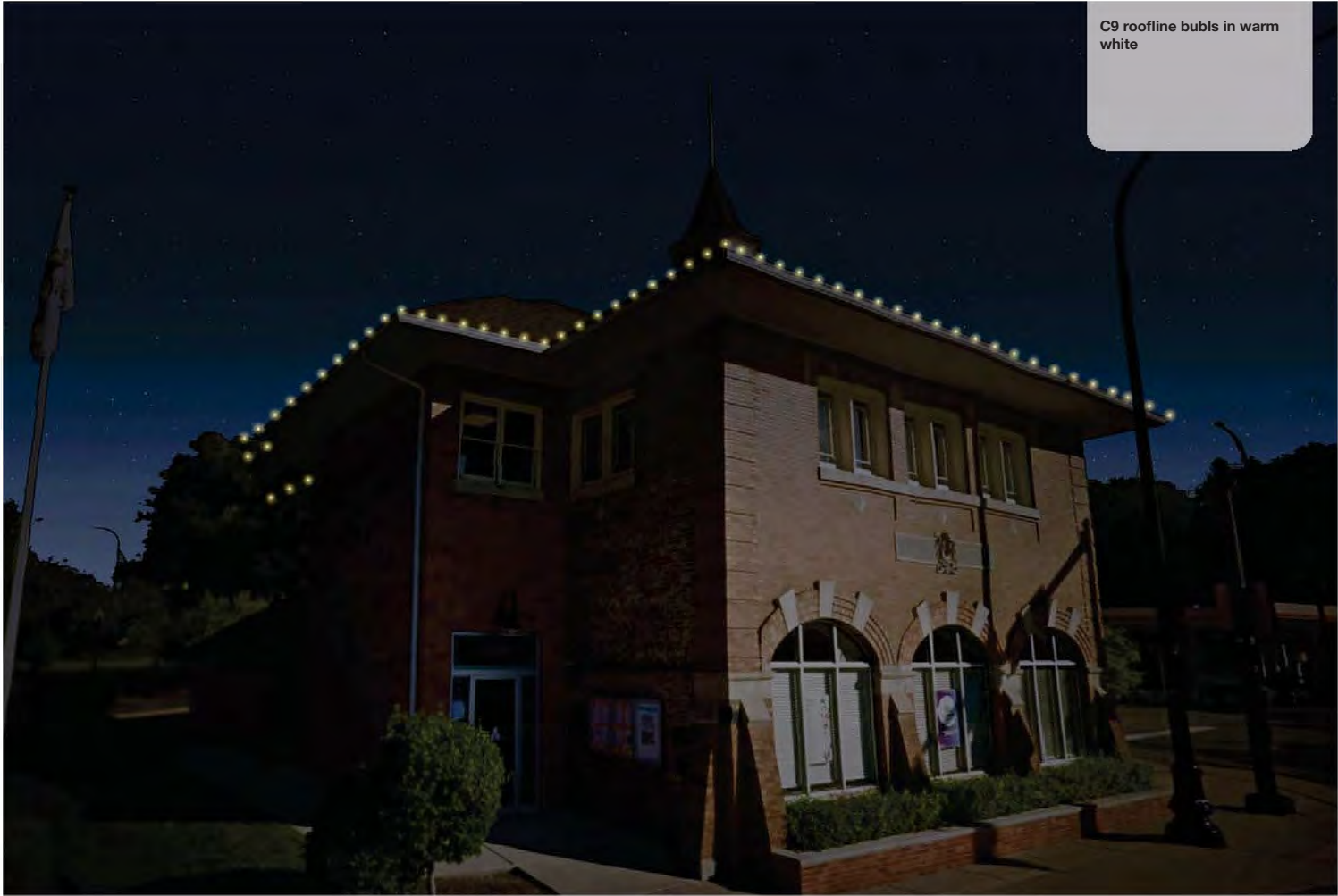


C9 roofline bubs in warm white



Historic Village Hall - view 1
Algonquin / Illinois

C9 roofline bubs in warm white



Historic Village Hall - view 2
Algonquin / Illinois

C9 roofline bubs in warm white

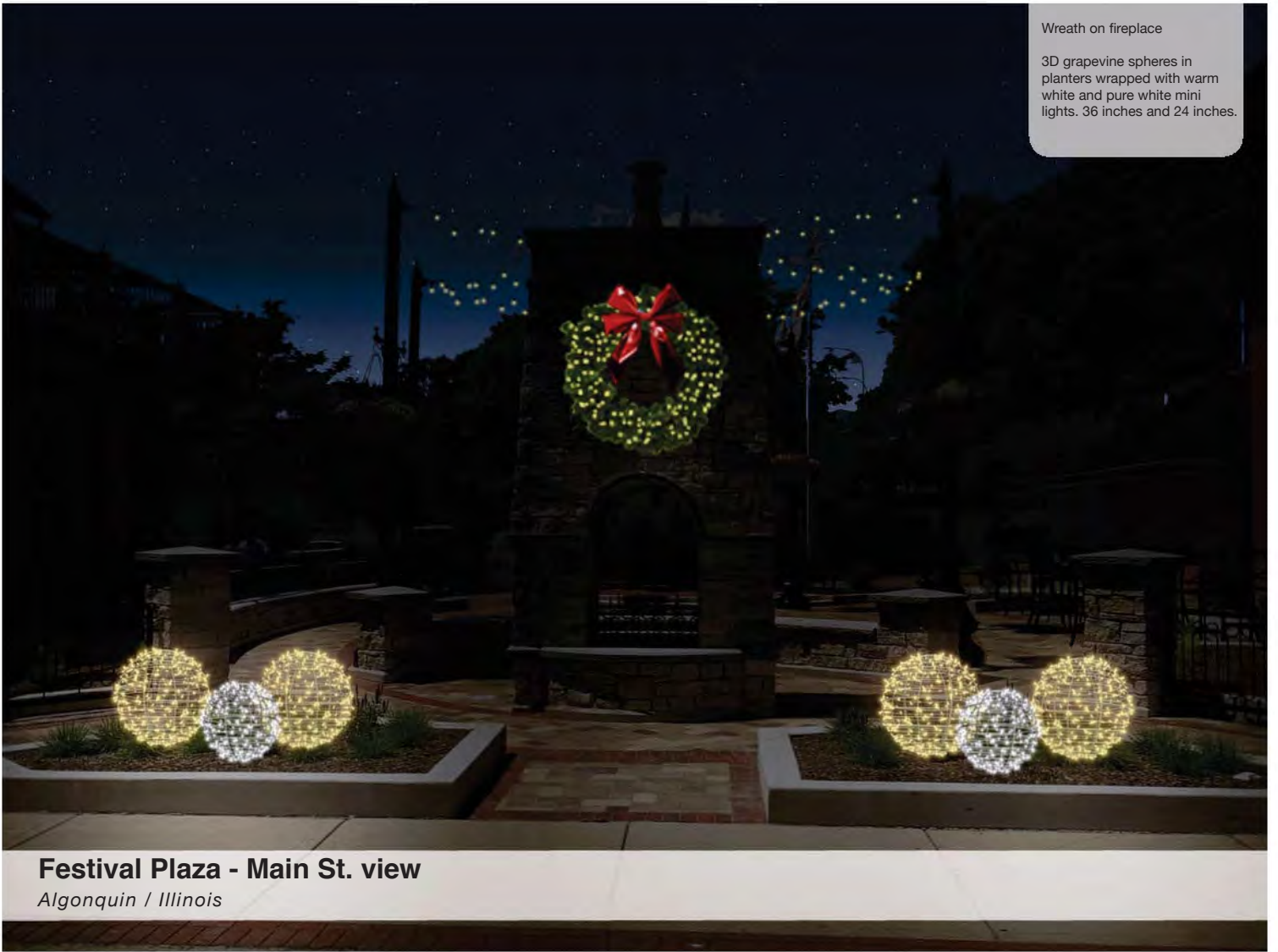


Historic Village Hall - view 3

Algonquin / Illinois

Wreath on fireplace

3D grapevine spheres in planters wrapped with warm white and pure white mini lights. 36 inches and 24 inches.



Festival Plaza - Main St. view

Algonquin / Illinois



Decor package for tree

Wreath on fireplace

Festival Plaza
Algonquin / Illinois

12 - 18ft Tree with decor package



Village Hall

Algonquin / Illinois

Estate garland wrapped on short poles with silver/red ribbon and ornaments.

Glittering warm white spritzers hanging under pergola.



Crystal Creek Bridge
Algonquin / Illinois



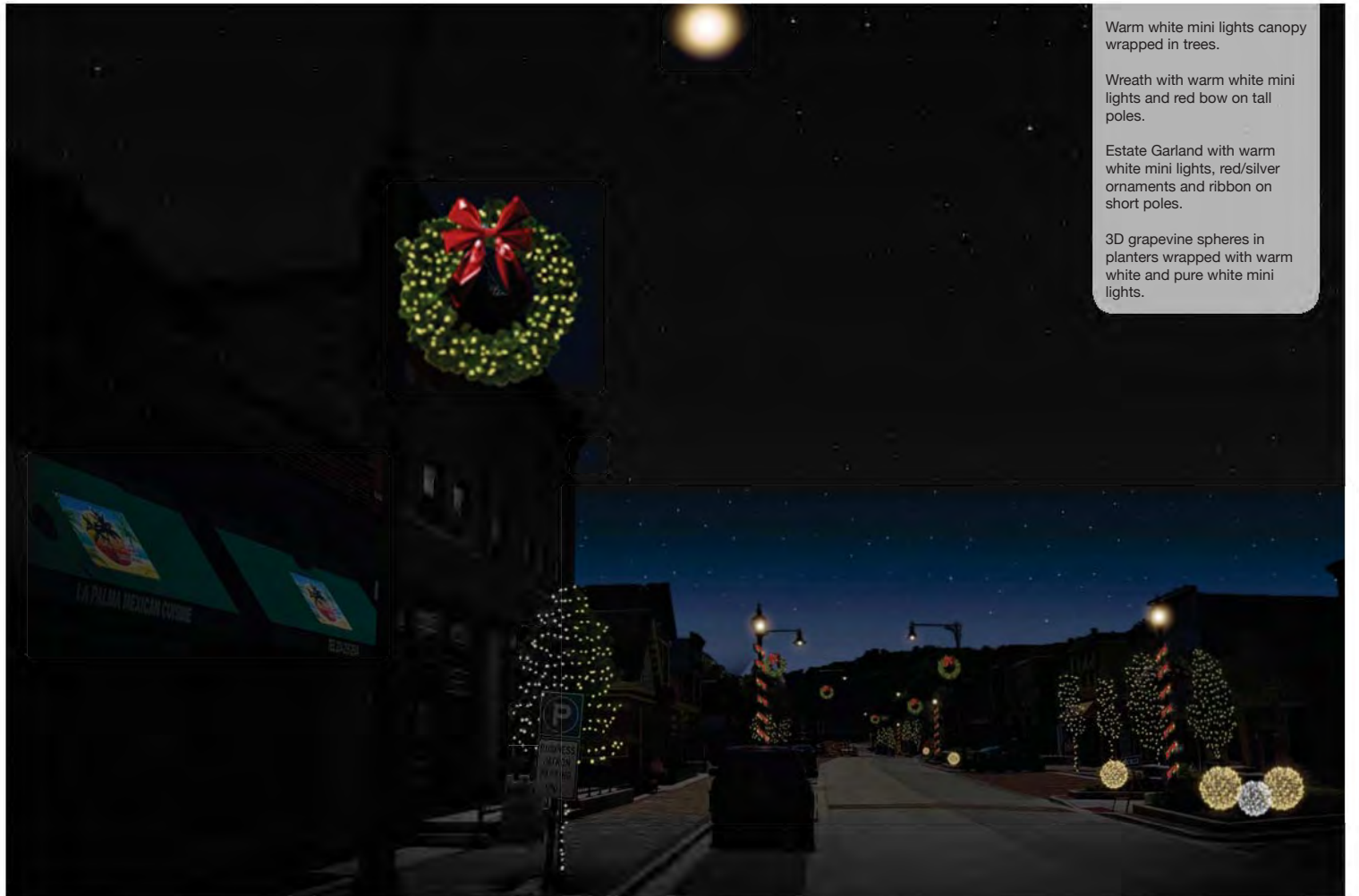
Warm white mini lights canopy wrapped in trees.

Estate garland wrapped on short poles with silver/red ribbon and ornaments.

3D grapevine spheres in planters wrapped with warm white and pure white mini lights.

Streetscape - Grapevine Sphere decor

Algonquin / Illinois



Warm white mini lights canopy wrapped in trees.

Wreath with warm white mini lights and red bow on tall poles.

Estate Garland with warm white mini lights, red/silver ornaments and ribbon on short poles.

3D grapevine spheres in planters wrapped with warm white and pure white mini lights.

Streetscape
Algonquin / Illinois

PRICING Location	Item	Quantity	1 Year Lease Price	New Spheres
Historic Village Hall	C9	275	\$1,100.00	
Festival Plaza	supplied 20ft tree			
	Mini lights	35	\$506.45	
	Silver/Red ornaments decor package	1	\$450.00	
	Cascading Bow Topper	1	\$275.00	
	4ft Wreath	2	\$412.22	
	36 inch Grapevine Spheres	8	\$2,360.00	\$1,770.00
	24 inch Grapevine Spheres	4	\$740.00	\$555.00
Village Hall	12-18ft Tree	1	\$6,233.33	
	Decor package	1	\$2,008.33	
Downtown Arch	Spritzers	12	\$1,020.00	
	Estate Garland: Red/silver	6	\$690.00	
Downtown Poles	Estate Garland: red/silver	10	\$1,150.00	
	4ft Wreath	9	\$1,854.99	
Downtown Trees	mini lights	500	\$7,235.00	
Downtown Beds	36 inch Grapevine Spheres	22	\$6,490.00	\$4,867.50
	24 inch Grapevine Spheres	10	\$1,850.00	\$1,387.50
TOTAL:			\$34,375.33	\$31,515.33

Includes all field services: logistics, install, service, take down, and storage.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: October 3, 2019

TO: Bob Mitchard, Public Works Director

FROM: Steve Ludwig, General Services Supt.

SUBJECT: Algonquin Lakes Basketball Court Rebuild Recommendation

We went to bid on the Algonquin Lakes Basketball Court Project and received no bidders. As such, we believe the best approach to getting the work completed is to incorporate it in to the Kelliher Park Parking Lot work. The contractor is amenable to this added work and has proposed pricing for \$63,330.52. We recommend reducing this cost by reusing the basketball standards and benches, which are still serviceable. This brings the price down to \$50,087.02. The budget for this project was \$30,000. The balance can be utilized from the proposed engineering costs for Willoughby Farms Park in the same budget. This project is on hold until the results of the comprehensive parks plan. It is therefore my recommendation to award the Algonquin Lakes Basketball Court Rebuild Project to Abbey Paving of Aurora, IL. in the amount of \$50,087.02.

VILLAGE OF ALGONQUIN

BID PROPOSAL FOR ALGONQUIN LAKES PARK BASKETBALL COURT REHAB - VoA 16-04-11A

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
20101000	TEMPORARY FENCE	FOOT	220	5.56	1223. ⁰⁰
25000100	SEEDING, CLASS 1	ACRE	0.05	5553. ⁰⁰	277. ⁷⁶
25100630	EROSION CONTROL BLANKET	SQ YD	260	2.22	577. ²⁰
36800100	PREPARATION OF BASE	SQ YD	358	11.22	4016. ⁷⁶
44000600	SIDEWALK REMOVAL	SQ FT	100	6.49	649. ⁰⁰
40600275	BITUMINOUS MATERIALS (TACK COAT)	POUND	81	2.36	191. ¹⁶
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	100	24. ¹⁸	2418. ⁰⁰
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	42	152. ⁰³	6385. ²⁶
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	32	188. ⁰¹	6016. ³²
44000100	PAVEMENT REMOVAL	SQ YD	358	18. ⁶⁷	6683. ⁸⁶
60600605	CONCRETE CURB, TYPE B	FOOT	143	48. ¹⁸	6899. ⁷⁴
67100100	MOBILIZATION	L SUM	1	—	—
Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	120	22. ²²	2666. ⁴⁰
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	2,222. ⁰⁸	2,222. ⁰⁸
N/A	CCDD	L SUM	1	1999. ⁸⁷	1999. ⁸⁷
N/A	COURT COLOR COATING	SQ YD	358	21. ¹⁰	7553. ⁸⁰
N/A	SITE EQUIPMENT REMOVAL	L SUM	1	316. ⁶¹	316. ⁶¹
N/A	BASKETBALL STANDARD, BACKBOARD, RIM AND NETS	L SUM	3	4414. ⁵⁰	13243. ⁵⁰
N/A	TOTAL				63330. ⁵²

Written Out Grand Total:

Contractor: ABBY PAVING
 Signature: [Signature] Title: STATE CORP Date: 9/13/19
 Title: ESTIMATE

ADD FOR BIDDING 2EA @ 661.⁰⁷ at 1329.¹⁴



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

- MEMORANDUM -

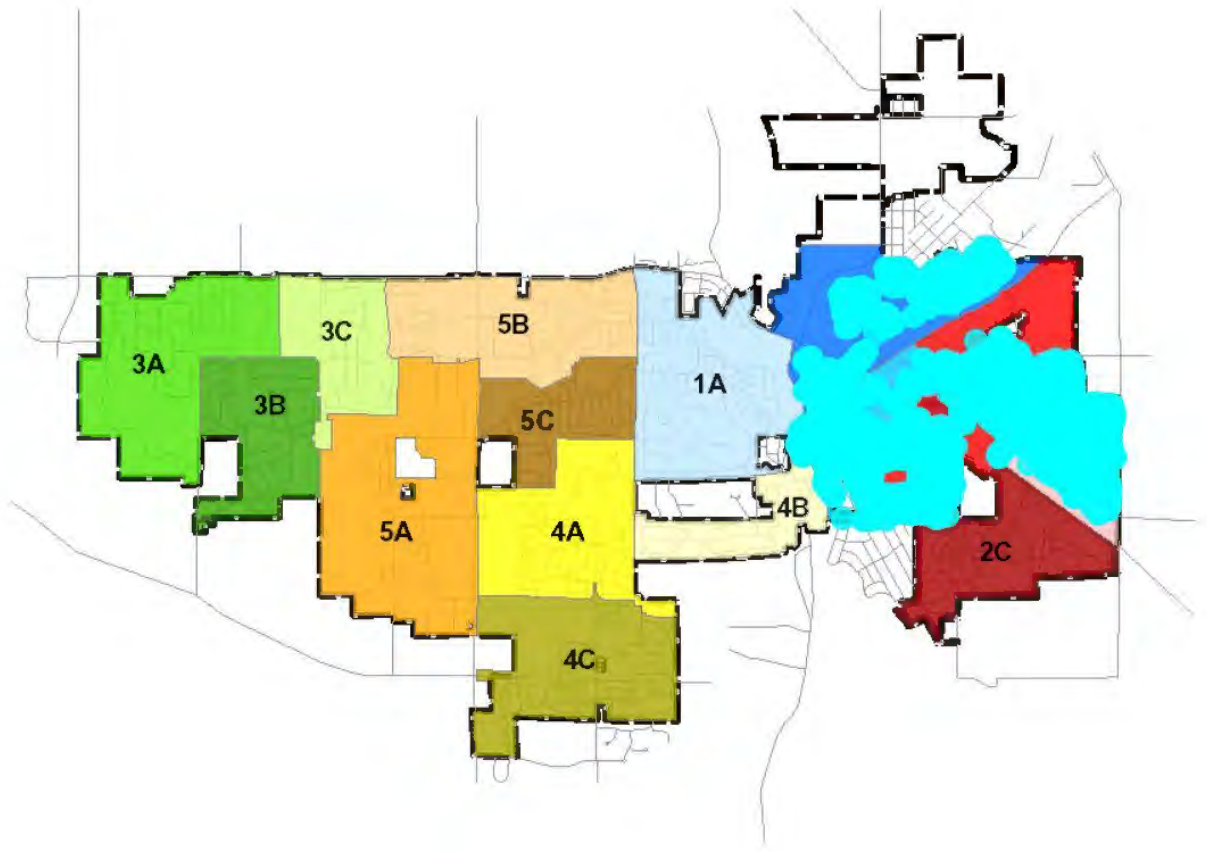
DATE: October 3, 2019
TO: Bob Mitchard, Public Works Director
FROM: Steve Ludwig, General Services Supt.
SUBJECT: Tree Pruning Contract Recommendation

The Village participated in a joint bid for tree trimming. With the increase in tree sizes and the challenges of staffing, it is a natural and expected occurrence for us to transition in to tree pruning assistance. To get back to our cycle pruning schedule of every five years, we submitted a one-fifth section of the community for bid. Trees above six inches in diameter will be pruned by a contractor, while the trees smaller will be pruned by in-house staff. This new process will utilize funding realized from staff reduction. It is therefore my recommendation to award the 2019-2020 winter tree-pruning program to Trees R Us of Wauconda, IL. in the amount of \$149,313.75 (2175 trees).

Tree Pruning

Bid Opening: 9/25/19, 9:00am

	Winkler's Tree & Landscaping	Trees "R" Us	Landscape Concepts Management
Village of Algonquin (Cost per tree)	\$68.98	\$68.65	No Bid
City of Crystal Lake	\$58.89	\$68.65	\$81.60
City of McHenry	\$99.91	\$68.65	\$87.75



CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, ILLINOIS 60014

Bidder Information

Company Name: TREES "R" US, INC Telephone: 847-913-9069
Address: PO Box 6014 Fax: 847-487-3753
City, State, Zip: WAUCONDA, IL 60084 Email: NICK@TREESRUSINC.COM
Contact Person: NICK WILLIS

BID PRICE: MPI Tree Pruning

Algonquin Tree Pruning Cost \$ 68.65 /per tree
Crystal Lake Tree Pruning Cost \$ 68.65 /per tree
McHenry Tree Pruning Cost \$ 68.65 /per tree

List any and all deviations from minimum specifications:

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of Crystal Lake the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.



Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

JENNI WILLIS

PRESIDENT

Name of Authorized Representative

Title

TREES "R" US, INC.

Company Name

P.O. Box 6014

Street Address

WAUCONDA IL 60084

City

State

Zip Code

847-913-9069

(Area Code) Phone Number

CITY OF CRYSTAL LAKE INVITATION TO BID PROPOSAL

The proposer shall also include with his return "ITB" a signed copy of the enclosed affidavit, as well as literature, samples, etc. as required within the Invitation to Bid Specifications.

The undersigned proposer, having examined the specifications and other documents, hereby agrees to supply services as per the attached specifications and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

The undersigned acknowledges receipt of addendum(s): ; ; ; ; .

NAME: <input type="text" value="JENNI WILLIS"/>	
FIRM NAME <input inc"="" r"="" type="text" us,="" value="TREES "/>	
ADDRESS <input type="text" value="P.O. BOX 6014"/>	PHONE NUMBER <input type="text" value="847-913-9069"/>
CITY, STATE AND ZIP CODE <input type="text" value="WAUCONDA, IL 60084"/>	FAX NUMBER <input type="text" value="847-487-3753"/>
	E-MAIL ADDRESS <input type="text" value="nick@treesrusinc.com"/>
NAME / TITLE <input type="text" value="JENNI WILLIS"/> / <input type="text" value="PRESIDENT"/>	

AFFIDAVIT OF COMPLIANCE

APPLICANT:

Name TREES "R" US, INC

Address PO BOX 6014, WAUKONDA, IL 60084

Federal Tax I.D. # 36-4300759

As a condition of entering into a contract with the City of Crystal Lake, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

(Please Print or Type) JENNI WILLIS being first duly sworn on oath, deposes and states that he is PRESIDENT (the sole owner, a partner, a joint venturer, the President, the Secretary, etc.) of TREES "R" US, INC (Name of Company), the party making the foregoing bid, and that he has the authority to make any disclosures or certifications required by this Affidavit on behalf of the bidder and that all the information contained in this Affidavit is true and correct in both substance and fact.

DISCLOSURE OF BENEFICIARIES

Section 1. Ordinance 85-193, an ordinance amending Title 1 (Administrative) of the Crystal Lake Municipal Code, as amended, by adding Chapter 12 thereto requires disclosure of certain interests by persons applying for permits, licenses, approvals or benefits from the City of Crystal Lake.

A. Nature of Benefit sought by the undersigned (state Bid or ITB No.) 1908-002

B. Nature of Applicant: (Please check one)

- 1. Natural person
- 2. Corporation
- 3. Land Trust/Trustee
- 4. Trust/Trustee
- 5. Partnership
- 6. Joint Venture

C. If applicant is an entity other than described in Section B, briefly state the nature and characteristics of the applicant below.

D. If in your answer to subsection B you have checked box 1, 2, 3, 4, 5, or 6 identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a propriety interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	PERCENT OF
------	---------	------------

		INTEREST
1.	Jenni Willis	3605 WINDHERE LN 51%
2.	Nick Willis	JOHNSBURG, IL 60084 49%
3.		
4.		

IMPORTANT NOTE: In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

BID RIGGING AND BID ROTATING

Section 2: That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Acknowledgement (Type Name)

JENNI WILLIS

Section 3. The undersigned further states that: (select A or B and C)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Crystal Lake, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The aforementioned company's policy of maintaining a drug free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Crystal Lake and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Crystal Lake within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate

agency.

TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Crystal Lake because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

EQUAL EMPLOYMENT OPPORTUNITY

Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or a unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish

all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

THE AMERICANS WITH DISABILITIES ACT

Section 14. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

ILLINOIS PREVAILING WAGE

Section 15. The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act, 820 ILCS sec. 130/0.01 et seq.* as amended for public works projects.

EMPLOYEE SAFETY AND HEALTH

Section 16. The undersigned shall comply with all applicable Laws and Regulations of any public having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the City.

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto in the course of construction.

CITY OF CRYSTAL LAKE VENDOR INFORMATION SHEET

The information below is required to complete your bid packet.

Type or Print Only

Purchase Order Mailing Information:

Name: TREES "R" US, INC

Address 1: P.O. BOX 6014

Address 2:

Address 3:

City: WAUCONDA

State: IL

Zip Code: 60084

Phone: 847-913-9069

Fax: 847-487-3753

Project Contact: NICK WILLIS

E-Mail nick@treesrusinc.com

Remittance Mailing Information:

Name: TREES "R" US, INC.

Address 1: P.O. BOX 6014

Address 2:

Address 3:

City: WAUCONDA

State: IL

Zip Code: 60084

Phone: 847-913-9069

Fax: 847-487-3753

Fed Tax ID #: 36-4300759

Tax Type FEIN

Federal Tax

Social Security

Additional Information:

[Empty text box for additional information]

List of Subcontractors

Select this box if no subcontractors will be used.

If subcontractors will be used, please complete the following. If awarded the contract, the selected vendor must notify the City of any changes to the subcontractors list.

1.	Subcontractor Name	Service Provided
	Address	Contact Person
2.	Subcontractor Name	Service Provided
	Address	Contact Person
3.	Subcontractor Name	Service Provided
	Address	Contact Person
4.	Subcontractor Name	Service Provided
	Address	Contact Person
5.	Subcontractor Name	Service Provided
	Address	Contact Person
6.	Subcontractor Name	Service Provided
	Address	Contact Person
7.	Subcontractor Name	Service Provided
	Address	Contact Person
8.	Subcontractor Name	Service Provided
	Address	Contact Person



Trees "R" Us Inc.

COMPLETE TREE SERVICE

RESIDENTIAL & COMMERCIAL

PO BOX 6014
Wauconda, IL 60084

www.treesrusinc.com
Phone: 847-913-9069
Fax: 847-487-3753

January 1, 2019

CERTIFIED ARBORISTS FOR TREES "R" US, INC.

The following Trees "R" Us, Inc employees have ISA Certification:

Nick Willis	IL-5364A
Bill Thompson	IL-5022A
Tim Taddy	IL-0136A
Tom Becker	IL-4243A



PO BOX 6014
Wauconda, IL 60084

www.treesrusinc.com
Phone: 847-913-9069
Fax: 847-487-3753

MUNICIPAL REFERENCES

Village of Wheeling

77 W Hintz Rd
Wheeling, IL 60090
Phone: 847-279-6951
Lori Hazlewood – Supt of streets and forestry
Email: Lhazlewood@wheelingil.gov
2013-2016 Parkway Tree Trimming
Contract – Approx \$50,000 per year

Village of Glenview

2498 E Lake Ave
Glenview, IL 60026
Phone: 847-904-4522
Roy Fickel, Supt. Of Public Works
Email: rfickel@glenview.il.us
2013-2017 Tree Maintenance Contract (tree and stump removals, trimming, emergency service)
Contract – Approx \$360,000 per year

Village of Hinsdale

225 Symonds Dr
Hinsdale, IL 60521
Phone: 630-789-7043
John Finnell, Village Forester
Email: jfinnell@villageofhinsdale.org
2016-2019 Elm Tree Injections
Contract: \$127,000 per year
2016-2018 Tree Trimming
Contract \$105,880 per year

Elk Grove Park District

499 Biesterfield Rd
Elk Grove, IL 60007
Phone: 847-437-9494
John Howell, Grounds Supervisor
Email: jhowell@elkgrovecparks.org
2015 Tree Planting Project: \$15,420
2016 Tree Trimming, Removals and Herbicide: \$40,000
2017 Tree Trimming, Removals and Herbicide: \$60,000
2018 Tree Trimming, Removals and Herbicide: \$34,000
2019 Tree Trimming and Removals: \$18,000

METRA

547 W Jackson Blvd
Chicago, IL 60661
Phone: 312-322-6900
John Meyer, Engineer
Email: jmeyer@metrarr.com
2017-2021 Tree Removals, Tree Chipping and Trimming Contract
Contract: \$1,800,000 over 4 year contract

City of Milwaukee

814 N Broadway
Milwaukee, WI 53202
Phone: 414-708-2990
Jeff Kluslow, Forestry
Email: jklusl@milwaukee.gov
2013 Stump Removal Contract
Contract: \$175,000
2016 Stump Removal Contract
Contract: \$193,000
2018 Stump Removal Contracts (south, central and north districts)
Contract: \$438,000
2019 Stump Removal Contract
Contract: \$252,000

City of Park Ridge

505 Butler Place
Park Ridge, IL 60068
Phone: 847-318-5231
Brandon Naser, City Forester
Email: bnaser@parkridge.us
2016-2018 Tree and Stump Removal Contract
Contract: \$385,000

Rockford Park District

401 South Main St
Rockford, IL 61101
Phone: 815-987-8800
Tom Lind: Landscape Architect
Email: TomLind@rockfordparkdistrict.org
2017 – Ash Tree Removals
Contract - \$15,250

Milton Township Highway Department

23W040 Poss St
Glen Ellyn, IL 60137
Phone: 630-682-4270
Jim Mauerman – Foreman
Email: jim@miltonhighway.com
2015-2017 Tree and Stump Removals
Contract: \$105,802

Forest Preserve District of Cook County

69 W Washington
Chicago, IL 60602
Phone: 708-906-0319
John McCabe, Forestry
Email: John.mccabe@cookcountyil.gov
2016 Tree Removals
Contract: \$155,932
2017-2018 Tree Removals
Contracts: \$70,353

Heather Ridge Umbrella Associates

5864 Manchester Dr
Gurnee, IL 60031
Phone: 847-710-2378
Brad Banwart, Landscape Dept
Email: uvngcf7918@sbcglobal.net
2015-2019 Plant Management Contract
Contract: \$135,000

City of Quincy

706 Main St, Third Floor
City Hall Annex
Quincy, IL 62301
Phone: 217-228-4515
Charles Bevelheimer, Public Works
Email: chuckb@quincyil.gov
2015 Ash Treatment Program
Contract: \$16,689
2016 Ash Treatment Program
Contract: \$16,893
2019 Ash Treatment Program
Contract: \$18,239

University of Wisconsin - Parkside

PO Box 2000
Kenosha, WI 53141
Phone: 262-989-2270
Dave Olsen
Email: olsend@uwp.edu
2016 Tree and Stump Removals
Contract: \$15,600
2017 Tree and Stump Removals
Contract: \$67,890

City of Wheaton

303 W Wesley St
Wheaton, IL 60187
Phone: 630-260-2000
Kevin Maloney
Email: kmaloney@wheaton.il.us
2016-2018 Tree Pruning
Contract: \$78,350
2016-2018 Stump Removals
Contract: \$15,000 per year

Village of Barrington

200 S Hough St
Barrington, IL 60010
Phone: 847-304-3369
Mike Szymanski, Forestry Supervisor
Email: mszymanski@barrington-il.gov
2017-2019 Annual Tree Maintenance Contract
Contract: approx.. \$120,000 per year

School District of Beloit

1633 Keeler Ave
Beloit, WI 53511
Phone: 608-361-4007
Sean Winters
Email: swinters@sdb.k12.wi.us
June 2017 – December 2017 Tree Removal, Stump Removal, Trimming, Planting
Contract: \$35,295

City of Racine

730 Washington Ave
Racine, WI 53403
Phone: 262-770-7029
Matt Koepnick, City Forester
Email: matthew.koepnick@cityofracine.org
2019 Stump Grinding and Restoration
Contract: \$67,942


AIA Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Trees "R" Us, Inc.

3605 Windmere Ln
Johnsburg, IL 60051-5147**OWNER:***(Name, legal status and address)*City of Crystal Lake
100 W Woodstock St

Crystal Lake, IL 60014-4262

BOND AMOUNT: \$ 1000.00 (One Thousand Dollars)**PROJECT:***(Name, location or address, and Project number, if any)*

2019 Tree Pruning Program

SURETY:*(Name, legal status and principal place of business)*West Bend Mutual Insurance Company
PO Box 620976
Middleton, WI 53562**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

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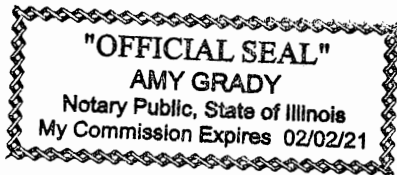
AFFIDAVIT OF ATTORNEY-IN-FACT FOR SURETY

STATE OF ILLINOIS

COUNTY OF WILL

I, Amy Grady, Notary Public of Will County, in the State of Illinois; do hereby certify that Raymond A. Mathews, Attorney-in-Fact, of West Bend Mutual Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of the West Bend Mutual Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal in said County, this 25th day of September, 2019.



Notary Public Amy Grady
State IL County WILL
My Commission Expires 2/2/2021

(Notarial Seal)

Signed and sealed this 25 day of September , 2019

Chris Cristinas, Office mgr.
(Witness)

Maurice L. Head
(Witness)

Trees "R" Us, Inc.
[Signature]
(Contractor as Principal) (Seal)

PRESIDENT
(Title)

West Bend Mutual Insurance Company
(Surety) (Seal)

[Signature]
(Title) Raymond A Mathews , Attorney-In-Fact

Init.



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Raymond A Mathews

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

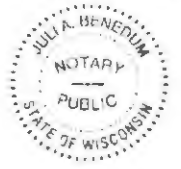
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 25th day of September, 2019.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

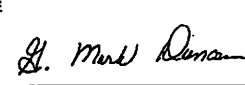
PRODUCER RWC Insurance Group Ray Weidenaar & Co. 7239 W. Laraway Rd. Frankfort IL 60423-7767		CONTACT NAME: PHONE (A/C, No, Ext): (815) 469-6585 FAX (A/C, No): (815) 469-6165 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Company A Rated NAIC # 15350 INSURER B: Redwood Fire and Casualty Insurance A++ Rated 11673 INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Trees R Us, Inc PO Box 6014 Wauconda IL 60084			

COVERAGES **CERTIFICATE NUMBER: #1** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Herbicide/Pesticide <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A091082	11/15/2018	11/15/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A091082	11/15/2018	11/15/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ waived			A091082	11/15/2018	11/15/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TRWC914845	11/15/2018	11/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equipment			A091082	11/15/2018	11/15/2019	Limit-	\$100,000
							Deductible -	\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION	
City of Crystal Lake 100 W. Woodstock St. Crystal Lake IL 60014		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 30, 2019

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Bob Mitchard, Director of Public Works

SUBJECT: Terrace Hill Project

As you are aware, Public Works has been working on the Terrace Hill improvements for several years with the scope expanding to include a larger area and numerous infrastructure repairs and rehabilitation.

In the last several months numerous chronic/nuisance drainage challenges have been observed and identified through resident complaints and our engineers verifying the issues on four different sites. Drainage issues like these are not only maintenance and nuisance issues for the residents, these specific areas also have had a detrimental impact on the pavement surface and the base below the surface.

This has necessitated additional field survey work and design that will be incorporated into the plans so that these issues can be corrected. The additional work described above is estimated to cost, \$6,328.00 and is an amendment to the original engineering design agreement with CBBEL.

Included in this amendment is a sub-contract between CBBEL and METRO Strategies for the Public Relations related to this project. The area and number of residents who will be impacted by this project, METRO will provide great support as they have with several of the other projects.

METRO Strategies fee is not to exceed \$25,000 making the total amendment \$31,328.00.

We request Village Board approval of this amendment.

Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

All terms and conditions contained within the Village Engineer Master Agreement executed between the parties shall be applicable to the work to be performed under this Work Order and shall be deemed to be fully incorporated as if fully set forth herein.

II. Project Understanding

A. General Understanding/Assumptions

The Village of Algonquin is requesting the project documents be updated to include additional topographic survey, design and preparation of the following locations:

- 711 Woods Creek - To install underdrain and connect sump pump lines to eliminate surfacing groundwater
- 601 - 631 Greens View – To install underdrain and connect sump pump lines to eliminate address backyard ponding.
- 3581 Persimmon – To install underdrain to eliminate ponding in front yard and on driveway from previous excavation

Also, CBBEL will be in attendance at a Public Meeting with the residents. The tentative project schedule is as follows:

- An Open House with the residents on October 1st, 5-7 PM at Public Works.
- Bid Opening date on October 15th at 10 AM.
- Village Board approval in November
- Construction to begin in December.
- All underground work to be completed by April 30, 2020.
- Roadway work to begin May 1, 2020

B. Design Criteria

IDOT/Village Standards

III. Scope of Services

A. Surveying Services

Task 1 – Topographic Survey of Project

The survey of the following locations: 711 Woods Creek, 601 - 631 Greens View and 3581 Persimmon will be used as a base map for design purposes. Included are the following survey tasks:

1. **Horizontal Control:** Utilizing state plane coordinates (NAD '83, Illinois East Zone, 2007 Adjustment); CBBEL will establish recoverable primary control.
2. **Vertical Control:** Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art G.P.S. equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points.
3. **Field recon and survey** to locate existing monumentation and boundary evidence.
4. **Research at the McHenry County Recorder's Office.** Analyze Record and Field Data necessary to compute approximate right-of-way.
5. **Topographic Survey:** CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 20 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

6. Office calculations and plotting of field and record data.
7. Office contouring of field data and one-foot contour intervals.
8. Drafting of an Existing Conditions Plan at a scale of 1"=20'.

B. Phase II Engineering

The plans, specifications and estimate will be updated as detailed above.

C. Task 3 – Public Meeting

CBBEL will prepare exhibits, attend the public meeting with the residents and make all necessary updates to the plans based on the resident feedback and Village Staff direction.

IV. MAN-HOURS

A. Surveying Services

Task 1 - Topographic Survey of Project

Survey I	30 hrs x \$67/hr	=	\$2,010
Survey II	30 hrs x \$86/hr	=	\$2,580
Survey III	10 hrs x \$110/hr	=	\$1,100
Survey V	2 hrs x \$150/hr	=	\$ 300
CAD Manager	12 hrs x \$121/hr	=	<u>\$1,452</u>
			\$7,442

B. Engineering Services

Task 2 – Plans, Specifications and Estimates

Engineer V	2 hrs x \$150/hr	=	\$ 300
Engineer III	24 hrs x \$112/hr	=	<u>\$2,688</u>
			\$2,988

Task 3 – Public Meetings and Public Relations

Engineer V	5 hrs x \$150/hr	=	\$ 750
Engineer III	20 hrs x \$112/hr	=	<u>\$2,240</u>
			\$2,990

Subtotal \$13,420

Direct Costs \$ 1,000

Not-to-Exceed Fee \$14,420

B.


VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: 

Title: Executive Vice President

Date: 8/28/19

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal	210
Engineer VI	184
Engineer V	150
Engineer IV	121
Engineer III	112
Engineer I/II	91
Survey V	150
Survey IV	115
Survey III	110
Survey II	86
Survey I	67
Resource Planner V	102
Resource Planner IV	97
Resource Planner III	88
Resource Planner II	80
Engineering Technician IV	115
Engineering Technician III	95
Engineering Technician I/II	87
CAD Manager	121
Assistant CAD Manager	115
CAD II	112
CAD I	87
GIS Specialist III	107
GIS Specialist I/II	60
Environmental Resource Specialist V	133
Environmental Resource Specialist IV	121
Environmental Resource Specialist III	102
Environmental Resource Specialist II	83
Environmental Resource Technician	78
Administrative	79
Engineering Intern	46
Survey Intern	46
Information Technician III	84
Information Technician I/II	54



Village of Algonquin

Police Department

-MEMORANDUM-



DATE: September 26, 2019
TO: Tim Schloneger, Village Manager
FROM: John Bucci, Chief of Police
SUBJECT: McHenry County Gang Task Force IGA

Attached please find the Intergovernmental Agreement for the McHenry County Gang Task Force.

The Gang Task Force agreement commits the Police Department for a five-year term to provide law enforcement services at events and operations when requested by participating agencies. The Police Department has asked for assistance from the Task Force in the past for Founder's Days and have provided officers for other festivals throughout the county.

I respectfully request the Committee of the Whole consider these requests and forward them to the Village Board for approval and signature.

INTERGOVERNMENTAL AGREEMENT

FOR

McHENRY COUNTY GANG TASK FORCE

This Agreement is made and entered into this _____ day of December, 2019, by and between the COUNTY OF McHENRY, a body politic and corporate of the State of Illinois (hereinafter referred to as the "COUNTY"), the McHENRY COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and the Municipalities of the VILLAGE OF ALGONQUIN, VILLAGE OF CARY, CITY OF CRYSTAL LAKE, VILLAGE OF FOX RIVER GROVE, CITY OF HARVARD, VILLAGE OF HEBRON, VILLAGE OF HUNTLEY, VILLAGE OF ISLAND LAKE, VILLAGE OF JOHNSBURG, VILLAGE OF LAKE IN THE HILLS, VILLAGE OF LAKEMOOR, CITY OF MARENGO, MCHENRY COUNTY CONSERVATION DISTRICT, CITY OF MCHENRY, VILLAGE OF MCCULLOM LAKE, VILLAGE OF OAKWOOD HILLS, VILLAGE OF RICHMOND, VILLAGE OF SPRING GROVE, VILLAGE OF WONDER LAKE and CITY OF WOODSTOCK, (hereinafter referred to collectively as the "MUNICIPALITIES" and individually as "MUNICIPALITY").

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

WHEREAS, the Parties mutually desire to become members of the McHenry County Gang Task Force unit for the purpose of providing law enforcement services at events and law enforcement operations within unincorporated and incorporated McHenry County in accordance with the terms and conditions set forth below.

TERMS AND CONDITIONS

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

Members and Jurisdiction

1. Each of the signatories to this agreement is a member ("Member") of the McHenry County Gang Task Force unit for the purpose of providing law enforcement services at events and law enforcement operations within unincorporated and incorporated McHenry County.

2. Each MUNICIPALITY shall appoint one or more officer(s) from its respective police department to the gang task force unit. The SHERIFF shall appoint one or more deputies to the gang task force unit.

3. The SHERIFF shall authorize the appointed municipal police officers to perform the law enforcement functions described under this Agreement outside of their respective municipal jurisdictions within McHenry County until notified otherwise by the COUNTY or the SHERIFF.

Command and Control

4. A request for services provided by the McHenry County Gang Task Force shall be submitted to the SHERIFF via email or in writing. All requests may be approved or denied at the SHERIFF'S discretion. In the absence of a written or emailed request or confirmation, the organized presence of the task force in a member jurisdiction shall carry a presumption of being requested by that MUNICIPALITY.

5. The Chief of Police (or his/her designee) of the MUNICIPALITY in which the McHenry County Gang Task Force unit has been requested to provide services shall command and control the unit for the duration of such assistance. Should services be required outside the jurisdiction after the services have commenced, command and control shall remain with the Chief of Police (or his/her designee) of the MUNICIPALITY in which the McHenry County Gang Task Force unit has been requested to provide services.

6. The SHERIFF shall command and control the gang task force unit in unincorporated McHenry County and when the unit is requested to provide services in a municipality which is not a party to this Agreement.

Defense and Indemnification

7. a. The Member in command and control of the gang task force during a period of assistance shall assume the defense of and hold harmless all other Members of the gang task force unit, their officers, deputies and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other Members, their officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising solely or in part due to any act or omission of any Member, its officers, agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement; provided, however, that no indemnification is required for the payment of judgments or settlements of suits or claims arising out of the gross negligence or willful misconduct by another Member or its employees or agents. The Members agree to enter into a joint defense agreement and to cooperate in the defense of this matter to carry out the intent of this section to the extent allowed by law.

b. This Agreement does not create an independent operating body, but merely provides for shared services and allocation of duties and risk as described in this Agreement. However, in the event of a claim for any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees in which the "McHenry County

Gang Task Force” itself is named – instead of or in addition to any of the Members of this Intergovernmental Agreement -- then the obligations described in Section 6.a. above shall also apply to the “McHenry County Gang Task Force”. However, the indemnifying Member may act to have any claims against the “McHenry County Gang Task Force” as a separate entity dismissed from any lawsuit or claim of any sort.

Employment Status and Liability

8. For all purposes under this Agreement, an officer or deputy that is employed by a Member and acting under color of this Agreement shall be and remain an employee of such Member, and shall not be considered an employee of any other Member, regardless of which Member is commanding and controlling the action of the McHenry County Gang Task Force unit during a period of assistance.

9. Each Member shall be solely responsible for the payment of wages, health, welfare and pension benefits, worker’s compensation, unemployment compensation, disability benefits, and all other benefits and payments resulting from the employment relationship. Neither the COUNTY nor any other Member shall be responsible for payment of worker’s compensation, unemployment compensation, disability or death benefits, or any other employee benefits to any employee of another Member as a consequence of the performance of this Agreement.

10. Each Member waives all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring to its respective personnel and/or equipment as consequence of the performance of this Agreement. Notwithstanding anything to the contrary in this Agreement, no Member waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents and nothing in this paragraph in any way diminishes the Members’ defense and indemnification obligations under paragraph 6 of this Agreement.

Term, Withdrawal and Termination

11. The term of this Agreement is for a five (5) year period beginning January 1, 2020 and ending December 31, 2024.

12. Each Member may withdraw their officer(s) from the gang task force unit upon thirty (30) days written notice of withdrawal to the other parties, the effect of which shall terminate their rights, obligations and privileges under this Agreement. A Member that has withdrawn assumes no responsibility for the actions of the remaining Members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal, including all defense and indemnification obligations imposed under paragraph. No Member shall be liable to any other member for its failure or refusal to provide appoint personnel or for the withdrawal as a Member or of personnel from the unit. Withdrawal of a Member shall not affect the continuation of this Agreement as to any other Member not indicating an intention to withdraw as provided herein.

13. The COUNTY or the SHERIFF may terminate this Agreement upon thirty (30) days written notice of termination to the other parties, provided, however, all defense and indemnification obligations imposed under paragraph 7 for acts or omissions occurring prior to the effective date of termination shall survive the termination this Agreement.

Insurance

14. Each Member shall be responsible for maintaining for the duration of this Agreement its own insurance with respect to its liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including the performance of this Agreement. Such insurance shall be maintained through qualified insurers and/or a self-insured governmental risk pool, and shall provide, at a minimum, the following coverages and liability limits:

- (a) Public Entity Liability, including but not limited to broad form general liability for personal injury and property damage, automobile liability for owned, non-owned and hired vehicles, public officials liability, and law enforcement liability; all such coverage shall provide contractual liability coverage for liability assumed in this Agreement and have limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- (b) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$1,000,000 for each incident.

15. The insurance required in this Agreement shall not include in the policy or any endorsements thereto any exclusion or limitations of contractual liability, any amendment of the insured contract definition or modification of the exception to the employers' liability exclusion or endorsements ISO CG 2139 or ISO CG 2426.

16. The Members agree that with respect to the above required insurance that:
- (a) The Members shall provide each other with Certificates of Insurance evidencing the above required insurance, within thirty (30) days of commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
 - (b) The Members shall provide each other with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change in insurance coverage; and

- (c) Insurance Notices and Certificates of Insurance shall be provided to all of the Parties in accordance with paragraph 23, with an additional notice to the COUNTY's risk management division at:

Deputy County Administrator/Risk Management
McHenry County Administration
2200 N. Seminary Avenue
Woodstock, Illinois 60098

General Terms and Conditions

17. No person shall illegally be excluded from employment rights or participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, religion, color, sex, age, disability, or national origin.

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

19. This Agreement should not be construed or interpreted as furthering the duties, functions or responsibilities of the SHERIFF, the COUNTY or the MUNICIPALITIES beyond those tenets outlined in this Agreement.

20. No claim for services furnished by the MUNICIPALITIES, not specifically provided in this Agreement, will be allowed by the COUNTY and SHERIFF, nor shall the MUNICIPALITIES do any work or furnish any additional services not covered by this Agreement, unless it is approved in writing by the COUNTY. Such approval shall be considered to be a modification of this Agreement.

21. The Members may not assign, transfer or otherwise convey their rights or obligations under this Agreement without the prior written consent of all the Members.

22. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, any Member may terminate this Agreement forthwith upon the delivery of written notice of termination to the other parties.

23. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the MUNICIPALITIES (including its officers, employees and

agents) as agents, representatives, or employees of the COUNTY or the SHERIFF for any purpose, or in any manner, whatsoever.

24. All notices permitted or required under this Agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

To the SHERIFF: Sheriff Bill Prim
McHenry County Sheriff's Department
2200 North Seminary Avenue
Woodstock, IL 60098

To the COUNTY: Peter Austin
County Administrator
2200 North Seminary Avenue
Woodstock, IL 60098

To the MUNICIPALITIES: Village Manager
Village of Algonquin
2200 N. Harnish Drive
Algonquin, IL 60120

Mayor
Village of Cary
655 Village Hall Drive
Cary, IL 60013

Mayor
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Village of Fox River Grove
305 Illinois Street
Fox River Grove, IL 60021

City Administrator
City of Harvard
201 W. Front Street
Harvard, IL 60033

President
Village of Hebron
12007 Prairie Avenue
P.O. Box 372
Hebron, IL 60034

Assistant Village Manager
Village of Huntley
10987 Main Street
Huntley, IL 60142

Mayor
Village of Island Lake
3720 Greenleaf Avenue
Island Lake, IL 60042

Village of Johnsburg
1515 Channel Beach Avenue
Johnsburg, IL 60051

Director of Public Safety
& Village President
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156

Village of Lakemoor
28874 IL Route 120, Suite C & D
Lakemoor, IL 60051

Mayor
City of Marengo
132 E. Prairie Street
Marengo, IL 60152

Executive Director
McHenry County Conservation District
18410 U.S. Highway 14
Woodstock, IL 60098

Mayor
City of McHenry
333 S. Green Street
McHenry, IL 60050

Village of McCullom Lake
4811 W. Orchard Drive
McCullom Lake, IL 60050

President
Village of Oakwood Hills
3020 North Park Drive
Oakwood Hills, IL 60013

Village of Richmond
5600 Hunter Drive
Richmond, IL 60071

President
Village of Spring Grove
7401 Meyer Road
Spring Grove, IL 60081

President
Village of Wonder Lake
4444 Thompson Road
Wonder Lake, IL 60097

Mayor
City of Woodstock
121 W. Calhoun Street
Woodstock, IL 60098

The SHERIFF and the COUNTY shall be entitled to separate copies of each Notice. Any Notice transmitted by first class United States Mail shall be deemed received on the second business day following its deposit in a United States Mail receptacle. The term "business day" shall not include Saturdays, Sundays or any other day declared to be a legal holiday in the State of Illinois by State Statute.

25. The laws of the State of Illinois shall control the interpretation of this Agreement.

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

27. This Agreement may be executed in counterparts and shall be considered in effect starting January 1, 2020 upon execution by the COUNTY, SHERIFF, and at least one additional party.

28. The SHERIFF shall have the authority to approve the addition of parties not listed in this Agreement, provided that the additional members are located in McHenry County and are legally authorized to enter into such an agreement.

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

County of McHenry

ATTEST:

By: _____
Jack D. Franks, Chairman
McHenry County Board

Joseph J. Tirio
McHenry County Clerk

Date: _____

Date: _____

McHenry County Sheriff Department

By: _____
Bill Prim, Sheriff

Date: _____

Village of Algonquin

Village of Cary

By: _____

By: _____

Date: _____

Date: _____

City of Crystal Lake

Village of Fox River Grove

By: _____

By: _____

Date: _____

Date: _____

City of Harvard

By: _____

Date: _____

Village of Hebron

By: _____

Date: _____

Village of Huntley

By: _____

Date: _____

Village of Island Lake

By: _____

Date: _____

Village of Johnsburg

By: _____

Date: _____

Village of Lake In The Hills

By: _____

Date: _____

Village of Lakemoor

By: _____

Date: _____

City of Marengo

By: _____

Date: _____

McHenry County Conservation District

By: _____

Date: _____

City of McHenry

By: _____

Date: _____

Village of McCullom Lake

By: _____

Date: _____

Village of Oakwood Hills

By: _____

Date: _____

Village of Richmond

By: _____

Date: _____

Village of Spring Grove

By: _____

Date: _____

Village of Wonder Lake

By: _____

Date: _____

City of Woodstock

By: _____

Date: _____