

AGENDA
COMMITTEE OF THE WHOLE
September 14, 2021
2200 Harnish Drive
Village Board Room
7:30 P.M.

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

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
 - A. Consider a Special Event Permit for the Aces Halloween Baseball Tournament
 - B. Consider an Ordinance Fixing a Time and Place of a Public Hearing for the Tax Increment Financing Eligibility Study and Development Plan and Project for the Longmeadow / Randall Redevelopment Project Area
 - C. Discussion of River Ridge Estates
 - D. Discussion of Riverview Townhome Proposal
4. **General Administration**
 - A. Consider Amending Chapter 33, Liquor Control and Liquor Licensing, Increasing the Number of H Class License
 - B. Consider Amending Chapter 33, Liquor Control and Liquor Licensing, Amending the Description of Class A and Event Permit
5. **Public Works & Safety**
 - A. Consider an Agreement with Nilco Landscape Solutions for the Downtown Snow Removal
 - B. Consider an Agreement with Strand Associates for the High Hill Subdivision Phase 1&2 Engineering Services
 - C. Consider an Agreement with Langton Group for the Snow and Ice Removal of Cul-de-Sacs and Eyebrows for the 2021-2022 Plowing Season
 - D. Consider an Intergovernmental Agreement with the City of McHenry for Mutual Aid
 - E. Consider an Intergovernmental Agreement with School District 158 for a School Resource Officer
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

-MEMORANDUM-

Date: September 9, 2021

TO: Committee of the Whole

FROM: Jason C. Shallcross, AICP, Community Development Director
Patrick M. Knapp, AICP, Senior Planner

RE: Consideration for Algonquin Aces Halloween Tournament Public
Event/Entertainment License – October 23-24

Attached is a permit application for a Public Event/Entertainment License for the Algonquin Aces Halloween Tournament planned for October 23-24, 2021. This event will be held at Algonquin Lakes Park 700 Lake Plumleigh Way with 8 teams/300 participants expected in the tournament. Team entry fees will be donated to Algonquin Area Youth Organization, the Algonquin Aces, a not-for-profit program.

The event will be held on Saturday, October 23 and Sunday, October 24 from 8 am to 6 pm. Set-up will occur on Friday, October 22 from 3 pm to 6 pm. No off-site parking will be required as parking on-site will be sufficient.

Below are the recommended conditions of approval for the event and the Public Event License for consideration by the Committee of the Whole:

1. All garbage/debris left on the ground from the event shall be deposited in on-site trash bins by the event coordinator.
2. Washroom facilities may close before November 1, 2021, due to freezing temperatures. The event coordinator shall monitor the weather and be prepared to order portable toilets if the on-site bathrooms are closed.
3. Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter.

4. Any on-site food trucks will need to apply for a separate permit through the Village Of Algonquin.
5. The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
6. The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to Diane LaCalamita at the Ganek Municipal Center (2200 Harnish Drive or dcalamita@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: Algonquin Aces Halloween Tournament

Sponsoring Organization:

Name: Algonquin Aces Contact Name: Tim Moran
 Address: [REDACTED] Dr. _____
 City, State, ZIP: [REDACTED] _____

Event Coordinator:

Name: George Ferrante
 Home Address: [REDACTED] Ct
 City, State, ZIP: Algonquin, IL 60102
 Email: [REDACTED]

Event Information:

Describe the Nature of the Event: 8 Team 11u Girls Softball
Tournament

New Event Repeat Event If repeat, will anything be different this year? _____

Event Address: Algonquin Lakes Park 700 Lake Plumleigh Way Algonquin

Date(s) and Time(s) of the Event: 10/23-10/24 8AM-6PM

Rain Date(s), if applicable: NA

Set-Up Date/Time: 10/22 3-6 PM

Maximum Number of Attendees/Participants Expected: 300 - 8 Teams

Admission Fee: Yes No If Yes, list fee(s) to be charged: _____

How will the revenue be used (include donations to non-profit or charitable organizations): Donated
to the Girls Softball Program which is a
not for profit - AAYO, Algonquin Aces

Event Website: NA

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: __

NA

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: NA - Will use existing parking

which will be sufficient

Will there be a need for road closures? Yes _____ No If Yes, please explain: _____

Are you requesting Algonquin Police Officer(s) presence? Yes _____ No If Yes, to perform what function? _____

Do you want a fire truck or ambulance present? Yes _____ No If Yes, for what hours and to perform what function? _____

Are you wishing to post temporary sign(s) announcing the event? Yes _____ No If Yes, please describe desired size, location and date(s) that the signage will be displayed: _____

Do you wish to serve alcoholic beverages? Yes _____ No

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes _____ No _____ If Yes, attach a copy of the policy.

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes _____ No
If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: _____

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): _____

Waste Removal, use of onsite bathrooms

Do you plan on holding a raffle during this event? Yes _____ No

(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Tim Moran

On-site contact's cell number: [REDACTED]
On-site contact's work number: [REDACTED]
On-site contact's home number: _____

Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

[Signature]
Signature of Applicant

9/1/21
Date

George Ferrante
Printed Name of Applicant



P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248222395
Feb. 19, 2008 LTR 4168C E0
23-7353007 000000 00 000
00018635
BODC: TE

ALGONQUIN AREA YOUTH ORGANIZATION
% SCOTT RICHMAN
PO BOX 265
ALGONQUIN IL 60102-026567



029576

Employer Identification Number: 23-7353007
Person to Contact: Miss Converse
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Feb. 07, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in July 1974, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(03) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script that reads "Michele M. Sullivan".

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or any of its employees, representatives, subcontractors or agents.

The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/
Licensee: _____

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: George Ferrante
[Print]

George Ferrante
[Signature]

Date: 9/1/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2021

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).

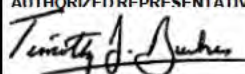
PRODUCER Presidio 55 Shuman Blvd Suite 900 Naperville IL 60563	CONTACT NAME Megan	
	PHONE (A/C, No, Ext) 630-513-6600	FAX (A/C, No) 630-513-6399
E-MAIL ADDRESS mlarkowski@presidiogrp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Algonquin Area Youth Organization P O Box 265 Algonquin IL 60102	INSURER A Indiana Insurance Company	22659
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
INSURER F		

COVERAGES **CERTIFICATE NUMBER: 744550844** **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 GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BKO57726771	4/24/2021	4/24/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57726771	4/24/2021	4/24/2022	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO57726771	4/24/2021	4/24/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is listed as additional insured with regards to the general liability policy on a primary, non-contributory basis.
 Event Name: Algonquin Aces Halloween Tournament
 Date of Event: 10/23-10/24
 Event Location: Algonquin Lakes Park at 700 Lake Plumleigh Way, Algonquin, IL 60102

CERTIFICATE HOLDER VILLAGE OF ALGONQUIN 2200 Harnish Dr. Algonquin IL 60102	CANCELLATION 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 
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VILLAGE OF ALGONQUIN Event/Entertainment License

A Event/Entertainment License is hereby issued to:

Algonquin Aces
Halloween Softball Tournament
Permit #57127

Description of Event: Softball Tournament
Location of Event: Algonquin Lakes Park – 700 Lake Plumleigh Way
Parking/Traffic: Algonquin Lakes Elementary School

Event Coordinator: George Ferrante [REDACTED]
On-Site Contact: Tim Moran [REDACTED]
Set-Up: October 22 from 3 pm – 6 pm
Date(s) of Event: October 23 & 24, 2021
Time(s) of Event: 8 am – 6 pm

Event Notes:

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code

Conditions of Approval/Additional Requirements:

- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator.
- Washroom facilities may be closed due to freezing temperatures. The event coordinator shall monitor the weather and be prepared to order portable toilets if the on-site bathrooms are closed.
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter.
- Any on-site food trucks will need to apply for a separate permit through the Village Of Algonquin.
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

Date Issued: September 22, 2021

Approved by: _____

Jason C. Shallcross, AICP, Community Development Director, Village of Algonquin

cc: Village Manager
Police Department
Community Development Department



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

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

Date: September 9, 2021

To: Committee of the Whole

From: Jason Shallcross, AICP, Community Development Director
Mike Darrow, Community Development

Re: Ordinance Setting a Time and Date for a Public Hearing with respect to that Certain Tax Increment Financing Eligibility Study and Development Plan and Project for the Longmeadow/Randall Redevelopment Project Area

Provisions of the Illinois Tax Increment Allocation Redevelopment Act (the “Act”) require that the Village conduct a public hearing prior to the adoption of an ordinance providing for the Village’s approval of the Longmeadow/Randall Tax Increment Financing Redevelopment Plan (the “Plan and Project”) and the Village’s designation of the Longmeadow/Randall Redevelopment Project Area (the “Area”) as a redevelopment area. Additionally, the act requires several notices be published in local papers, sent to local property owners, the Department of Commerce and Economic Opportunity, and that local taxing districts be notified.

The attached ordinance sets the date for the public hearing as Tuesday, November 2, 2021, at 7:00PM, at the Village of Algonquin Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102 for the purpose of hearing any interested persons or any affected taxing districts with respect to the proposed designation of the Area and adoption of the Plan and Project. Additionally, the ordinance also establishes the Joint Review Board and sets its first meeting on Thursday, September 30, 2021 at 10:00AM per the requirements of the Act.

ORDINANCE NO. 2021 - O – _____

***An Ordinance Fixing a Time and Place of a Public Hearing With Respect to that
Certain Tax Increment Financing Eligibility Study and Development Plan and
Project for the Longmeadow/Randall Redevelopment Project Area***

WHEREAS, the Village of Algonquin (the “Village”), 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 and applicable law.

WHEREAS, pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the “Act”), the Village is considering the adoption of a redevelopment plan and redevelopment project, to be known as the Longmeadow/Randall Tax Increment Financing Redevelopment Plan and Project a copy of which is attached hereto and incorporated herein as Exhibit A (the “Plan and Project”), and the designation of certain property within the Village, which is legally and commonly described on Exhibit B, attached hereto and incorporated herein, and generally depicted on a boundary map attached hereto and incorporated herein as Exhibit C, as a redevelopment project area, to be known as the Longmeadow/Randall Redevelopment Project Area (the “Area”), for the purposes set forth herein; and

WHEREAS, the Act requires that the Village conduct a public hearing prior to the adoption of an ordinance providing for the Village’s approval of the Plan and Project and the Village’s designation of the Area as a redevelopment project area; and

WHEREAS, the Act further requires that notice of the public hearing be given by publication at least twice, the first publication to be not more than thirty (30) days nor less than ten (10) days prior to the public hearing in a newspaper of general circulation within the taxing districts having property in the proposed Area; and

WHEREAS, the Act further requires that notice of the public hearing be given by mail not less than ten (10) days prior to the date set for the public hearing by depositing such notice in the United States Postal Service by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Area and in the event taxes for the last preceding year were not paid, the notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as the owners of the property; and

WHEREAS, the Act further requires that, not less than forty-five (45) days prior to the date set for the public hearing, the Village shall give notice by mail by depositing such notice in the United States Postal Service by certified mail to all taxing districts of which taxable property is included in the proposed Area and to the Department of Commerce and Economic Opportunity (the “Department”), and such notice shall also include an invitation to the Department and each

taxing district to submit comments to the Village concerning the subject matter of the public hearing prior to the date of the public hearing; and

WHEREAS, the Act further requires such notices to include the following information: the time and place of the public hearing, the boundaries of the proposed Area by legal description and street location where possible; a notification that all interested persons will be given an opportunity to be heard at the public hearing; a description of the Plan and Project or redevelopment project for the proposed Area if a plan or project is a subject matter of the public hearing; and such other matters as the Village may deem appropriate; and

WHEREAS, at the public hearing, any interested person, the Department or any affected taxing district may file written objections with the Village Clerk and may be heard orally with respect to any issues embodied in the notice; and

WHEREAS, the Act requires that the Village convene a joint review board not less than fourteen (14) days but not more than twenty-eight (28) days after the Village provides notice to the taxing districts and the Department pursuant to Section 11-74.4-6(c) of the Act; and

WHEREAS, the Act further requires that, not less than forty-five (45) days prior to the date fixed for the public hearing, the Village shall give notice by mailing to each affected taxing district having taxable property included in the proposed Area and to the Department, that each such taxing district which is required to be invited to participate in a joint review board pursuant to the Act and that the Department is invited to participate in a joint review board; and

WHEREAS, the Act further requires that such notice of the convening of the joint review board shall advise each taxing district and the Department of the date, time and place of the first meeting of such joint review board, and shall be given by depositing such notice in the United States Postal Service by certified mail; and

WHEREAS, the Village desires to set a time and place to consider the adoption of the Plan and Project and the designation of the Area as a “redevelopment project area,” as such term is defined under the Act.

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. **Recitals.** The foregoing recitals as contained in the preambles to this Ordinance are true and correct and are hereby incorporated in this Ordinance as if set out in full by this reference.

SECTION 2. **Setting of a Public Hearing.** A public hearing shall be held by the President and Board of Trustees of the Village on Tuesday, November 2, 2021, at 7:00 P.M., at the Village of Algonquin Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102 for the purpose of hearing any interested persons, the Department or any affected taxing districts with respect to the proposed designation of the Area and adoption of the Plan and Project.

SECTION 3. **Publication of Notice; Notice to Taxpayers.** Notice of the public hearing shall be published at least twice in the *Northwest Herald*, a newspaper of general circulation within the taxing districts having property in the proposed Area. The first publication shall be no more than thirty (30) nor less than ten (10) days prior to the public hearing. In addition, a notice of the public hearing shall be mailed by certified mail not less than ten (10) days prior to the date set for the public hearing addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land laying within the proposed Area. In the event taxes for the last preceding year were not paid, the notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as the owners of the property. The notice shall include such information as may be required by the Act.

SECTION 4. **Notice to Taxing Districts and the Department of Commerce and Economic Opportunity.** Notice of the public hearing shall be mailed by certified mail not less than forty-five (45) days prior to the public hearing, together with a copy of the proposed Plan and Project, to all taxing districts of which taxable property is included in the Area and to the Department. Such notice shall include an invitation to the Department and each taxing district to submit comments to the Village, to the attention of the Village Manager, Office of the Village Clerk, Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois, concerning the subject matter of the public hearing prior to the date of the public hearing. The notice shall include such information as may be required under the Act.

SECTION 5. **Joint Review Board.** Pursuant to the Act, a Joint Review Board (the "Review Board") shall be established and shall first meet on Thursday, September 30, 2021, at 10:00 A.M. at the Village of Algonquin Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102, which date shall be at least fourteen (14) but not more than twenty-eight (28) days after the date of the mailing of notice by the Village to the taxing districts and the Department as required by Section 11-74.4-6(c) of the Act. Not less than forty-five (45) days prior to the date fixed for the public hearing, the Village shall give notice by mailing to each affected taxing district having taxable property included in the proposed Area that is required to be notified pursuant to the Act and to the Department, that such taxing district which is required to be invited to participate in a joint review board pursuant to the Act or the Department is invited to participate in a joint review board. Such notice shall advise each taxing district and the Department of the date, time and place of the first meeting of the Review Board and further that such taxing district or the Department is invited to submit comments to the Village concerning the subject matter of the public hearing prior to the date thereof. Said notice shall be given by depositing such notice in the United States Postal Service by certified mail.

At or prior to the first meeting of the Review Board, the Village shall furnish to any member of the Review Board copies of the proposed Plan and Project and any related documents which such member of the Review Board shall reasonably request. The Village shall provide such information and material promptly upon the request of the Review Board and may also provide administrative support and facilities as the Review Board may reasonably require.

SECTION 6. **Notice to Persons of Availability of Plan and Project.** The Village has provided notice of the availability of the Plan and Project, including how to obtain a copy of the Plan and Project, by mail to all residential addresses that, after a good faith effort, the Village determines are located outside of the Area and within 750 feet of the boundaries of the Area as

well as to all property owners within the Area and the Village Board ratifies all actions of the Village's staff and counsel in effectuating such notice.

The Village has created an interested parties registry for activities related to the subject redevelopment project area. The Village has also printed in a newspaper of general circulation within the Village a notice that interested persons may register with the Village in order to receive information on the proposed designation of the subject redevelopment project area and/or the approval of a redevelopment plan for the Area.

SECTION 7. **Public Review.** A draft of the Plan and Project relating to the proposed Area has been placed on file at the office of the Village Clerk as of Thursday, August 26, 2021, and has been made available for public review and inspection during regular business hours.

SECTION 8. **Severability.** The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 9. **Superseder.** All ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

SECTION 10. **Publication.** A full, true, and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 11. **Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.

PASSED and APPROVED this _____ day of _____, 2021.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____

Village Clerk Fred Martin

Passed:

Approved:

Published:

Exhibit A

The Plan and Project

Exhibit B

Description of the Area

The Area is assigned property identification numbers 03-07-200-006 and 03-07-200-007 and is generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive and legally described as follows:

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89 DEGREES 18 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 31 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1753.25 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 300.00 FEET; (4) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (5) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 181.79 FEET TO A POINT OF CURVATURE; (6) THENCE EASTERLY 212.01 FEET, ALONG A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 11,360.00 FEET, AND CHORD BEARING OF NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, AND CHORD DISTANCE OF 212.01 FEET; (7) THENCE SOUTH 44 DEGREES 34 MINUTES 41 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF S. RANDALL ROAD PER DOCUMENT 97K057323; THENCE SOUTHERLY, 389.08 FEET ALONG A NON-TANGENT CURVE, CONCAVE EAST, HAVING A RADIUS OF 5,804.58 FEET, CHORD BEARING OF SOUTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, AND CHORD DISTANCE OF 389.00 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 1901.65 FEET TO A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10,945.15 FEET SUBTENDING A CHORD BEARING SOUTH 01 DEGREES 39 MINUTES 56 SECONDS EAST, A CHORD DISTANCE OF 238.54 FEET AND AN ARC DISTANCE OF 238.55 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS WEST, 1593.69 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 50 SECONDS WEST, 264.35 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 337.00 FEET; THENCE SOUTH 53 DEGREES 05 MINUTES 01 SECONDS WEST, 435.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HUNTLEY ROAD AS MONUMENTED; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 36 DEGREES 54 MINUTES 59 SECONDS WEST, 274.96 FEET TO A NON-TANGENT CURVE; (2) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 924.56 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 51 MINUTES 50

SECONDS WEST, A CHORD DISTANCE OF 573.2 FEET AND AN ARC DISTANCE OF 582.61 FEET TO A NON-RADIAL LINE; (3) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 714.67 FEET TO A NON-TANGENT CURVE; (4) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1,179.28 FEET SUBTENDING A CHORD BEARING NORTH 03 DEGREES 45 MINUTES 21 SECONDS WEST, A CHORD DISTANCE OF 125.18 FEET AND AN ARC DISTANCE OF 125.24 FEET TO A NON-RADIAL LINE; (5) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 248.15 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 17 MINUTES 11 SECONDS EAST, TO THE EAST LINE OF HUNTLEY ROAD PER DOCUMENT 2014K047996, A DISTANCE OF 59.03 FEET; THENCE ALONG SAID EAST LINE OF HUNTLEY ROAD, NORTH 00 DEGREES 42 MINUTES 49 SECONDS WEST, 880.06 FEET; THENCE NORTH 44 DEGREES 17 MINUTES 50 SECONDS EAST ALONG SAID EAST LINE, 49.49 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

Exhibit C

Map of Redevelopment Project Area



CERTIFICATION

I, FRED MARTIN, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Algonquin.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the _____ day of _____, 2021 the foregoing Ordinance *An Ordinance Fixing a Time and Place of a Public Hearing With Respect to Tax Increment Financing Eligibility Study and Development Plan and Project for the Rand Road Redevelopment Project Area*, was duly passed by the President and Board of Trustees of the Village of Algonquin.

The pamphlet form of Ordinance No. 2021 – O - _____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the _____ day of _____, 2021, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of Algonquin, this ____ day of _____, 2021.

Village Clerk Fred Martin
Village of Algonquin
McHenry and Kane Counties, Illinois

(SEAL)

**LONGMEADOW AND RANDALL
TAX INCREMENT FINANCING
REDEVELOPMENT AREA PLAN AND PROJECT**

Village of Algonquin, Illinois

August 26, 2021

Revised: August 30, 2021

Village of Algonquin
Debby Sosine, Village President

Prepared by:

Johnson Research Group Inc.
332 South Michigan Avenue, 9th Floor
Chicago, Illinois 60604

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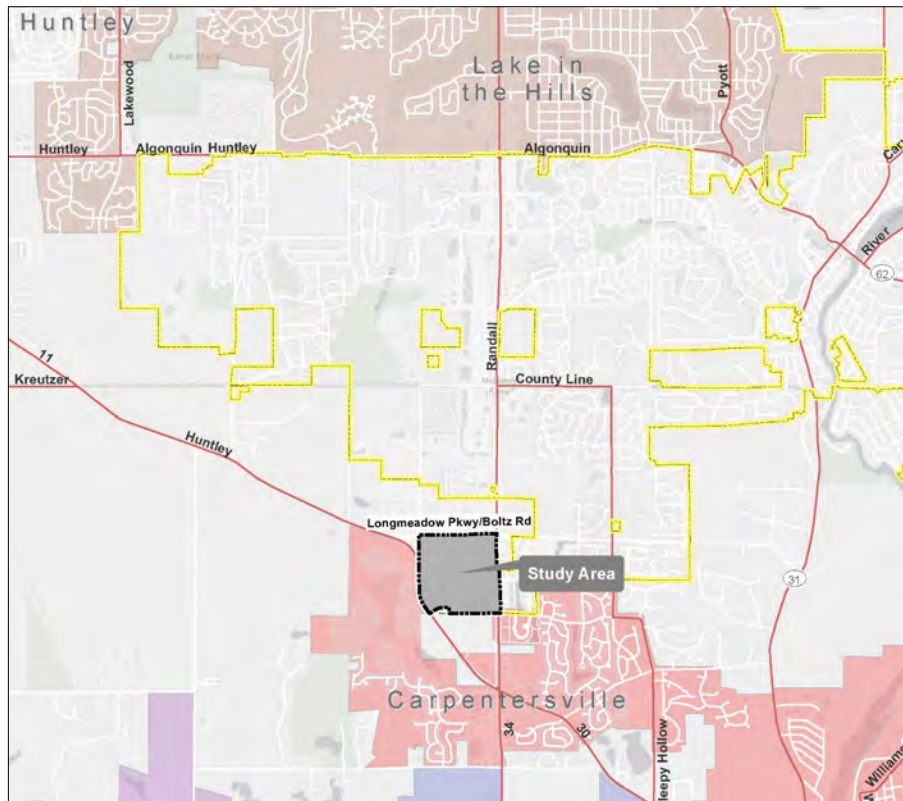
EXHIBITS

EXHIBIT I: LONGMEADOW/RANDALL TAX INCREMENT FINANCING ELIGIBILITY REPORT

I. INTRODUCTION

This document is to serve as the redevelopment plan (the “**Redevelopment Plan**”) for an area located in the southwestern part of the Village of Algonquin (the “**Village**”) approximately 1.5 miles north of the Interstate-90. The area is generally bounded by Huntley Road on the west, Longmeadow Parkway on the north; Randall Road on the east; and the westerly extension of Grandview Drive on the south. This area is referred to in this document as the Longmeadow/Randall Tax Increment Financing Redevelopment Project Area (the “**Project Area**”). For a map depicting the location of the Project Area within the Village of Algonquin, see **Figure 1. Community Context Map**.

Figure 1. Community Context Map



In conjunction with the Village’s strategy to encourage managed growth and stimulate private investment within the Project Area, the Village engaged Johnson Research Group, Inc. (“**JRG**” or the “**Consultant**”) to study whether the Project Area of approximately 147 acres qualifies as a “conservation area,” a “blighted area,” or a combination of both blighted areas and conservation areas under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as amended (the “**Act**”). The Project Area, described in more detail below as well as in the accompanying Longmeadow/Randall Tax Increment Financing Eligibility Report (the “**Eligibility Report**”), on the whole has not been subject to growth and development through investment by private enterprise and is not reasonably expected to be developed without public intervention and leadership by the Village.

The Redevelopment Plan summarizes the analyses and findings of the Consultant’s work, which, unless otherwise noted, is the responsibility of JRG. The Village is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Project Area as a redevelopment

project area under the Act. The Consultant has prepared this Redevelopment Plan and the related Eligibility Report with the understanding that the Village would rely: 1) on the findings and conclusions of the Redevelopment Plan and the related Eligibility Report in proceeding with the designation of the Redevelopment Project Area and the adoption and implementation of the Redevelopment Plan, and 2) on the fact that the Consultant has obtained the necessary information so that the Redevelopment Plan and the related Eligibility Report will comply with the Act.

A. Longmeadow/Randall Tax Increment Financing Redevelopment Project Area

The Longmeadow/Randall Project Area is located at the southwest corner of Randall Road and Longmeadow Parkway and until recently, situated at the southwestern edge of the Village in unincorporated Kane County. The Project Area is approximately 147 acres in size and includes unimproved land which has historically been used for commercial agricultural purposes. As part of a strategy to encourage growth and development the Village has undertaken the necessary steps to annex the Project Area to the Village of Algonquin, adopt a Plat of Subdivision and authorize a zoning change to Industrial and Commercial uses. The area is not currently improved with buildings and, having been subdivided in accordance with the Illinois Plat Act, has been categorized as Vacant Land for purposes of this report. The Project Area encompasses four tax parcels within two tax blocks in Dundee Township.

For a map depicting the Project Area boundaries, see **Figure 2. Project Area Boundary**. A legal description of the Project Area is included in **Section II, Legal Description and Project Area Boundary**.

Historical Context

The Village of Algonquin was settled in 1834 and incorporated as a Village in 1890. Located along the banks of the Fox River, the Village straddles both Kane and McHenry counties. Settled first by fur traders and later established as farming community, the Village saw its first wave of growth in 1855 with the construction of the Fox Valley Railroad. The railroad allowed dairies and other farmers to bring their products to the Chicago market. Farming and farm related industries contributed to the stability and prosperity of the community. The railroad also brought tourists from Chicago in search of summer homes, open air and recreational activities along the Fox River making Algonquin a quasi-resort town for the first few decades of the 20th century. With the rise of automobile use, tourism declined and the community transitioned to year-round residents.

Figure 2. Project Area Boundary



In the last half of the 20th century, Algonquin experienced growth as this farming community transitioned to a commuter suburb. A residential development boom in the 1980s and into the 1990s

doubled the population twice over from 5,684 in 1980 to 23,276 by 2000. Based on United States Census Bureau's five-year estimates, the 2019 population for Algonquin is approximately 30,897.

Driving the population growth, of course, is the development of residential subdivisions as well as commercial, office and industrial areas. Between 1990 and 2020 Census, the community has added more than 7,500 housing units, nearly tripling the 1990 Census count of 3,989 housing units. Through its comprehensive planning process, most recently updated in 2008, the Village has identified future growth and development goals and implemented the objectives for achieving these goals. Implementation actions have included forming a boundary agreement with neighboring Carpentersville and periodic annexation agreements of properties to provide the infrastructure and municipal services necessary for beneficial development.

The appeal of Algonquin and successful growth and development of the larger community have also contributed to the conditions that qualify the Project Area as a redevelopment project area under the Act. Increased volumes of stormwater runoff have increased over the years from new developments built upstream. The increased volumes exceed the capacity of the Project Area to discharge water on site. As a result, the Project Area suffers from chronic flooding conditions that negatively impact farming capabilities and spill over to properties and areas downstream causing hazardous flooding conditions on Huntley Road. Future development of the Project Area as envisioned in Village long range planning documents, will require substantial mitigation efforts to accommodate future development.

Evidence indicating that the Project Area as a whole has not been subject to growth and development through investment by private enterprise is detailed in **Section VI** and summarized below.

- The Project Area include seven potential farmed wetlands, seven additional areas of interest and two drainageways of interest as identified by ecology professionals at Encap, Incorporated.
- Observable characteristics among the seven potential farmed wetlands include standing water, saturated soils and non-functioning drainageways.
- Documented evidence of previously installed drain tiles, some of which appear to be no longer functioning.
- Drainage flows from upstream offsite areas have increased over the years from perimeter roadway improvements and upstream building development;
- The 12-inch culvert under Huntley Road is inadequate for current storm events causing water to back up onto the site and spill over into the Huntley Road northbound lane.
- To reduce flooding on-site and mitigate off-site flooding impacts downstream, the proposed system requires 4.3 million cubic feet of stormwater storage via naturalized detention basis throughout the development.
- Stormwater management facilities will reduce chronic flooding and outlet flows by 20 percent, providing both on-site and surrounding benefits including to Huntley Road and downstream areas.

Although the Project Area benefits from good schools, stable housing stock, and reasonable proximity to major roads, highways and commuter rail, without addressing the conditions that qualify the area as a blighted area will worsen and adversely affect property values in the Project Area and beyond. Without the intervention of the Village and the adoption of Tax Increment Financing and this Redevelopment Plan, the Project Area overall would not reasonably be expected to be redeveloped.

B. Tax Increment Financing

In January 1977, Tax Increment Financing (“TIF”) was authorized by the Illinois General Assembly through passage of the Act. The Act provides a means for municipalities, after the approval of a redevelopment plan and project, to redevelop blighted, conservation, or industrial park conservation areas and to finance eligible “**redevelopment project costs**” with incremental property tax revenues. “**Incremental Property Tax**” or “**Incremental Property Taxes**” are derived by applying the tax rate to the increase in the current Equalized Assessed Valuation (“**EAV**”) of real property within the redevelopment project area over and above the “**Certified Initial EAV**” of such real property. Incremental Property Taxes are reinvested in the area through rehabilitation, developer incentives, public improvements and other eligible redevelopment activities.

All taxing districts continue to receive property taxes levied on the Certified Initial EAV of properties within the redevelopment project area. Additionally, taxing districts can receive distributions of excess Incremental Property Taxes when annual Incremental Property Taxes received exceed principal and interest obligations for that year and redevelopment project costs have been paid. Taxing districts also benefit from the increased property tax base after the expiration or termination of the redevelopment project area.

C. The Redevelopment Plan for the Longmeadow/Randall Tax Increment Financing Redevelopment Project Area

The Village’s overall goals include a desire to expand the tax base of the Village and create employment opportunities that enhance the appeal and sustainability of the Village. This Redevelopment Plan promotes these goals. Redevelopment of the Project Area is hindered by significant stormwater management issues. The site’s redevelopment will require extraordinary stormwater mitigation efforts to accommodate retention of water onsite and reduce downstream runoff affecting private property and public roadways. Despite the site’s location in a growing community with good proximity to regional expressways, redevelopment of the Project Area is not financially feasible. Overall, it is not reasonable to expect that redevelopment and improvements will occur on a comprehensive and coordinated basis without the use of TIF.

This Redevelopment Plan has been formulated in accordance with the provisions of the Act and is intended to guide improvements and activities within the Project Area to stimulate economic growth and private investment in the Project Area in a manner that is consistent with the goals of the Village. The goal of the Village, through implementation of this Redevelopment Plan, is to redevelop the Project Area with adequate stormwater capacity on a comprehensive and planned basis to ensure that private investment occurs:

1. On a coordinated rather than piecemeal basis to ensure that land use, access and circulation, parking, public services and urban design are functionally integrated and meet present-day principles and standards;
2. On a reasonable, comprehensive, and integrated basis to ensure that blighted area factors are eliminated; and
3. Within a reasonable and defined time period so that the Project Area may contribute productively to the economic vitality of the Village.

Redevelopment of the Project Area will depend on the cooperation between the private sector and agencies of local government. Adoption of this Redevelopment Plan will enable the implementation of a comprehensive redevelopment program and coordinated private investment. Without public

investment, the comprehensive redevelopment and coordinated improvements in the Project Area would not be expected to be realized by the private sector alone.

This Redevelopment Plan sets forth the overall “**Redevelopment Project**” to be undertaken to accomplish the Village’s above-stated goals. During implementation of the Redevelopment Project, the Village may, from time to time: (i) undertake or cause to be undertaken public improvements and other redevelopment project activities authorized under the Act; and (ii) enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements and undertake other redevelopment project activities authorized under the Act on one or several parcels (items (i) and (ii) are collectively referred to as “**Redevelopment Projects**”).

This Redevelopment Plan specifically describes the Project Area and summarizes the criteria that qualify the Project Area as “vacant land” under the criteria for a “**blighted area**” as defined in the Act.

The use of Incremental Property Taxes will permit the Village to direct, implement and coordinate public involvement and activities that are intended to stimulate private investment within the Project Area. These improvements, activities and investments will benefit the Village, its residents, and all taxing districts having jurisdiction over the Project Area. These anticipated benefits include:

- Elimination of the blighted area conditions in the Project Area;
- Redevelopment of the Project Area with new industrial and commercial development;
- Installation of a 4.3 million cubic foot stormwater storage system via naturalized detention; and
- A stable and predictable environment that promotes economic growth.

II. LEGAL DESCRIPTION AND PROJECT BOUNDARY

The boundaries of the Project Area have been drawn to include only those contiguous parcels of real property and improvements substantially benefited by the proposed Redevelopment Project to be undertaken as part of this Redevelopment Plan. The boundaries of the Project Area are illustrated in **Figure 2. Project Area Boundary**, and legally described below:

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SIX (6) COURSES: (1) THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST, 1746.36 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST, 300.00 FEET; (4) THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS EAST, 10.00 FEET; (5) THENCE NORTH 89 DEGREES 36 MINUTES 17 SECONDS EAST, 393.80 FEET; (6) THENCE SOUTH 44 DEGREES 34 MINUTES 11 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF S. RANDAL ROAD PER DOCUMENT 97K057323; THENCE SOUTH 02 DEGREES 16 MINUTES 05 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 1901.65 FEET TO A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10,945.15 FEET SUBTENDING A CHORD BEARING SOUTH 01 DEGREES 38 MINUTES 18 SECONDS EAST, A CHORD DISTANCE OF 240.66 FEET AND AN ARC DISTANCE OF 240.67 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 1592.54 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 17 SECONDS WEST, 271.87 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 337.00 FEET; THENCE SOUTH 53 DEGREES 04 MINUTES 43 SECONDS WEST, 430.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HUNTLEY ROAD AS MONUMENTED; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 36 DEGREES 55 MINUTES 19 SECONDS WEST, 271.92 FEET TO A NON-TANGENT CURVE; (2) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 924.56 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 50 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 574.01 FEET AND AN ARC DISTANCE OF 583.65 FEET TO A NON-RADIAL LINE; (3) THENCE NORTH 00 DEGREES 45 MINUTES 09 SECONDS WEST, 711.81 FEET TO A NON-TANGENT CURVE; (4) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1,180.12 FEET SUBTENDING A CHORD BEARING NORTH 03 DEGREES 42 MINUTES 04 SECONDS WEST, A CHORD DISTANCE OF 121.42 FEET AND AN ARC DISTANCE OF 121.47 FEET TO A NON-RADIAL LINE; (5) THENCE NORTH 00 DEGREES 49 MINUTES 01 SECONDS WEST, 252.19 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 17 MINUTES 41 SECONDS EAST, TO THE EAST LINE OF HUNTLEY ROAD PER DOCUMENT 2014K047996, A DISTANCE OF 58.84 FEET; THENCE ALONG SAID EAST LINE OF HUNTLEY ROAD, NORTH 00 DEGREES 42 MINUTES 19 SECONDS WEST, 680.06 FEET; THENCE NORTH 44 DEGREES 18 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 49.49 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

III. ELIGIBILITY CONDITIONS

The results summarized in this section are more fully described in a separate report that presents the definition, application and extent of the blighted area factors in the Project Area. The report, prepared by JRG is entitled “**Longmeadow/Randall Tax Increment Financing Eligibility Report,**” (the “**Eligibility Report**”) and is attached as **EXHIBIT I** to this Redevelopment Plan.

A. Summary of Project Area Eligibility

Based upon surveys, inspections and analyses of the Project Area, the Project Area qualifies under the applicable criteria as a vacant blighted area within the requirements of the Act.

Vacant Land Definition

For purposes of this report, JRG has evaluated the eligibility of the Project Area as vacant land under the definition of the Act. JRG finds that specific actions taken by the Village in anticipation of establishing the Longmeadow/Randall Redevelopment Project Area, sufficiently meet the definitions for vacant land as set forth in the Act. Specifically,

- The Project Area has been annexed to the Village of Algonquin; and
- The Project Area, which contains properties that have been used for commercial agricultural purposes within the 5 years prior to designation, has been properly subdivided in accordance with the Plat Act prior to designation of the Longmeadow/Randall Plan and Project.

Blighted Area Eligibility

Section 11-74.4.3 of the Act defines the seven eligibility criteria for blighted areas comprised of vacant land. To support a designation as a blighted area at least one of the seven qualifying criteria must be: (i) present to a meaningful extent and that presence documented so that the City may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the Project Area.

- The Project Area exceeds the minimum size requirement of 1 ½ acres for a redevelopment project area.
- The factor of Chronic Flooding is present in the Vacant Area and has been sufficiently documented in accordance with the TIF Act. The presence of this condition adversely impacts the site and surrounding area.
- The factor of Chronic Flooding is found to be present to a meaningful degree and reasonably distributed within the Vacant Area.
- The Project Area includes only properties that would benefit from inclusion in the redevelopment project area.

B. Surveys and Analyses Conducted

The conditions documented in the Project Area are based upon surveys and analyses conducted by JRG. The surveys and analyses conducted for the Project Area include:

1. Exterior survey of the condition and use of all buildings and sites;
2. Research of tax maps and the history of PIN changes, online and with the assistance of staff at Kane County Supervisor of Assessment's Office and the Dundee Township Assessor's office;
3. Review of subdivision criteria in the Plat Act;
4. Comparison of current land use to current zoning ordinance and the current zoning map;
5. Analysis of original platting and current parcel size and layout;
6. Review of parcel ownership;
7. Review of previously prepared plans, studies and data;
8. Interviews with engineering and ecology professionals with familiarity of the Project Area;
9. Review and analysis of available Federal Emergency Management Agency maps of flood zones;
10. Analysis of Kane County Assessor records for assessed valuations and equalization factors for tax parcels in the Project Area for assessment years 2015 to 2020; and
11. Review of Kane County Treasurer property tax payment records for collection years 2018, 2019 and 2020.

IV. REDEVELOPMENT GOALS AND OBJECTIVES

Comprehensive and coordinated investment in new public and private improvements and facilities is essential for the successful redevelopment and public improvement of the Project Area. Redevelopment of the Project Area will benefit the Village through improvements in public infrastructure, new industrial and commercial development, and an increased tax base.

This section identifies the general goals and objectives adopted by the Village for redevelopment of the Project Area. **Section V** presents more specific objectives for development and design within the Project Area and the redevelopment activities that the Village plans to undertake to achieve the goals and objectives presented in this section.

A. General Goals

Listed below are the general goals adopted by the Village for redevelopment of the Project Area. These goals provide overall focus and direction for this Redevelopment Plan.

1. Promote the stability of industrial activities and related development, enhance and stabilize the value of land, and protect the tax base of the Village.
2. Provide a balance of land uses which are respectful of their natural environment, compatible with surrounding land uses and provide opportunities for employment.
3. Ensure the protection of the natural environment and human health by serving all land uses with adequate stormwater control, sanitary sewer and wastewater treatment facilities

B. Redevelopment Objectives

Listed below are the redevelopment objectives which will guide planning decisions regarding redevelopment within the Project Area.

1. Provide public infrastructure and streets, including the storm water drainage system and a sufficiently sized water supply system.
2. Support redevelopment of the Project Area with industrial development that enhances the Village tax base and provides employment opportunities.
3. Provide off-street parking adequate to serve the needs of the redevelopment projects.

V. REDEVELOPMENT PROJECT

This section presents the Redevelopment Project anticipated to be undertaken by the Village and by other public and private entities on behalf of the Village in furtherance of this Redevelopment Plan. The Redevelopment Project, as outlined in this section conforms to the plans and policies in place within the Project Area including: the Village of Algonquin Zoning Code and the Village of Algonquin Comprehensive Plan (updated most recently in 2008).

The Redevelopment Project described in this Redevelopment Plan and pursuant to the Act includes: a) the land use plan; b) redevelopment goals and objectives; c) a description of redevelopment improvements and activities; d) estimated redevelopment project costs; e) a description of sources of funds to pay estimated redevelopment project costs; f) a description of obligations that may be issued; and g) identification of the most recent EAV of properties in the Project Area and an estimate of future EAV.

A. Land Use Plan

The Land Use Plan is intended to direct Redevelopment Project Costs that support the redevelopment of the Project Area. The Village's Comprehensive Plan and Zoning Ordinance form the primary basis for this land use plan and further define the guidelines for considering future development projects.

The Land Use Plan for the Project Area includes land uses that have been approved by the Algonquin Village Board. The land uses are intended to reflect the long-term objectives of the Redevelopment Plan and support the redevelopment of vacant and underutilized land consistent with the needs of the overall Project Area.

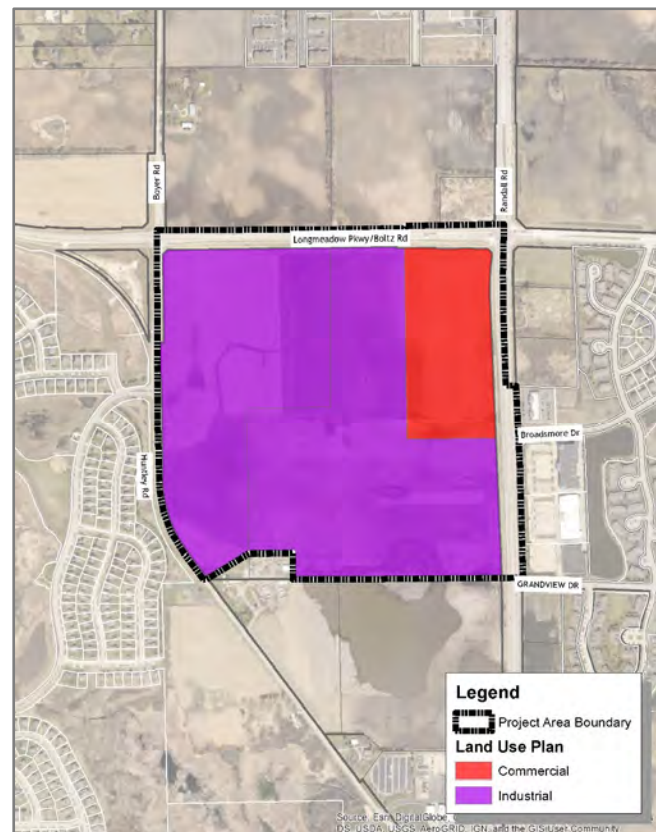
A summary description of the future land uses to be considered within the Project Area are described below and illustrated in **Figure 3. Land Use Plan**.

Industrial and Commercial

The Project Area should be developed under the planned unit development guidelines with a mix of I1 – Limited Industrial and B-2 General Retail Business District uses. The Improvements and redevelopment activity should be designed with good vehicular and accessibility.

All development should comply with the Redevelopment Plan objectives set forth in **Section IV**, the Village of Algonquin Zoning Code and the Village of Algonquin Comprehensive Plan for the Project Area, and all other relevant Village ordinances and development guidelines.

Figure 3. Land Use Plan



B. Redevelopment Goals and Objectives

Listed below are the specific redevelopment goals and objectives which will assist the Village in directing and coordinating public and private improvements and investment within the Project Area in order to achieve the general goals and objectives identified in **Section IV** of this Redevelopment Plan.

The Development and Design Objectives are intended to enhance and attract desirable uses such as new development coordinated with other nearby uses.

a) Land Use, Building and Site Development

- Promote the most desirable use of land in accordance the comprehensive plan for the Village.
- Encourage the development of industrial, office and research parks which provide good environments for new and expanded businesses.
- The promotion, retention and attraction of businesses that provide viable employment opportunities for Algonquin residents, and that strengthen the Village's economic base.
- Development should use conservation design techniques to preserve, restore and enhance the natural environment.

b) Infrastructure and Circulation

- Create naturalized stormwater facilities, such as naturalized detention basins, bioswales and rain gardens, to filter and clean water and promote infiltration.
- Provide compatible and related commercial and industrial uses in appropriate locations based on fundamental linkages in support of those uses (e.g., truck routes, commercial suppliers, adequate infrastructure, regional accessibility).

c) Urban Design, Landscaping, and Open Space

- Ensure that the architectural design of new developments is consistent with architectural standards established by the Village in order to establish an attractive, unified visual image.
- Encourage sustainable, environmentally friendly designs.
- Encourage building design that provides façade articulation and visual interest.
- Ensure that all landscaping and design materials comply with the Village's ordinances and any applicable Planned Development requirements.

C. Redevelopment Improvements and Activities

The Village proposes to achieve its redevelopment goals and objectives for the Project Area through the use of public financing techniques such as tax increment financing to undertake some or all of the activities and improvements authorized under the Act, including the activities and improvements described below. The Village also maintains the flexibility to undertake additional activities and improvements authorized under the Act, if the need for activities or improvements change as redevelopment occurs in the Project Area.

The Village may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, renovate or restore improvements on one or several parcels. Redevelopment agreements may contain terms and provisions that are more specific than the general principles set forth in this Redevelopment Plan.

1. Property Assembly and Site Preparation

The Village may facilitate property assembly in the Project Area, assist in the acquisition of land, provide for site preparation and the clearing and grading of land.

2. Provision of Public Works or Improvements

The Village, or an agent of the Village, may provide public improvements and facilities that are necessary to service the Project Area in accordance with this Redevelopment Plan and the comprehensive plan for development of the Village as a whole. Public improvements and facilities may include, but are not limited to infrastructure that will adequately serve new industrial and commercial developments and improvements to the Project Area's storm drainage system, via land grading, repair or replacement of existing drainage pipes, and creation of stormwater detention ponds.

3. Taxing Districts Capital Costs

The Village may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

4. Interest Subsidies

Funds may be provided to developers for a portion of interest costs incurred by a developer related to the construction, renovation or rehabilitation of a redevelopment project, subject to the limitations outlined in the next section.

5. Analysis, Administration, Studies, Surveys, Legal, etc.

Under contracts that will run for three years or less (excluding contracts for architectural and engineering services which are not subject to such time limits) the Village and/or private developers may undertake or engage professional consultants, engineers, architects, attorneys, etc. to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage this Redevelopment Plan.

D. Redevelopment Project Costs

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Redevelopment Plan (the "**Redevelopment Project Costs**").

In the event the Act is amended after the date of the approval of this Redevelopment Plan by the Village of Algonquin Board of Trustees to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Redevelopment Plan to the extent permitted by the Act. In the event of such amendment(s) to the Act, the Village may add any new eligible redevelopment project costs as a line item in Table 1 or otherwise adjust the line items in Table 1 without amendments to this Redevelopment Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total redevelopment project costs without a further amendment to this Redevelopment Plan.

1. Eligible Redevelopment Project Costs

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) The cost of marketing sites within the Project Area to prospective businesses, developers and investors;
- c) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
- e) Costs of the construction of public works or improvements including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
- f) Costs of job training and retraining projects including the cost of "welfare to work" programs implemented by businesses located within the Project Area;
- g) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;
- h) To the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
- i) An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
- j) Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act (see Section V.C.2 above);

- k) Payment in lieu of taxes, as defined in the Act;
- l) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs: (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Project Area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;
- m) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project, plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the Village pursuant to the Act; and
 5. The cost limits set forth in paragraphs 2 and 4 above shall be modified to permit payment of up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- n) Instead of the eligible costs provided for in (m) 2, 4 and 5 above, the Village may pay up to 50 percent of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act;

- o) The cost of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or a portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, “low-income families” means families whose annual income does not exceed 80 percent of the Village, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development;
- p) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
- q) If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et. seq. then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

2. Estimated Redevelopment Project Costs

A range of redevelopment activities and improvements will be required to implement this Redevelopment Plan. The activities and improvements and their estimated costs are set forth in **Table 1. Estimated Redevelopment Project Costs**. All estimates are based on 2021 dollars. Funds may be moved from one line item to another or to an eligible cost category described in this Redevelopment Plan at the Village’s discretion.

Table 1. Estimated Redevelopment Project Costs

TIF EXPENSE CATEGORY	ESTIMATED COST
Analysis, Administration, Studies, Surveys, Legal, Marketing, etc.	\$500,000
Property Assembly including Acquisition and Site Preparation	\$6,000,000
Public Works and Improvements, including streets, curbs and gutter, lighting and utilities	\$16,500,000
Job Training and Retraining Program Costs	2,000,000
Financing Costs	1,000,000
Taxing Districts Capital Costs ^[1]	3,000,000
Interest Costs	\$1,000,000
TOTAL ESTIMATED COSTS	\$25,000,000 ^[2]

^[1] This category may also include paying for or reimbursing capital costs of taxing districts impacted by the redevelopment of the Project Area. As permitted by the Act, to the extent the Village by written agreement accepts and approves the same, the Village may pay, or reimburse all, or a portion of a taxing district’s capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.

^[2] All costs are in 2021 dollars and may be increased by five percent (5%) after adjusting for inflation reflected in the Consumer Price Index (CPI) for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI CMSA, published by the U.S. Department of Labor.

Redevelopment Project Costs described in this Redevelopment Plan are intended to provide an upper estimate of expenditures that may be incurred over the life of the TIF. Within this upper estimate, adjustments may be made in line items without amending this Redevelopment Plan.

E. Sources of Funds to Pay Redevelopment Project Costs

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the Village may deem appropriate. The Village may incur redevelopment project costs, which are paid for from funds of the Village other than incremental taxes, and the Village may then be reimbursed for such costs from incremental taxes. Also, the Village may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the Village may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

As of the date of this Redevelopment Plan, the Project Area is not contiguous to any other existing TIF districts. The Project Area may, in the future, be contiguous to or separated by only a public right-of-way from other redevelopment project areas created under the Act. The Village may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seq.). If the Village finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the Village may determine that it is in the best interests of the Village and in furtherance of the purposes of the Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas, and vice versa. The Village therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in **Table 1. Estimated Redevelopment Project Costs.**

F. Issuance of Obligations

The Village may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the Village may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the Village may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the Village treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Project Area is adopted (i.e., December 31, 2045, assuming Village Board approval of the Project Area and Redevelopment Plan in 2021). Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

G. Valuation of the Project Area

1. Most Recent EAV of Properties in the Project Area

The purpose of identifying the most recent EAV of the Project Area is to provide an estimate of the initial EAV which the Kane County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Project Area. The 2020 EAV of all taxable parcels in the Project Area is approximately \$79,671. The EAV is subject to verification by the Kane County Clerk. After verification, the final figure shall be certified by the Kane County Clerk and shall become the Certified Initial EAV from which all incremental property taxes in the Project Area will be calculated by Kane County. The Plan has utilized the EAVs for the 2020 tax year. If the 2021 EAV shall become available prior to the date of the adoption of the Plan by the Village Board, the Village may update the Plan by replacing the 2020 EAV with the 2021 EAV.

2. Anticipated Equalized Assessed Valuation

By the tax year 2044 (collection year 2045) and following the substantial completion of the Redevelopment Project, the anticipated EAV of the Project Area is estimated at approximately \$43,760,000. The estimate is based on several assumptions, including: 1) redevelopment of the Project Area will include approximately 1,653,000 square feet of new industrial space; 2) industrial development will be completed and fully assessed by 2027; 3) an estimated annual inflation rate in EAV of 1.5 percent through 2044, realized annually; and 4) an equalization factor of 1.0 is used in all years to calculate estimated EAV.

VI. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

As described in **Section III** of this Redevelopment Plan, the Project Area as a whole is adversely impacted by the meaningful presence and reasonable distribution of one of seven blighted area factors for vacant land throughout the Project Area. The presence of the blighted area factor within the Project Area impairs the value of private investments and threatens the sound growth and tax base of taxing districts. In order to promote a stable economic and physical development of the Project Area it is necessary to remove and eradicate adverse conditions before they lead to decline and deterioration of the area.

The lack of growth and private investment in the Project Area is evidenced by the following:

- The meaningful presence of chronic flooding as certified by a professional civil engineer.
- The presence of surface water that discharges from the Project Area and contributes to flood conditions in properties downstream and creates hazardous conditions on Huntley Road.
- The presence of culverts that are inadequate for current storm events and non-functioning drain tiles.
- The presence of multiple areas exhibiting wetland characteristics including standing water and saturated soil conditions.

The Project Area qualifies under the Act as a blighted area on the basis that:

- 1) The Project Area is categorized as vacant land based on Village actions to i) annex the Project Area to the Village; and ii) properly subdivide the Project Area in accordance with the Plat Act prior to designation of the Longmeadow/Randall Plan and Project;
- 2) The Project Area exhibits the meaningful presence and reasonable distribution of one the seven vacant land criteria listed in the Act for a blighted area.

Therefore, the Project Area qualifies as eligible under the TIF Act as a redevelopment project area, with blighted area conditions that are detrimental to sound growth of the taxing districts.

The Project Area on the whole would not reasonably be anticipated to be redeveloped in a comprehensive manner that is consistent with the goals of the Village without the adoption of this Redevelopment Plan.

VII. FINANCIAL IMPACT

The Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan and the use of TIF. In the absence of Village-sponsored redevelopment initiatives, there is a prospect that blighted area factors will continue to exist and spread, and the Project Area on the whole and adjacent properties will languish or deteriorate, eventually becoming a blighted area. In the absence of Village-sponsored redevelopment initiatives, erosion of the assessed valuation of property in and outside of the Project Area could lead to a reduction of real estate tax revenue to all taxing districts.

Section V of this Redevelopment Plan describes the comprehensive, area-wide Redevelopment Project proposed to be undertaken by the Village to create an environment in which private investment can occur. The Redevelopment Project will be a multi-year endeavor tied to local market conditions and available financial resources required to complete the various redevelopment improvements and activities as well as Redevelopment Projects set forth in this Redevelopment Plan. Successful implementation of this Redevelopment Plan is expected to result in new private investment in privately and publicly-funded new construction of industrial and commercial development consistent with the goals and objectives of the Village's comprehensive plan.

The Redevelopment Project is expected to have significant short- and long-term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short-term, the Village's effective use of TIF, through the encouragement of new development and redevelopment, can be expected to enhance the assessed value of existing properties in and adjacent to the Project Area, thereby enhancing the existing tax base for local taxing agencies. In the long-term, after the completion of all redevelopment improvements and activities, Redevelopment Projects and the payment of all Redevelopment Project Costs and municipal obligations, the taxing districts can be expected to benefit from the enhanced tax base that results from the increase in EAV caused by the Redevelopment Projects.

VIII. FINANCIAL IMPACT ON TAXING DISTRICT SERVICES

The Act requires an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Redevelopment Plan and a description of any program to address such financial impacts or increased demand.

The following major taxing districts presently levy taxes against properties located within the Project Area. Public facilities are illustrated in **Figure 4. Community Facilities Map**.

Village of Algonquin. The Village is responsible for the provision of a range of municipal services, including: police protection; capital improvements and maintenance; sanitation service; building, housing and zoning codes, etc. The redevelopment of underutilized properties with new residential uses may cause a negligible increase in the demand for services and programs provided by the Village. Current service levels are expected to be able to accommodate any increase.

Carpentersville and Countryside Fire Protection District. Primary services provided by the district include fire protection services, emergency rescue and medical services, and hazardous materials response. The district also provides mutual aid to neighboring communities by providing equipment and personnel for large incidents. The addition of approximately 1,653,000 square feet of new industrial space may cause an increase in the demand for services provided by the fire protection district. Current service levels are expected to be able to accommodate any increase.

Dundee School District 300. General responsibilities of the school districts include the provision, maintenance and operation of educational facilities and the provision of educational services for pre-school through twelfth grade. School facilities are outside the Project Area but located within less than two miles of the Project Area.

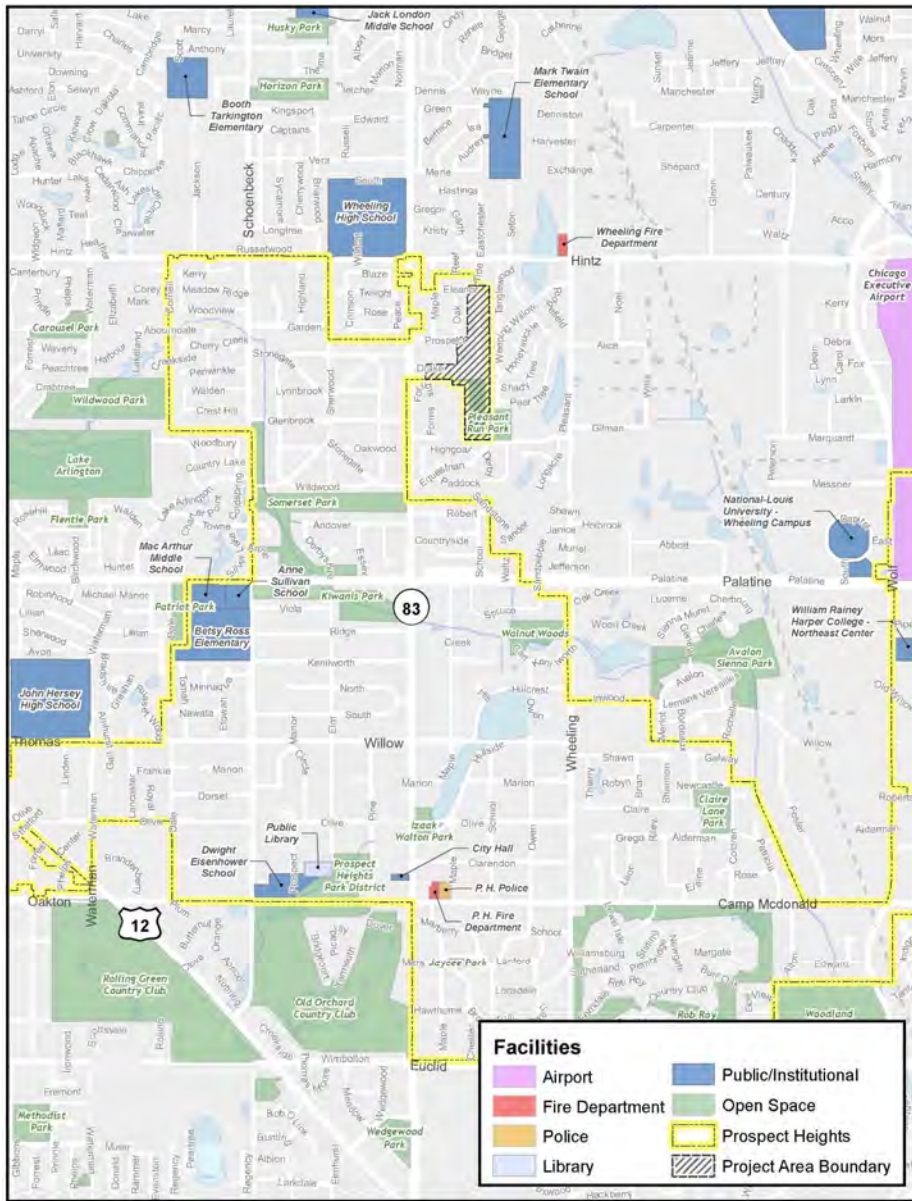
No school age children will be generated by the redevelopment activities anticipated in the Project Area, which will be limited to industrial and commercial uses.

Dundee Township Park District. General responsibilities include the provision, maintenance and operation of park and recreational facilities throughout the Village and for the provision of recreational programs. There are no plans for recreational areas within the Project Area. Redevelopment activities are not expected to increase the demand for services, programs and capital improvements provided by the Dundee Township Park District.

Other Taxing Districts. It is expected that any increase in demand associated with redevelopment in the Project Area for services and programs provided by the Fox River Valley Public Library system, Elgin Community College District 509, Kane County, Kane County Forest Preserve District, Dundee Township and Dundee Township Road District can be adequately served by existing services and programs maintained and operated by these taxing districts. Therefore, at this time, no special programs are proposed for these taxing districts.

The Village intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

Figure 4. Community Facilities



The Village’s program to address increased demand for services or capital improvements provided by some or all of the impacted taxing districts is contingent upon: (i) the Redevelopment Project occurring as anticipated in this Redevelopment Plan, (ii) the Redevelopment Project resulting in demand for services sufficient to warrant the allocation of Redevelopment Project Costs; and (iii) the generation of sufficient Incremental Property Taxes to pay for the Redevelopment Project Costs (identified in **Table 1. Estimated Redevelopment Project Costs**). the Village may revise its program to address increased demand, to the extent permitted by the Act, without amending this Redevelopment Plan.

IX. CONFORMITY OF THE REDEVELOPMENT PLAN FOR THE PROJECT AREA TO LAND USES APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE

This Redevelopment Plan and the Redevelopment Project described herein include land uses that have been adopted by the Algonquin Village Board, as set forth in the Algonquin Comprehensive Plan and the relevant Planned Developments.

X. PHASING AND SCHEDULING

A phased implementation strategy may be utilized to achieve comprehensive and coordinated improvements in the Project Area, as well as to allow time for incremental revenues to accumulate.

It is anticipated that Village expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of Incremental Property Taxes by the Village.

The estimated date for completion of Redevelopment Projects is no later than December 31 of the year in which the payment to the Village treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Project Area is adopted (i.e., December 31, 2045, assuming Village Board approval of the Project Area and Redevelopment Plan in 2021).

XI. PROVISIONS FOR AMENDING THIS REDEVELOPMENT PLAN

This Redevelopment Plan may be amended pursuant to the Act.

XII. COMMITMENT TO FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PLAN

The Village is committed to and will affirmatively implement the following principles with respect to this Redevelopment Plan:

- A) The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Project, including, but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, or housing status.
- B) This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

XIII. HOUSING IMPACT

As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and the Village is unable to certify that such displacement will not result from the Redevelopment Plan, the Village must prepare a housing impact study and incorporate the study in the redevelopment plan and project.

The Project Area does not include any residential units. Therefore, a full housing impact study is not required as part of this Redevelopment Plan.

EXHIBIT I: LONGMEADOW/RANDALL TAX INCREMENT FINANCING ELIGIBILITY REPORT

LONGMEADOW AND RANDALL TAX INCREMENT FINANCING ELIGIBILITY REPORT

Village of Algonquin, Illinois
Debby Sosine, Village President

August 23, 2021

Prepared by:
Johnson Research Group Inc.
332 South Michigan Avenue, 9th Floor
Chicago, Illinois 60604

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INTRODUCTION

As part of a strategy to foster growth and economic development, the Village of Algonquin (the “Village”) has pursued the designation of the Longmeadow/Randall Project Area and taken the necessary or incidental actions to implement this redevelopment plan and project in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq., as amended (the “Act”). Johnson Research Group, Inc. (“JRG” or the “Consultant”) has been retained by the Village to conduct an analysis of the potential qualification and designation of an area as a “redevelopment project area” pursuant to the Act. The purpose of this report, entitled the *Longmeadow/Randall Tax Increment Financing Eligibility Report*, (the “Eligibility Report”) is to determine whether approximately 147 acres of land located at the southwest corner of Randall Road and Longmeadow Parkway qualifies for designation as redevelopment project area based on findings for a “conservation area,” and/or a “blighted area” within the requirements set forth in the Act.

The area examined in this Eligibility Report is generally bounded by Huntley Road on the west, Longmeadow Parkway on the north; Randall Road on the east; and on the south by the westerly extension of Grandview Drive. This area is referred to in this document as the Longmeadow/Randall Tax Increment Financing Redevelopment Project Area (the “Project Area”). The boundaries of the Project Area are shown on a map entitled *Figure 1, Project Area Boundary*.

Figure 1. Study Area Boundary

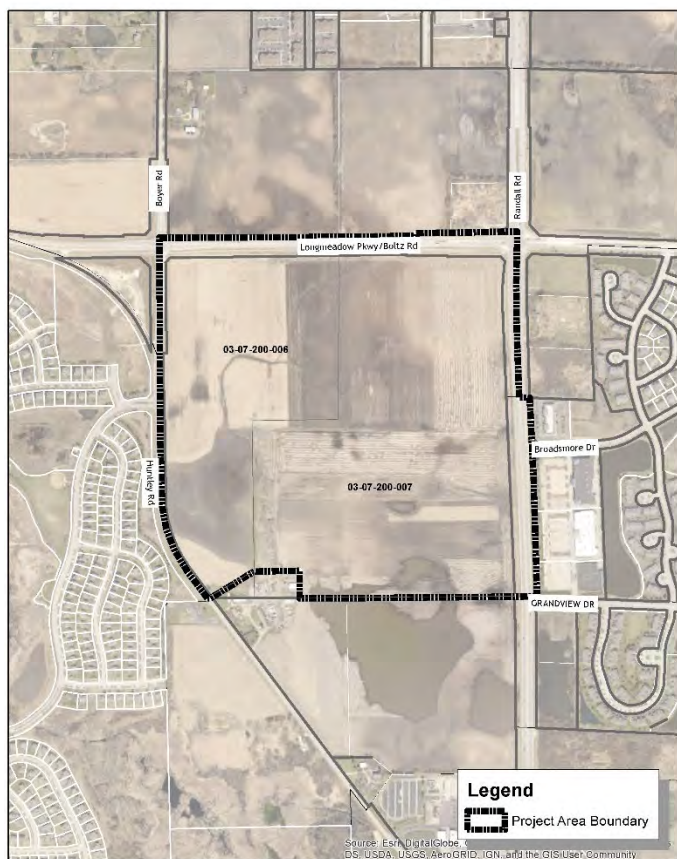


Figure 1: Project Area Boundary
Randall Road/Longmeadow Parkway TIF
Johnson Research Group

For purposes of this Eligibility Report, all necessary or incidental actions are presumed to be in place before the adoption of the Longmeadow/Randall TIF Plan and Project (the “Plan”). With this understanding, JRG has evaluated the Project Area as vacant land under the definition of the Act which requires that all parcels previously used for commercial agricultural purposes have been subdivided and properly certified, acknowledged, approved, and recorded or filed in accordance with the Plat Act and a preliminary plat, if any, for any subsequent phases of the proposed Redevelopment Project Area or relevant portion thereof has been properly approved and filed in accordance with the applicable ordinance of the municipality.

The findings and conclusions presented in this report, unless otherwise noted, are based on surveys, documentation, and analyses conducted by JRG. The Village is entitled to rely on the findings and conclusions of this Eligibility Report in designating the Project Area as a redevelopment project area under the Act.

JRG has prepared this Eligibility Report and the related redevelopment plan and project with the understanding that the Village would rely on (i) the findings and conclusions of this Eligibility Report and the related redevelopment plan, and (ii) the fact that JRG has obtained the necessary information so that the Eligibility Report and related redevelopment plan will comply with the Act. The determination of whether the Project Area qualifies for designation as redevelopment project area based on findings of the area as a vacant blighted area, pursuant to the Act is made by the Village of Algonquin after careful review and consideration of the conclusions contained in this Eligibility Report.

The Project Area

The Project Area is located in the southwest corner of the Village, approximately 1.5 miles north of Interstate-90. The Project Area includes unimproved land that has been used historically for commercial agricultural purposes known as Gaitsch Farms. As a precursor action to TIF adoption of the Longmeadow/Randall TIF designation, the Village has annexed the Project Area, authorized a Plat of Subdivision, and enacted a zoning change to I-1, Limited Industrial and B-2, General Retail Business District within the Planned Unit Development guidelines. The area is not currently improved with buildings and having been subdivided in accordance with the Plat Act, has been categorized as Vacant Land for purposes of this study. The Existing land uses in the Project Area are illustrated in *Figure 2, Existing Land Use*.

The Project Area is adversely impacted by chronic flooding conditions. A wetland study conducted by the environmental consulting firm of Encap, Inc., identified several indicators of chronic flooding conditions that would have adverse impacts on development:

- Multiple areas exhibiting wetland characteristics including standing water and saturated soil conditions.
- One of the wetland areas appears to be last successfully farmed in 2016, possibly due to very wet conditions.
- Some areas are flooded only briefly after periods of heavy rainfall or snowmelt, whereas others remain inundated continuously, depending largely upon the rates of evaporation and seepage into the ground.

Additional research provided by civil engineers at Manhard Consulting confirmed the presence of chronic flooding and identified substantial measures to mitigate flooding conditions for the benefit of the Project Area and off-site locations. Chronic flooding characteristics identified by Manhard engineers include:

Figure 2. Existing Land Use

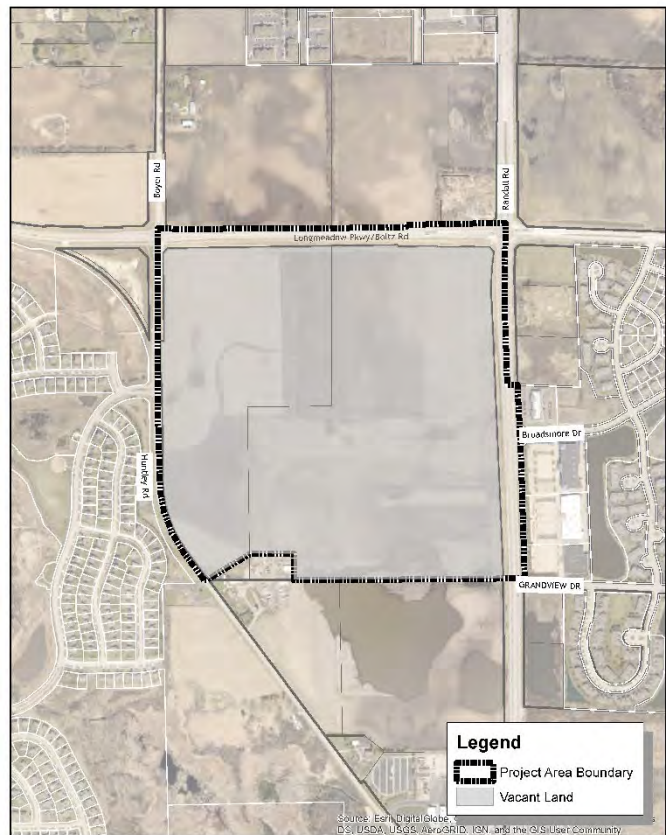


Figure 2: Existing Land Use
Randall Road/Longmeadow Parkway TIF
Johnson Research Group

- Increased stormwater runoff volumes resulting from upstream developments and perimeter roadway improvements;
- Culverts inadequate for current storm events;
- Overflow drainage onto Huntley Road northbound lane; and
- Hydrologic modeling indicating over 7 feet of flooding.

As a result, the Project Area overall suffers from chronic flooding that has both on-site and off-site impacts. Inadequate stormwater infrastructure prevent rain water from properly draining. The system is insufficient for modest or larger storm events, and every year there are numerous periods when the water can't drain properly and standing water is consistently present.

Eligibility of the Project Area

For TIF designation, a redevelopment project area must qualify for classification as a conservation area, a blighted area, or a combination of both blighted and conservation areas as set forth in the Act. Surveys and analyses documented in this report indicate that the Project Area is eligible as a vacant blighted area within the requirements of the Act.

Size Qualifications – The Project Area meets the minimum size threshold for redevelopment project areas of 1 ½ acres. The Project Area is approximately 147 acres in size.

Vacant Land Qualification – For any parcels that have been used for commercial agricultural purposes within 5 years of designation, the land must have been subdivided, as properly certified, acknowledged, approved, and recorded or filed in accordance with the Plat Act.

Vacant Area Criterion Impairs Sound Growth – The Vacant Area qualifies as a blighted area under one of seven criteria set forth in the Act for vacant areas (one is required).

Specifically, Chronic Flooding is present in the Vacant Area and adversely impacts the area. In addition to documented evidence of flooding within the Project Area, the flooding conditions create hazardous conditions on Huntley Road and adversely impact downstream areas.

Finally, the Project Area includes only real property and improvements that would be substantially benefited by the proposed redevelopment project improvements.

I. BASIS FOR REDEVELOPMENT

The Illinois General Assembly made these key findings in adopting the Act:

1. That there exists in many municipalities within the state blighted and conservation areas;
2. That as a result of the existence of blighted areas and areas requiring conservation, there is an excessive and disproportionate expenditure of public funds, inadequate public and private investment, unmarketability of property, growth in delinquencies and crime, and housing and zoning law violations in such areas together with an abnormal exodus of families and businesses so that the decline of these areas impairs the value of private investments and threatens the sound growth and the tax base of taxing districts in such areas, and threatens the health, safety, morals, and welfare of the public; and
3. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these requirements is that the municipality must demonstrate that a prospective redevelopment project qualifies either as a blighted area or as a conservation area within the definitions for each set forth in the Act (Section 11-74.4-3).

Blighted areas are defined as: 1) any improved area in which buildings or improvements are detrimental to the public safety, health or welfare because of a combination of 5 or more of the thirteen (13) improved area eligibility factors set forth in the Act; or 2) any vacant area in which its sound growth is impaired by the presence of one or more of seven criteria set forth in the Act.

The Project Area has been evaluated on the basis of a Vacant Area under the Blighted Area criteria.

Vacant Area Eligibility Criteria

Section 11-74.4.3 of the Act defines the seven eligibility criteria for vacant areas. To support a designation as a blighted area at least one of the seven qualifying criteria must be: (i) present to a meaningful extent and that presence documented so that the City may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the Project Area.

1. The vacant part of the Project Area exhibits a combination of 2 or more of the following 6 factors:
 - (a) Obsolete platting of the vacant land
 - (b) Diversity of ownership
 - (c) Tax and special assessment delinquencies or the subject of tax sales
 - (d) Deterioration of structures or site improvements in adjacent areas
 - (e) Environmental remediation costs have been incurred or are required
 - (f) Declining or lagging rate of growth of total equalized assessed valuation
2. The area consists of one or more unused quarries, mines or strip mine ponds.
3. The area consists of unused railyards, rail tracks or railroad rights-of-way.
4. The area is subject to chronic flooding.
5. The area consists of an unused or illegal disposal site.
6. The area had been designated as a town or village center and not developed as such.
7. The area qualified as a blighted improved area immediately prior to becoming vacant.

II. ELIGIBILITY SURVEY AND ANALYSIS

An analysis was made of each of the factors listed in the Act for vacant areas to determine whether each or any factors are present in the Project Area, and if so, to what extent and in what locations. Surveys and analyses conducted by JRG included:

1. Exterior survey of the condition and use of all buildings and sites;
2. Research of tax maps and the history of PIN changes, online and with the assistance of staff at Kane County Supervisor of Assessment's Office and the Dundee Township Assessor's office;
3. Review of subdivision criteria in the Plat Act;
4. Comparison of current land use to current zoning ordinance and the current zoning map;
5. Analysis of original platting and current parcel size and layout;
6. Review of parcel ownership;
7. Review of previously prepared plans, studies and data;
8. Interviews with engineering and ecology professionals with familiarity of the Project Area;
9. Review and analysis of available Federal Emergency Management Agency maps of flood zones;
10. Analysis of Kane County Assessor records for assessed valuations and equalization factors for tax parcels in the Project Area for assessment years 2015 to 2020; and
11. Review of Kane County Treasurer property tax payment records for collection years 2018, 2019 and 2020.

A statement of findings is presented for each factor listed in the Act. The conditions that exist and the relative extent to which each factor is present are described below.

A factor noted as "**not present**" indicates either that no information was available or that no evidence could be documented as part of the various surveys and analyses. A factor noted as present to a limited extent indicates that conditions exist that document that the factor is present, but that the distribution or impact of the condition is limited. Finally, a factor noted as present to a meaningful extent indicates that conditions exist which document that the factor is present throughout major portions of the block and that the presence of such conditions have a major adverse impact or influence on adjacent and nearby development.

The following is the summary evaluation of the eligibility factors for the Project Area, presented in the order in which they appear in the Act.

III. VACANT AREA ELIGIBILITY ANALYSIS

For purposes of this report, JRG has evaluated the eligibility of the Project Area as vacant land under the definition of the Act:

“Vacant land” means as any parcel or combination of parcels of real property without industrial, commercial, and residential buildings which has not been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, unless the parcel is included in an industrial park conservation area or the parcel has been subdivided; provided that if the parcel was part of a larger tract that has been divided into 3 or more smaller tracts that were accepted for recording during the period from 1950 to 1990, then the parcel shall be deemed to have been subdivided, and all proceedings and actions of the municipality taken in that connection with respect to any previously approved or designated redevelopment project area or amended redevelopment project area are hereby validated and hereby declared to be legally sufficient for all purposes of this Act. For purposes of this Section and only for land subject to the subdivision requirements of the Plat Act, land is subdivided when the original plat of the proposed Redevelopment Project Area or relevant portion thereof has been properly certified, acknowledged, approved, and recorded or filed in accordance with the Plat Act and a preliminary plat, if any, for any subsequent phases of the proposed Redevelopment Project Area or relevant portion thereof has been properly approved and filed in accordance with the applicable ordinance of the municipality.

Section 11-74.4.3 (a) of the Act defines the eligibility criteria for vacant areas. To support a designation as a redevelopment project area, the Vacant Area must qualify under one of the two sets of vacant area eligibility criteria:

1. Multiple-Factor Vacant Area Criteria

The sound growth of the Vacant Area is impaired by the presence of 2 or more of the 6 factors listed below for qualification as a blighted area under the first criteria set forth in the Act. The factors must be present to a meaningful extent and reasonably distributed throughout the Vacant Area.

(a) Obsolete Platting of The Vacant Land

Pursuant to the Act, obsolete platting of the vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights of way or that omitted easements for public utilities.

Prior to the 2021 subdivision of the Project Area, the area was used for commercial agricultural purposes and operated within the original platting.

Obsolete Platting is not present in the Vacant Area.

(b) Diversity Of Ownership

Pursuant to the Act, diversity of ownership of parcels of vacant land sufficient in number retard or impede the ability to assemble the land for development.

All properties within the Project Area are under single ownership.

Diversity of Ownership is not present in the Vacant Area.

(c) Tax and Special Assessment Delinquencies or The Subject Of Tax Sales

Pursuant to the Act, this factor applies if tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.

One of the four parcels that comprise the Project Area was delinquent in payment of property taxes in 2020. None of the property within the Project Area has been the subject of tax sales in the last five years.

The factor of Tax and Special Assessment Delinquencies is present to a limited degree and therefore is not a supporting factor for Vacant Area eligibility.

(d) Environmental Remediation Costs Have Been Incurred or Are Required

Pursuant to the Act, this factor applies if the area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Environmental Remediation is not present in the Vacant Area.

(e) Deterioration of Adjacent Improvements

Pursuant to the Act, this factor applies if there is evidence of deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

The Project Area is surrounded largely by unimproved areas including underutilized and farmed lots, several of which are advertised for sale. Newer commercial buildings located along Randall Road are in sound condition. Two residential buildings are located in neighboring areas Area including the well-maintained farmhouse immediately adjacent to the Project Area and a single-family residential property that is severely deteriorated and advertised for sale.

Deterioration of Adjacent Improvements is not present to a meaningful degree nor reasonably distributed throughout the Vacant Area. Therefore, this factor is not a supporting factor for Vacant Area eligibility.

(f) Declining Or Lagging Rate of Growth of Total Equalized Assessed Valuation

Pursuant to the Act, this factor applies if the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

JRG reviewed historical EAV data for parcels 03-07-200-006 and 03-07-200-007 and compared the rate of growth in EAV with the remainder of the Village of Algonquin for the period from 2015 to 2020. As indicated in Table 1, the rate of growth of the EAV for the Project Area increased at a rate that is less than the balance of the Village of Algonquin in two of the five years for which information is available. A minimum of three out of five years is required for qualification. Therefore, Declining or Lagging Equalized Assessed Valuation as a factor is not a supporting factor for Vacant Area eligibility.

Table 1. Growth Rate of Project Area vs. Village of Algonquin

Tax Year	Village of Algonquin (minus Project Area)		Project Area		Growth rate compared to Village
	Total EAV	% change	Total EAV	% change	
2020	285,206,675	5.6%	79,671	5.9%	NO
2019	269,954,922	4.7%	75,228	5.7%	NO
2018	257,821,081	5.6%	71,190	5.4%	Lagging
2017	244,252,575	4.5%	67,520	5.2%	NO
2016	233,680,127	7.6%	64,180	5.0%	Lagging
2015	217,231,759		61,147		

Percent Change reflects the annual growth in EAV from the prior year (e.g. 5.7% change in Total EAV of Village of Algonquin for Tax Year 2020 represents the growth in EAV from 2019 to 2020).

Conclusion: Due to insufficient presence of multiple-factor criteria, the Vacant Area does not qualify under this criterion.

2. Unused Quarries, Mines or Strip Mine Ponds

Pursuant to the Act, this factor applies if the area consists of one or more unused quarries, mines or strip mine ponds.

Conclusion: The presence of unused quarries, mines or strip ponds does not apply to the Vacant Area.

3. Unused Railyards, Rail Tracks or Railroad Rights-Of-Way

Pursuant to the Act, this factor applies if the area consists of unused railyards, rail tracks or railroad rights-of-way.

Conclusion: The factor of Unused Railyards, Rail Tracks does not apply to the Vacant Area.

4. Chronic Flooding

Pursuant to the Act, this factor applies if the area is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvement to contribute to the alleviation of all or part of the flooding.

JRG conducted field surveys of the site conditions on June 1, 2021, noting areas farmed and fallow as well as wet and dry soils, depressions and slopes. JRG reviewed materials prepared by Encap, Incorporated, ecology professionals. Documents include *Conservation Design Analysis for NorthPoint Algonquin Site* dated January 28, 2021 and *Wetland Determination Letter* dated January 21, 2021. The Encap Incorporated wetland determination study dated January 21, 2021 along with its conservation design analysis dated January 28, 2001, and the report of soils exploration dated January 4, 2021 prepared by Geotechnical Group are incorporated into this report by this reference. Findings from the Encap materials include:

- Seven potential farmed wetlands, seven additional areas of interest and two drainageways of interest were identified during field investigation. A map of the wetland determination field work is included as Appendix A.
- Observable characteristics among the seven potential farmed wetlands include standing water, saturated soils and non-functioning drainageways.
- Documented evidence of previously installed drain tiles, some of which appear to be no longer functioning.

For further evaluation of chronic flooding conditions, JRG interviewed Hubert J. Loftus, Jr., a licensed civil engineer with Manhard Consulting. Manhard Consulting has been engaged by NorthPoint Developers to evaluate the drainage conditions of the existing site and prepare a mitigation plan sufficient to accommodate new development. Mr. Loftus confirmed that the Project Area is subject to chronic flooding that requires substantial mitigation efforts to enable new development and provide regional relief to downstream areas. A summary of conditions and proposed mitigation measures is outlined in Attachment B. *Manhard Letter re: Chronic Flooding 2021 08 10 and Existing Flood Conditions Map*.

Highlights from interviews and follow up letter include:

- Drainage flows from upstream offsite areas have increased over the years from perimeter roadway improvements and upstream building development;
- The 12-inch culvert under Huntley Road is inadequate for current storm events causing water to back up onto the site and spill over into Huntley Road northbound lane.
- To reduce flooding on-site and mitigate off-site flooding impacts downstream, the proposed system requires 4.3 million cubic feet of stormwater storage via naturalized detention basis throughout the development.
- Stormwater management facilities will reduce chronic flooding and outlet flows by 20 percent, providing both on-site and surrounding benefits including to Huntley Road and downstream areas.

Conclusion: The condition of chronic flooding is present to a meaningful degree and reasonably distributed throughout the Vacant Area. Therefore, this factor serves as a qualifying factor for Vacant Area eligibility.

5. Unused or Illegal Disposal Site

Pursuant to the Act, this factor applies if the area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation or dredge sites.

Conclusion: The condition of an Unused or Illegal Disposal Site does not apply to the Vacant Area.

6. Undeveloped Town or Village Center

Pursuant to the Act, this factor applies if, prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

Conclusion: The factor of an Undeveloped Town or Village Center does not apply to the Vacant Area.

7. Blighted Improved Area Immediately Prior to Becoming Vacant

Pursuant to the Act, this factor applies if the area qualified as a blighted improved area immediately prior to becoming vacant unless there has been substantial private investment in the immediately surrounding area.

Conclusion: The factor of Blighted Prior to Becoming Vacant does not apply to the Vacant Area.

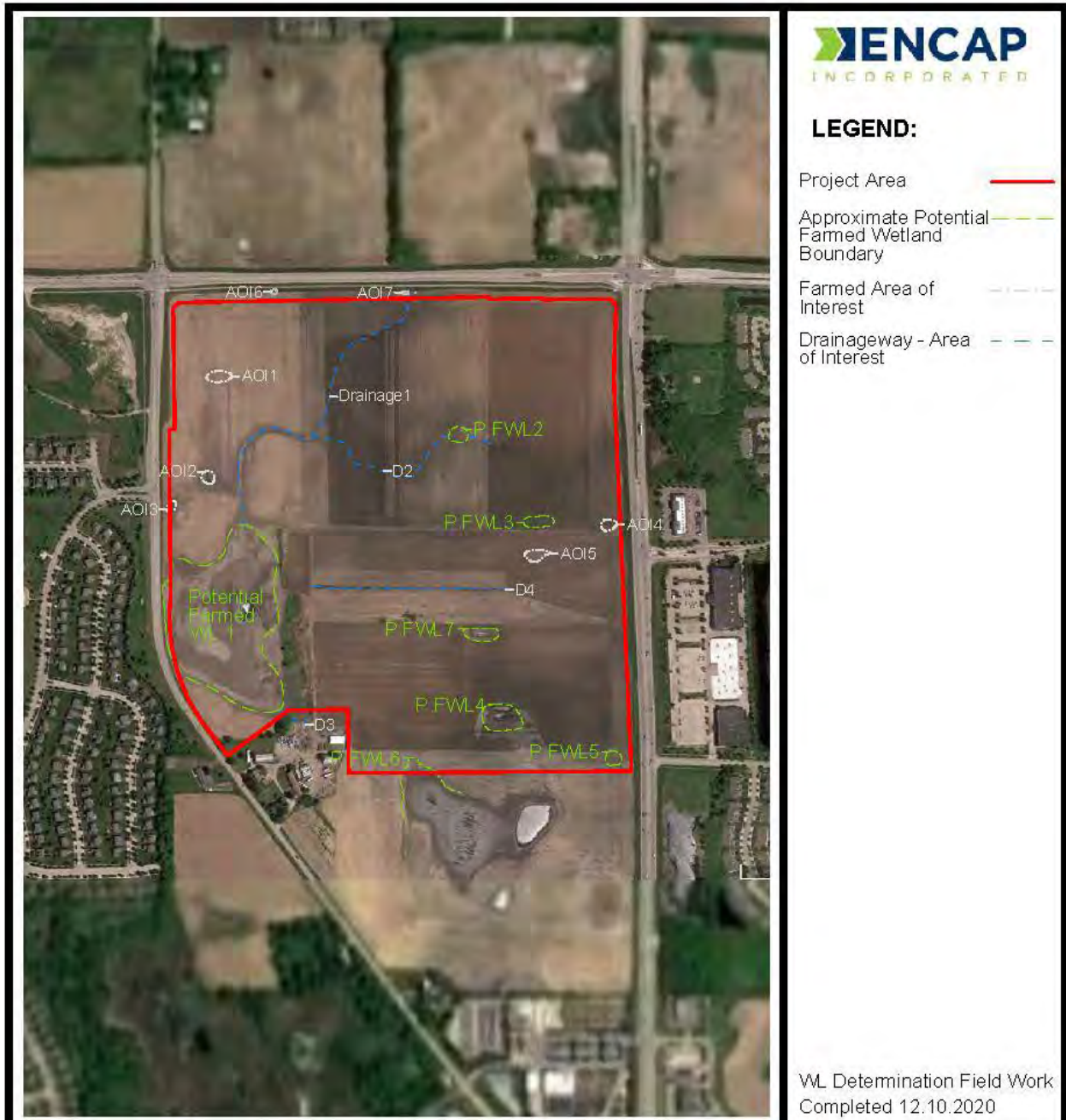
IV. DETERMINATION OF PROJECT AREA ELIGIBILITY

The Project Area meets the requirements of the Act for designation as a vacant blighted area.

- The Project Area exceeds the minimum size requirement of 1 ½ acres for a redevelopment project area.
- The Project Area, which contains properties that have been used for commercial agricultural purposes within the 5 years prior to designation, has been properly subdivided in accordance with the Plat Act prior to designation of the Longmeadow/Randall Plan and Project.
- The factor of Chronic Flooding is present in the Vacant Area and has been sufficiently documented in accordance with the TIF Act. The presence of this condition adversely impacts the site and surrounding area.
- The factor of Chronic Flooding is found to be present to a meaningful degree and reasonably distributed within the Vacant Area.
- The Project Area includes only properties that would benefit from inclusion in the redevelopment project area.

The eligibility findings presented in this report indicate that Project Area meets the criteria for qualification as a redevelopment project area under the Act. The Project Area contains properties that are negatively impacted by the presence of the vacant area blight factor described above. The meaningful presence and distribution of this factor throughout the Project Area indicate that the Project Area as a whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without public action.

APPENDIX A



LEGEND:

- Project Area —
- Approximate Potential Farmed Wetland Boundary - - -
- Farmed Area of Interest - - -
- Drainageway - Area of Interest - - -

WL Determination Field Work Completed 12.10.2020

Aerial Photograph
 Map data: ©2020 Google
 Image Date: 2018

NP - Algonquin
 Project Number: 20-1203A
NorthPoint Development, LLC

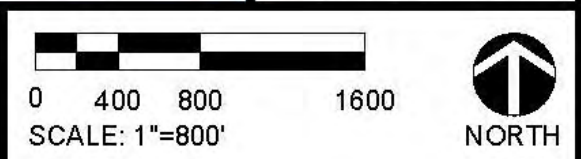


Exhibit I

APPENDIX B



Civil Engineering
Surveying
Water Resources Management
Construction Management
Landscape Architecture
Land Planning

August 10, 2021

Ann T. Moroney, AICP - President
Johnson Research Group
332 South Michigan, 9th Floor
Chicago, Illinois 60604

**RE: ALGONQUIN CORPORATE CAMPUS
EXISTING & PROPOSED DRAINAGE CONDITIONS**

Dear Ms. Moroney:

As requested, the following is a summary of the existing drainage conditions of the proposed Northpoint Corporate Campus and surrounding areas and the mitigation measures proposed to alleviate the existing chronic flooding conditions:

Existing Drainage Conditions

The project site receives drainage flows from Longmeadow Parkway and Randall Road along its north and east perimeter. In addition to the roadway flows, Longmeadow Parkway and Randall Road convey flows from upstream offsite areas. The project site has historically been agricultural land and has traditionally drained via overland flow and field tile in a westerly direction to an existing 12-inch culvert under Huntley Road. The 12-inch culvert is not adequately sized to convey significant storm events and as a result, water can back up onto the site. A portion of the site also drains south to an existing depression with limited downstream flow capacity before discharging to the south.

Over the years, perimeter roadway improvements and upstream development have increased stormwater runoff volumes to the existing site and surrounding area and downstream development has further restricted the drainage outlet capacity. The increased runoff and inadequate downstream drainage capacity have increased flooding conditions on the site and the surrounding areas, including the property to the south and the Huntley Road corridor. As a result, the site and surrounding areas experience chronic flooding.

The Base Flood is the industry standard to quantify flood conditions and to determine flood mitigation requirements. The Base Flood is defined as the flood having a one percent (1%) probability of being equaled or exceeded in a given year. In order to quantify the level of flooding, a hydrologic model was developed to determine the existing Base Flood conditions for the site. The results of the hydrologic model indicate over 7 feet of flooding occurring on site with water levels reaching a Base Flood Elevation of 909.4, encroaching into the Huntley Road northbound lane (see attached Existing Flood Conditions Map).

Manhard Consulting • 700 Springer Drive, Lombard, Illinois 60148 • 630.691.8500 • manhard.com
COLORADO | ILLINOIS | NEVADA | TEXAS | WISCONSIN

APPENDIX B

Proposed Conditions & Mitigation Measures

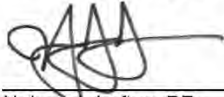
To alleviate the chronic flooding conditions and provide a regional stormwater benefit to the area, a stormwater management system will be provided in conjunction with the Northpoint Corporate Campus. In order to reduce flooding while not negatively impacting the limited downstream outlet conditions, the proposed system will be required to provide over 4.3 million cubic feet (99.6 acre-feet) of stormwater storage in a series of naturalized detention basins throughout the development. Based on the hydrologic modeling prepared for the post project conditions, the proposed stormwater management facilities will reduce existing Base Flood Elevation by over 2.5 feet and eliminate the current flooding condition at Huntley Road. In addition to the reduction in flooding, outlet flows from the site will be reduced by approximately 20 percent, thereby providing a relief to the limited downstream stormwater system.

In conclusion, the site and surrounding areas, including Huntley Road experience chronic flooding based on the industry standard Base Flood definition. The flooding is caused by runoff from upstream roadways and development and a limited downstream outlet capacity. This flooding will be alleviated in the post development condition by the proposed project stormwater management facilities.

Should you have any questions or require additional information, you can contact me at hloftus@manhard.com or call at 630-925-1125.

Sincerely,

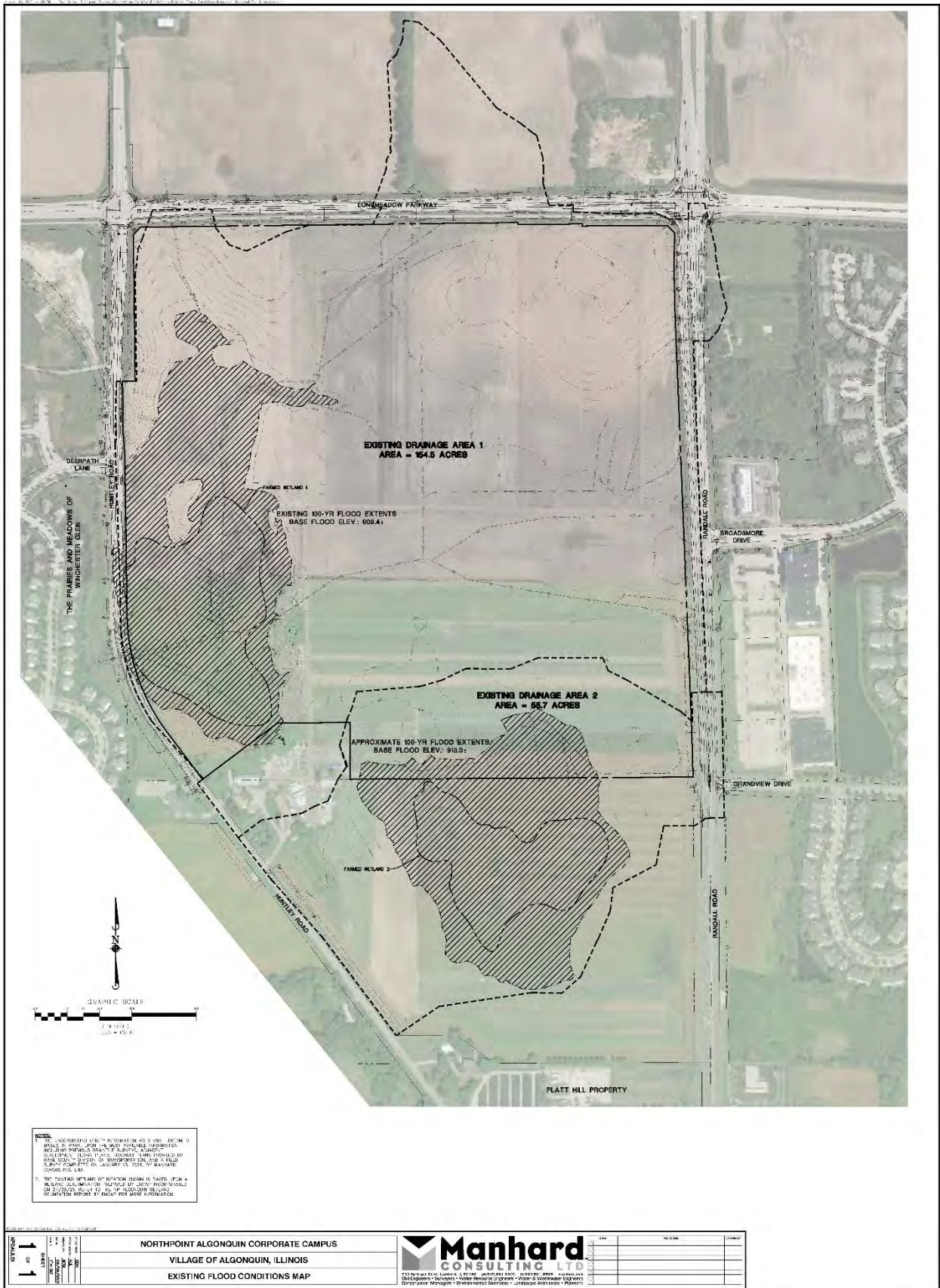
MANHARD CONSULTING, LTD.



Hubert J. Loftus, PE
Senior Project Manager

Xc

APPENDIX B





VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

Date: September 9, 2021

To: Committee of the Whole

From: Jason Shallcross, AICP, Community Development Director
Mike Darrow, Community Development

Re: River Ridge Estates Concept Discussion

Representatives from AK Group, LLC will be presenting a concept for River Ridge Estates. This development has been presented to the Village under previous projects including “Riverwoods on the Fox” in 2008 and River Ridge Estates in 2013. Below is an overview of those concepts as well as a preview of the plan which will be discussed with the Committee of the Whole on September 14, 2021.

Riverwoods on the Fox Concept (2008) - This project was denied by the Village in 2008 due to a variety of concerns and issues including small lot sizes, variations from the subdivision ordinance, and an overall lack of public utilities.

River Ridge of the Fox Concept (2013) - Based upon the denial of the 2008 plan, AK Group, LLC, purchased additional adjacent land which made it more efficient to run water and sanitary service to the development so that all lots could be serviced by the Village rather than by private well and septic. The overall lot sizes were increased to comply with the Comprehensive Plan. Additionally, the overall street layout was improved to lessen the impact of the overall hillside. The Village approved an ordinance granting zoning upon annexation and rezoning the property to R-1 PUD as well as preliminary PUD. AK Group, LLC determined that, while this PUD was approved, the market wouldn’t support the high-end single-family concept.

River Ridge Estates Concept (2021) - AK Group, LLC will be presenting an updated concept that includes the following:

- Updated, contemporary housing design that includes a mix of glass, stone, brick and light.
- Updated tree preservation plan.
- Updated street plan that meets the maximum grade required under Village ordinance.
- Updated utility, water and sewer extensions

- Updated home siting on each lot to preserve mature trees and minimize tree removal

As part of this concept AK Group, LLC is proposing an amendment to the existing PUD to allow for the following under the R-1 PUD zoning.

- 46 single family home sites – *up from 26 proposed single-family sites proposed in 2013*
 - 25 of the single-family sites will have river views and a dock
- 36 townhome sites (duplex and 4-unit buildings)
 - *The townhome and 4-unit buildings are updated concepts from 2013*
- Overall PUD site is 26 acres
- Park and common space are included in the development
- Density is 3.15 units/acre with an allowable 4 units/acre under the R-1 PUD zoning.

When considering this concept, staff recommend review of the following:

Tree Preservation Plan - Due to the large amount of woodland as well as previous concerns raised in the 2008 and 2013 concepts, we would recommend that a comprehensive tree preservation plan be developed.

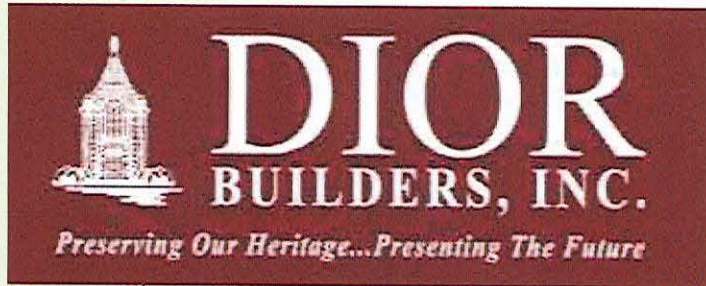
Housing Styles - As a condition of approval, color renderings as well as minimum standards for brick, stone, glass and unique architectural styles will be needed.

Homeowner's Association (HOA) Responsibilities - Due to the mix of housing as well as the proposed boat docks, the developer will need to provide an overview of responsibilities and short and long-term maintenance of these areas. These HOA documents would be required to be reviewed and approved by staff prior to issuing certificates of occupancy.

Connectivity - The developer will need to highlight the overall trail, street, and utility connectivity as part of this concept and how it will fit within the context of the Village's long-term plan.

River Ridge Estates

River Road, Algonquin, Illinois



*Owner & Developer
AK Group, LLC*



River Ridge Estates

River Road, Algonquin, Illinois



a unique "Urban Aspen" architectural style community comprised of 46 single family homes and 36 townhomes on an alluring bluff overlooking the Fox River...

Proposed Amended Planned Unit Development

- 46 Single Family Home Sites
- 25 of the Single Family Sites with River Frontage & Dock
- 36 Town Homes Sites – Duplex & 4 Unit Buildings
- Overall Planned Unit Development (PUD) Site = 26 Acres
- Common & Open Space provided within Development
- Density is 3.15 units/acre with an allowable = 4 units/acre



DIOR
BUILDERS, INC.

Preserving Our Heritage...Presenting The Future



River Ridge Estates



River Road, Algonquin, Illinois

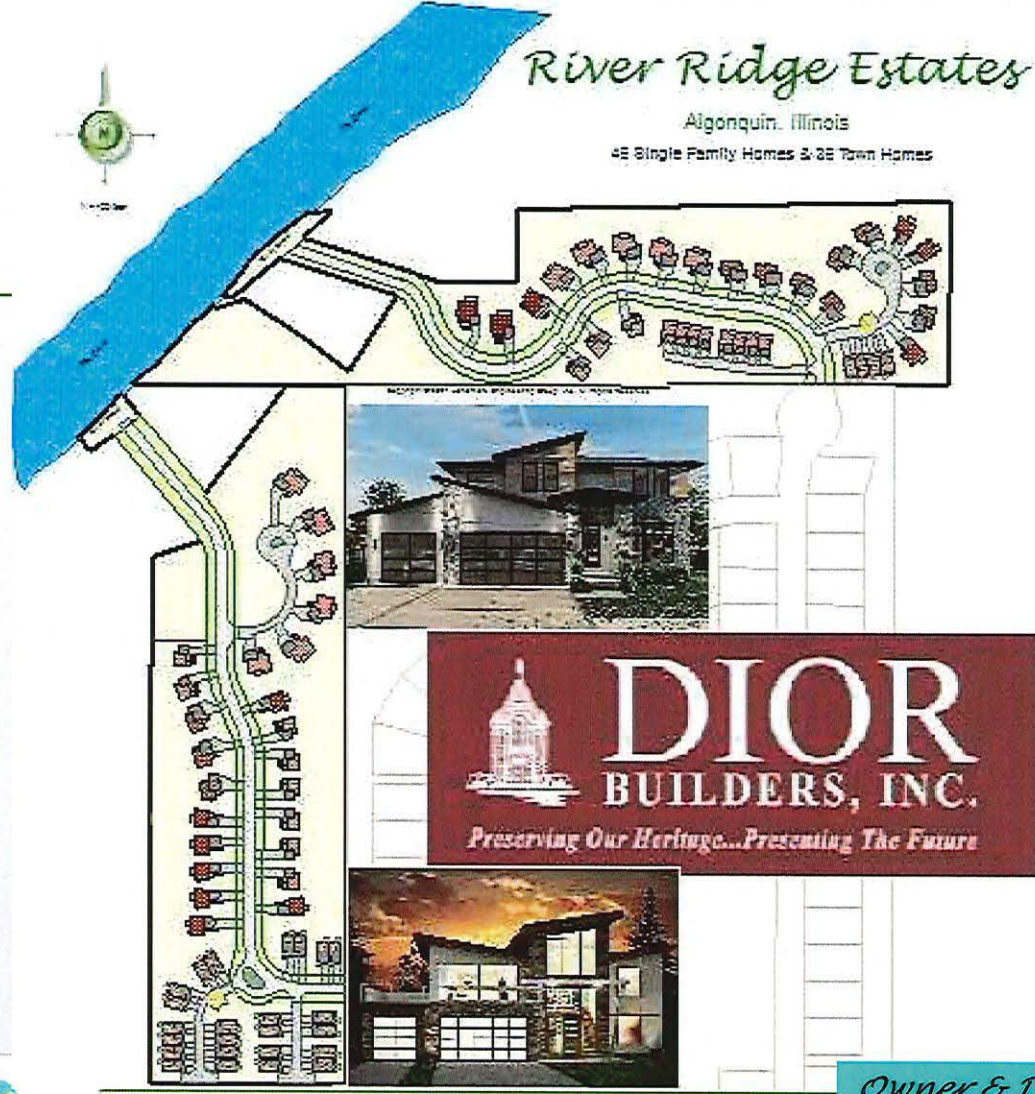
Project Benefits for Village & Residents

- Proposed Development provides Housing Types, Sizes & Styles to meet Current Market Demands
- Each Phase has Connectivity to adjoining Parcels
- As previously planned Tree Preservation is of the utmost importance and will be instituted throughout the site development and public improvement process
- Architectural Review Committee will be formed in accordance with the Restrictive Covenants to insure the proposed Home Styles and Compatibility are maintained throughout the development build out
- Plan includes maintaining the Cul-de-sac in Phase 1 as previously approved
- Proposed roadways are remaining as previously approved and meet the Village Standards
- Off-site Utility Extension remain as previously approved including public water extended through Kennedy property with connection on Highland Avenue
- Water main extension includes connectivity on North River Road will enable the Village to extend and to service residents and not require looping across the Fox River.
- Sanitary sewer service to each home will be as previously planned and approved with low pressure sanitary sewer line and E-One ejector pumps
- Home siting on each lot will be performed to preserve mature trees and minimize tree removal



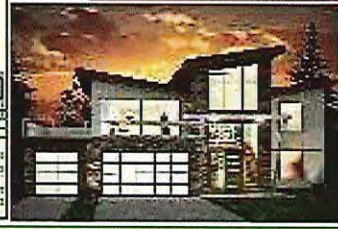
River Ridge Estates

Proposed Amended Planned Unit Development



River Ridge Estates

Algonquin, Illinois
48 Single Family Homes & 28 Town Homes



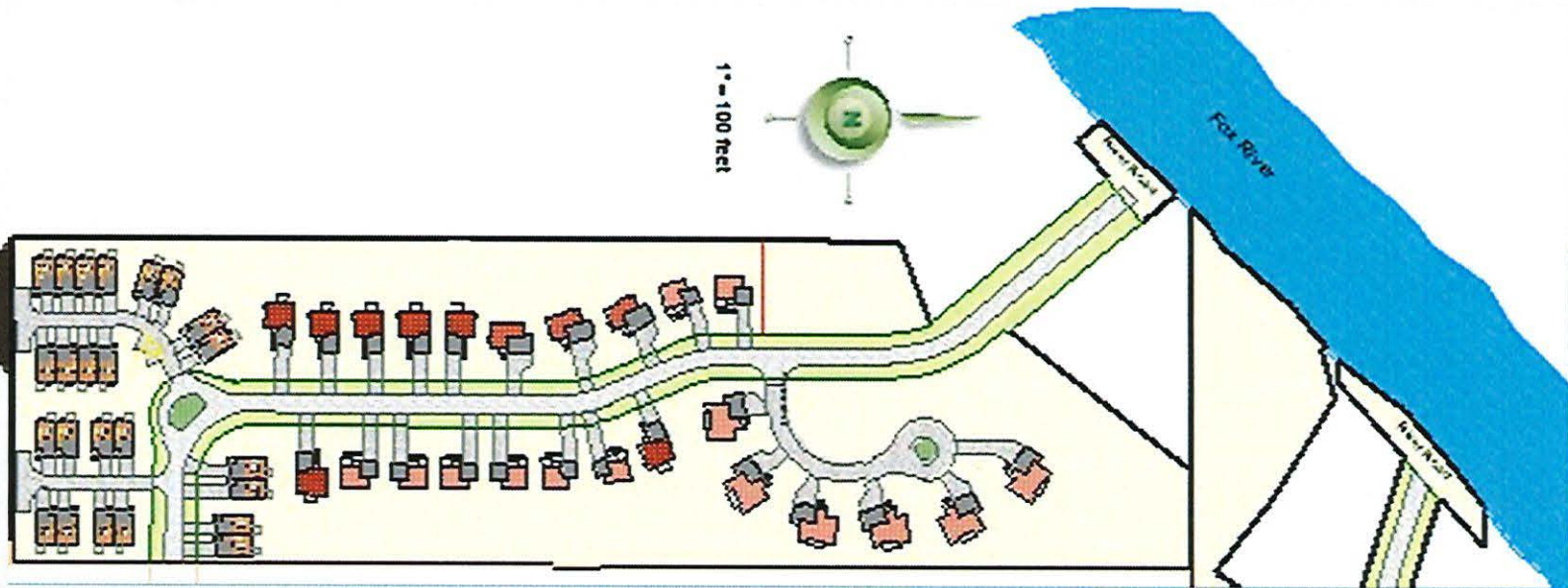
DIOR
BUILDERS, INC.
Preserving Our Heritage...Presenting The Future



Owner & Developer
AK Group, LLC

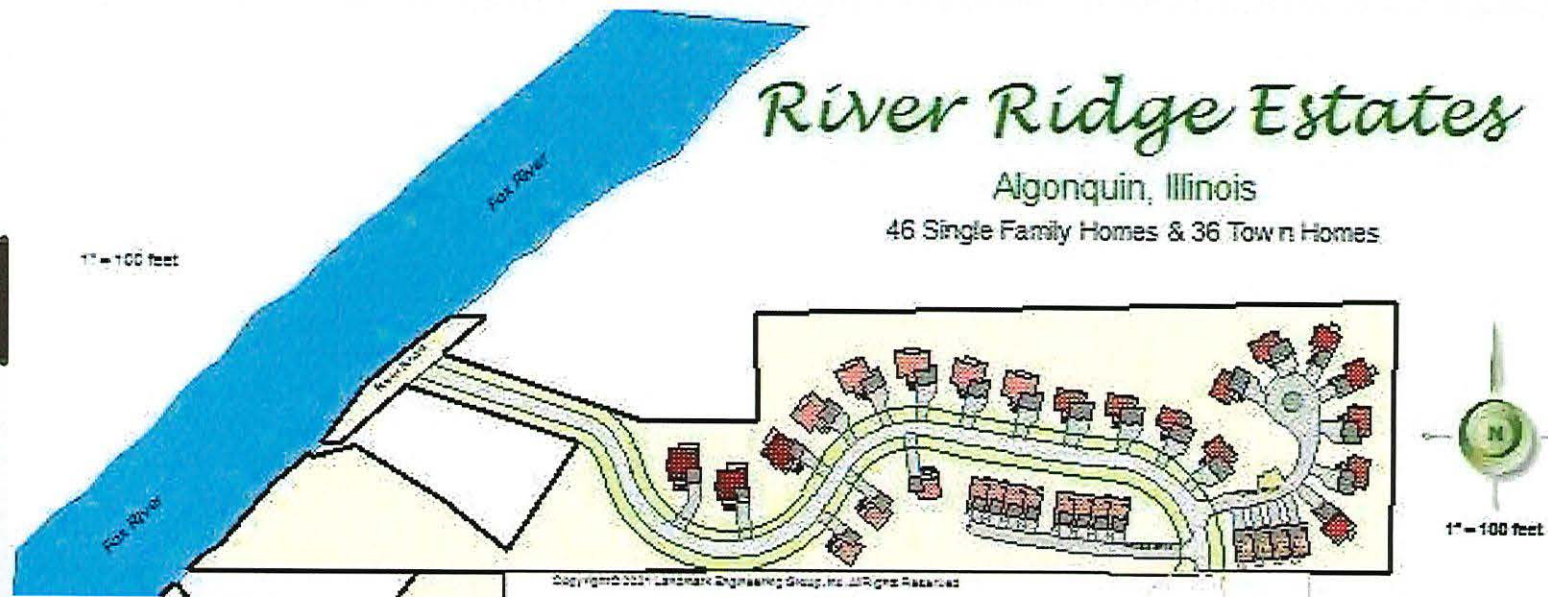
River Ridge Estates

Proposed Amended Planned Unit Development Phase 1



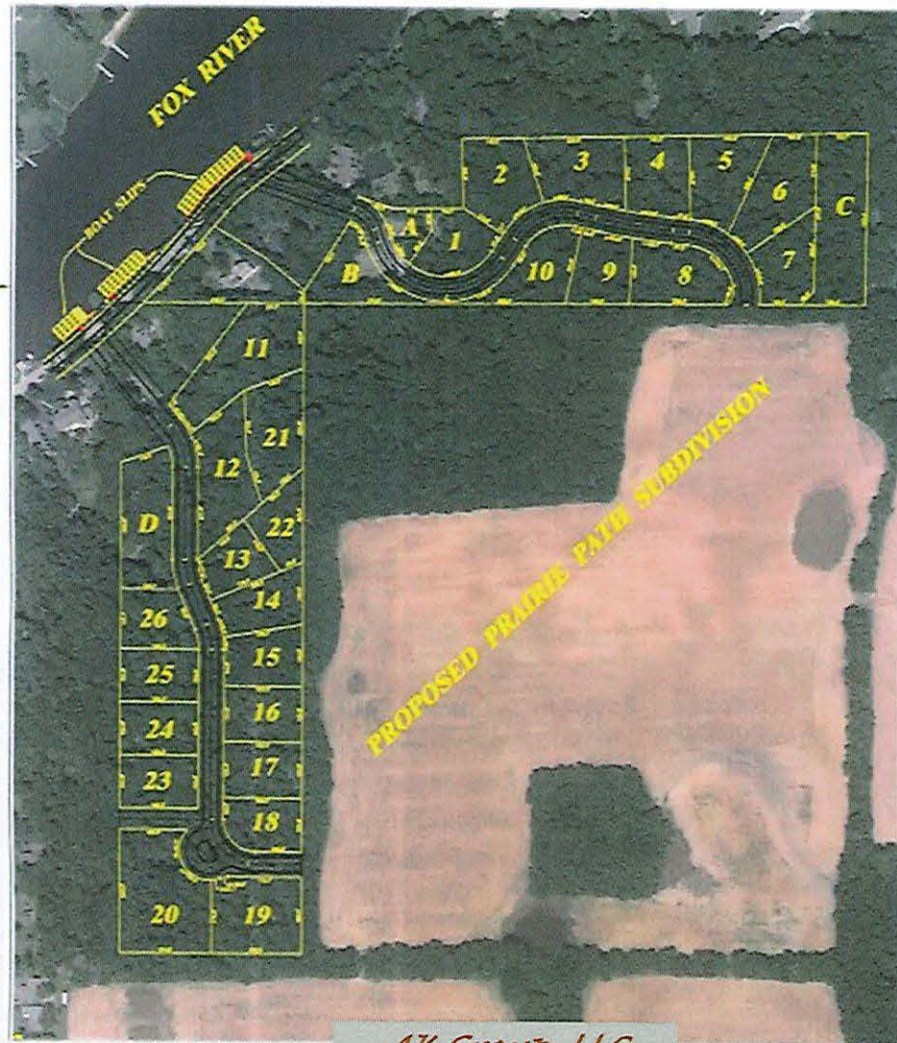
River Ridge Estates

Proposed Amended Planned Unit Development Phase 2



River Ridge Estates

Previous Approved Planned Unit Development



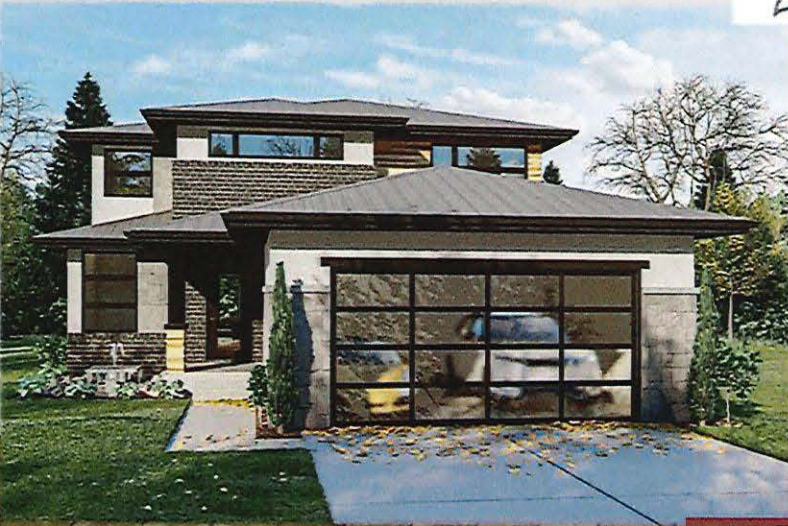
AK Group, LLC

River Ridge Estates

Single Family Home Styles



ON THE



 **DIOR**
BUILDERS, INC.

River Ridge Estates

Larger Single Family Home Styles



ON THE
 THE



 **DIOR**
BUILDERS, INC.
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River Ridge Estates



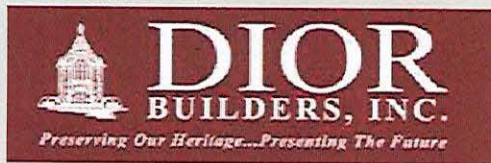
Typical Town Home 4-Unit Building



River Ridge Estates



Typical Town Home Duplex Units



River Ridge Estates



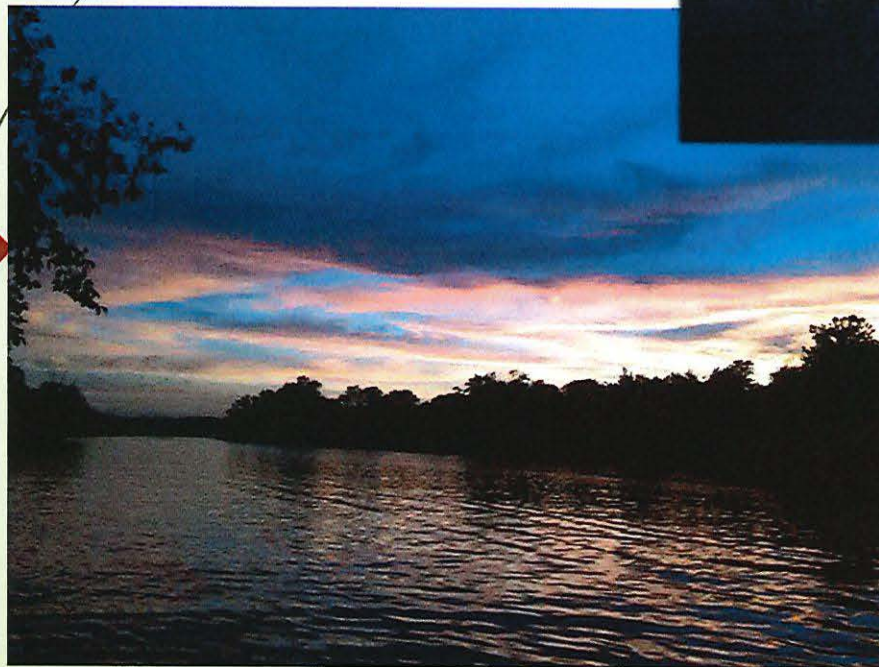
Proposed Boat Slips & Docks



*Owner & Developer
AK Group, LLC*

River Ridge Estates

River Views from Development

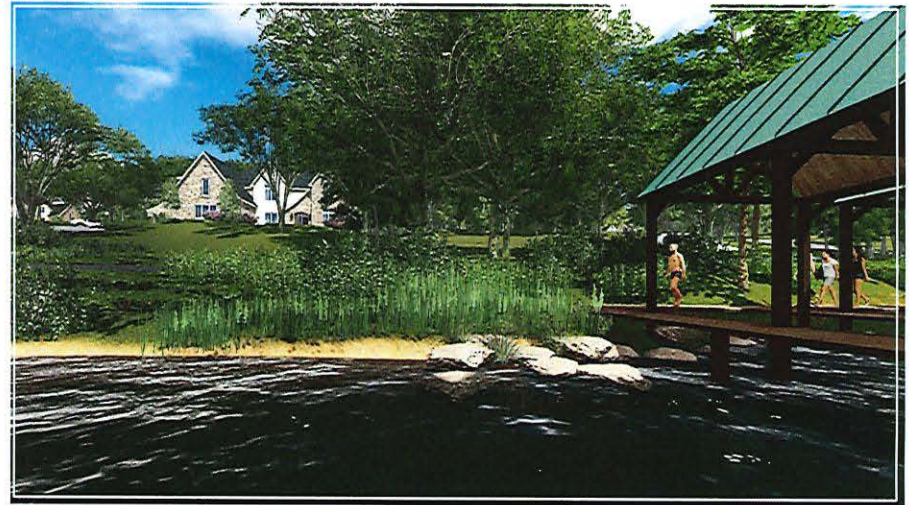


Owner & Developer
AK Group, LLC

River Ridge Estates



View of Development from Fox River



River Ridge Estates ON THE



THE

Traffic Routes from River Ridge Estates



River Ridge Estates ON THE



View of Existing Tree Forestation



River Ridge Estates ON THE



View of Existing Tree Forestation

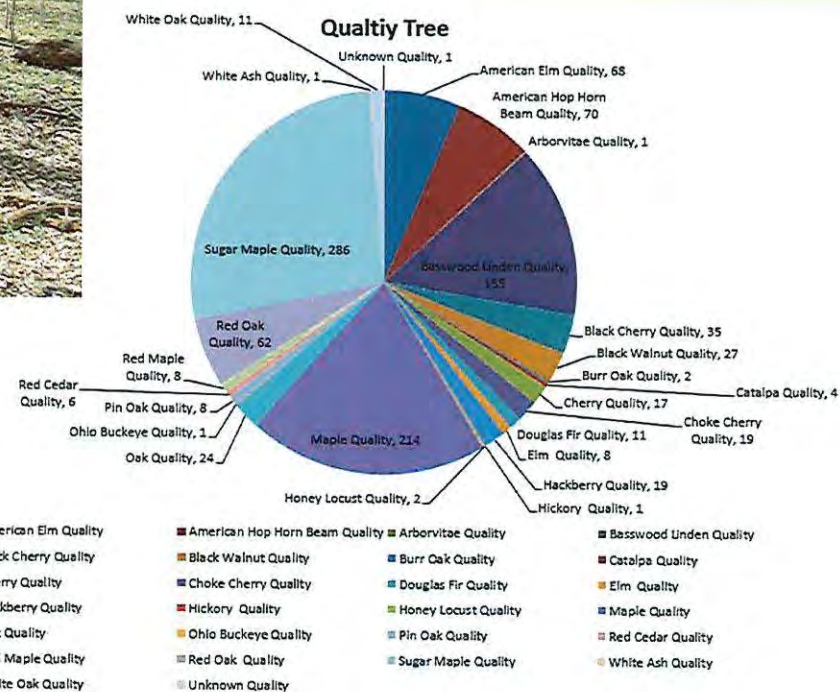




Tree Quality Information

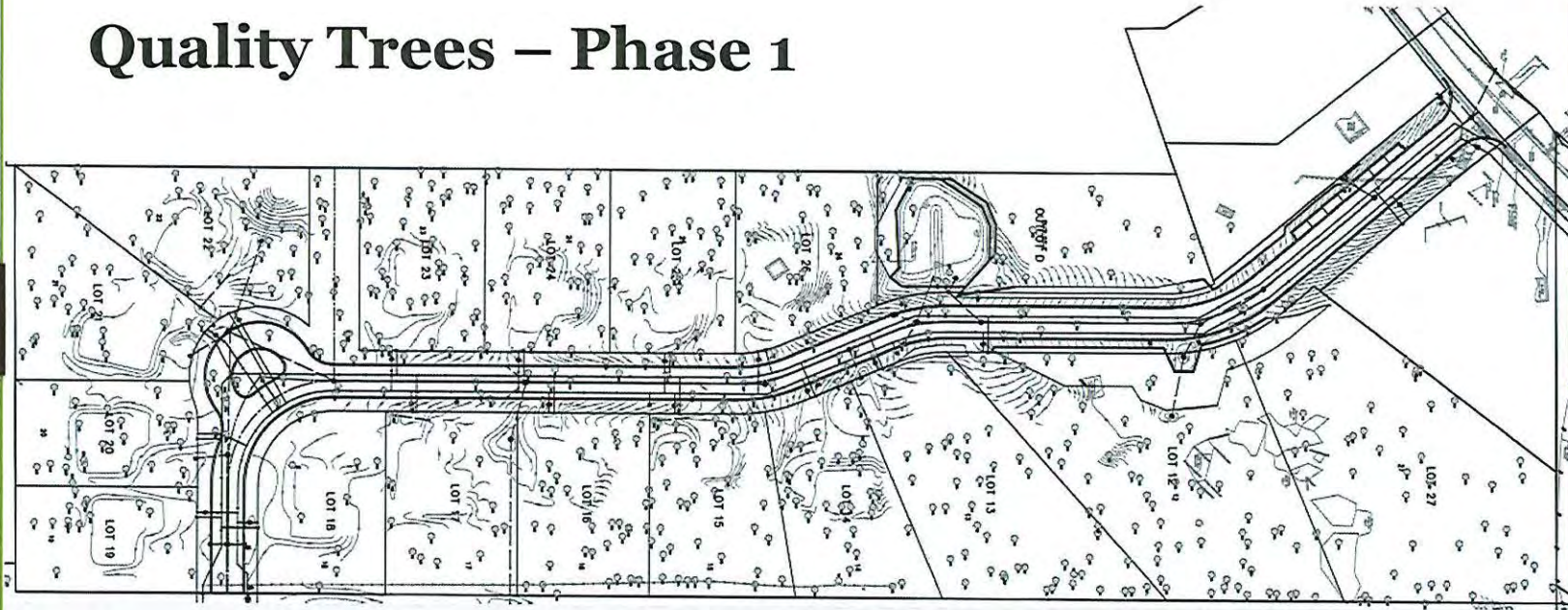


25% of Trees are Quality Rated



River Ridge Estates

Quality Trees – Phase 1

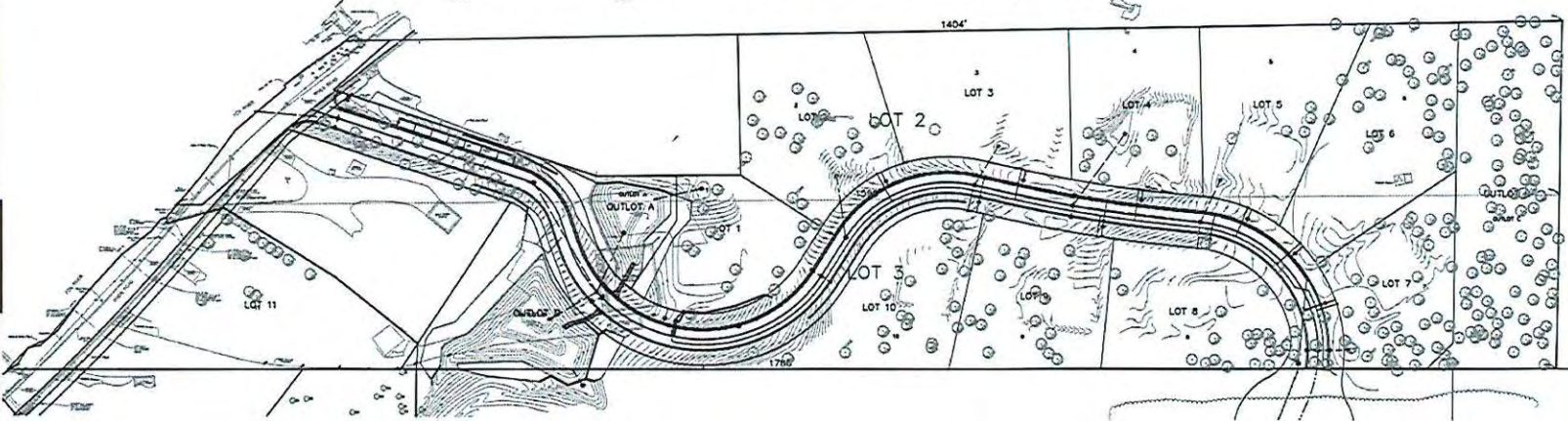


Owner & Developer
AK Group, LLC



River Ridge Estates

Quality Trees – Phase 2



Owner & Developer
AK Group, LLC



River Ridge Estates

Development Phasing Plan

Project Master Plan Development Schedule

- *Phase 1 = 14.18 Acres*
- *Phase 1 – Site Development 2022*
- *Phase 1 – 24 Single Family Homes & 24 Town Homes*
- *Home Sites Sales & Home Construction – 2022 thru 2025*

- *Phase 2 = 12.06 Acres*
- *Phase 2 – 22 Single Family Homes & 12 Town Homes*
- *Phase 2 – Site Development 2024*
- *Home Sites Sales & Home Construction – 2025 thru 2027*

River Ridge Estates



Landmark
Engineering Group, Inc.

Land Planning & Site Engineering

Michael Shamsie, PE, CFM, CPESC

President of Landmark Engineering Group, Inc.

3440 38th Avenue, Suite 4, Moline, IL 61265

mike.shamsie@landgroup.biz

(309) 755.3400

Landmark Engineering Group, Inc. was established in 1994 in East Moline, Illinois to provide Civil Engineering, Environmental Engineering, and Land Surveying Services. Engineering expertise, coupled with design originality makes Landmark Engineering Group, Inc. a company with a vision and designs unlike your typical layouts. Landmark has Professional Engineers licensed in 22 states.

By Landmark providing a personal approach, we are able to utilize the best design services structured toward the individual project requirements of our clients. We strive to exceed expectations while providing intelligent, timely, and cost effective solutions. Our land planning services develop comprehensive design guidelines and standards which enable clients to capitalize on the assets of a site. Successful site plans include a detailed study of existing conditions, resulting in a thorough analysis of land utilization.

Landmark Engineering Group, Inc. has completed professional design services for a multitude of residential and mixed use developments that required master planning, site surveys, preliminary and final plats, site development plans, stormwater drainage analysis, utility plans, mass grading plans, pavement analysis and design, off-site highway improvements, utility extensions and agency permitting. Complex stormwater management systems have often included intricate bioswales, sediment traps, detention basins, rain gardens and constructed wetland planting basins. In addition, Landmark has also prepared full design reports including detailed analysis of housing type, density, annexation and zoning issues, economic impacts, utility usage demands, traffic impacts and projections, infrastructure improvements and LEED design regulations.



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

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

Date: August 4, 2021

To: Committee of the Whole

From: Jason C. Shallcross, AICP, Community Development Director
Mike Darrow, Community Development

Re: Riverview Townhomes Revised Proposal

On October 20, 2020 staff from Community Development presented information pertaining to Riverview Townhomes. The property is located at the northeast corner of Algonquin Road and River Road. The request sought to rezone the property from B-1 Business to O-T Old Town District with an accompanying PUD approval of 4 townhomes.

Project Overview

The Planning and Zoning Commission held a public hearing on October 12, 2020 and unanimously approved the proposal with the following conditions:

- A. A stormwater retention plan, lighting plan, landscaping plan, and final building elevations shall be provided for Village Board review and approval prior to final Board approval of the request;
- B. The final engineering shall be revised to comply with Algonquin/Lake in the Hills Fire Protection District comments;
- C. The final building elevations shall be submitted to the Historic Commission for review and approval prior to any permits being issued for the development of the site;
- D. Any satellite dishes or other appurtenances shall be restricted to the east or north walls, and shall not be visible from Algonquin Road or River Road;
- E. Leases shall be of a minimum term of 12 months and the owner shall include the HUD Crime Free Lease Addendum;
- F. Prior to any sale of individual units on the property, either a condominium declaration or covenants shall be prepared to regulate maintenance and use of common areas, and same shall be submitted to the Village for review and approval;
- G. Additional conditions may be added upon receipt of Public Works and Village Engineer review comments.

During discussion at the Committee of the Whole meeting on October 20, 2020 (according to meeting minutes), the Committee mentioned the following:

- The rezoning to O-T would be better than the current plan
- Concerns related to traffic circulation and traffic along River Road and Algonquin
- Overall density issues
- Grading issues
- Stormwater runoff concerns

After discussion, it was recommended that the development group come back and show the following:

- Revise the PUD showing less density
- Address concerns raised pertaining to traffic, runoff and grading
- The Committee of the Whole was supportive of the rezoning

Next Steps

The original petitioner (developer) walked away from the project following October’s Committee of the Whole Meeting. Afterwards, a new development group chose to pursue the development of the property and is working with staff to address the concerns raised at the previous Committee of the Whole Meeting. During a series of staff discussions, the Petitioner was directed to address the following:

- Reduce the overall density (as outlined by the Committee of the Whole)
- Provide guest parking on site and demonstrate on-site circulation
- Address grading and stormwater as the plan moves forward through Planning and Zoning
- Improve access by moving the curb cut/access to the site further north
- Provide a higher design as well as increase architectural elements on the south elevation with brick and stone.

Below is an overview of how this group addressed the concerns raised at the October 20, 2020 Committee of the Whole Meeting:

Comparison of Original and Revised Plans		
	2020 Plans	2021 Plans
Density	4 units	3 units
Elevations / Design	Design wasn’t carried through to the southern elevation	Southern elevation (facing Algonquin) will have a mix of stone work and shaker paneling
Parking	No designated guest parking other than on driveway	4 stalls have been identified
Stormwater		Will require staff, P/Z and Village Board approval
Access	Was located closer to the intersection	Moved further north along River Road
Grading		Will require staff, P/Z and Village Board approval

If the revised proposal generally addresses the concerns raised in October of 2020, staff is recommending the following next steps:

- Petitioner will submit a new Development Application reflecting the new development group, escrow, and a full plan set for staff review
 - The plans will need to meet standards related to grading, drainage and stormwater
- Petitioner would go before the Planning and Zoning Commission
 - The request would include the proposed rezoning as the subject property was never formally rezoned by the Village Board
- Petitioner would go before the Committee of the Whole
- Petitioner would go before the Village Board

REVISED PLANS (2021)



WEST ELEVATION

SCALE: 1/2"=1'-0" CONCEPT ONLY - DO NOT SCALE



SOUTH ELEVATION

SCALE: 1/2"=1'-0" CONCEPT ONLY - DO NOT SCALE

SCHEME #2

REVISED: 07/01/2021

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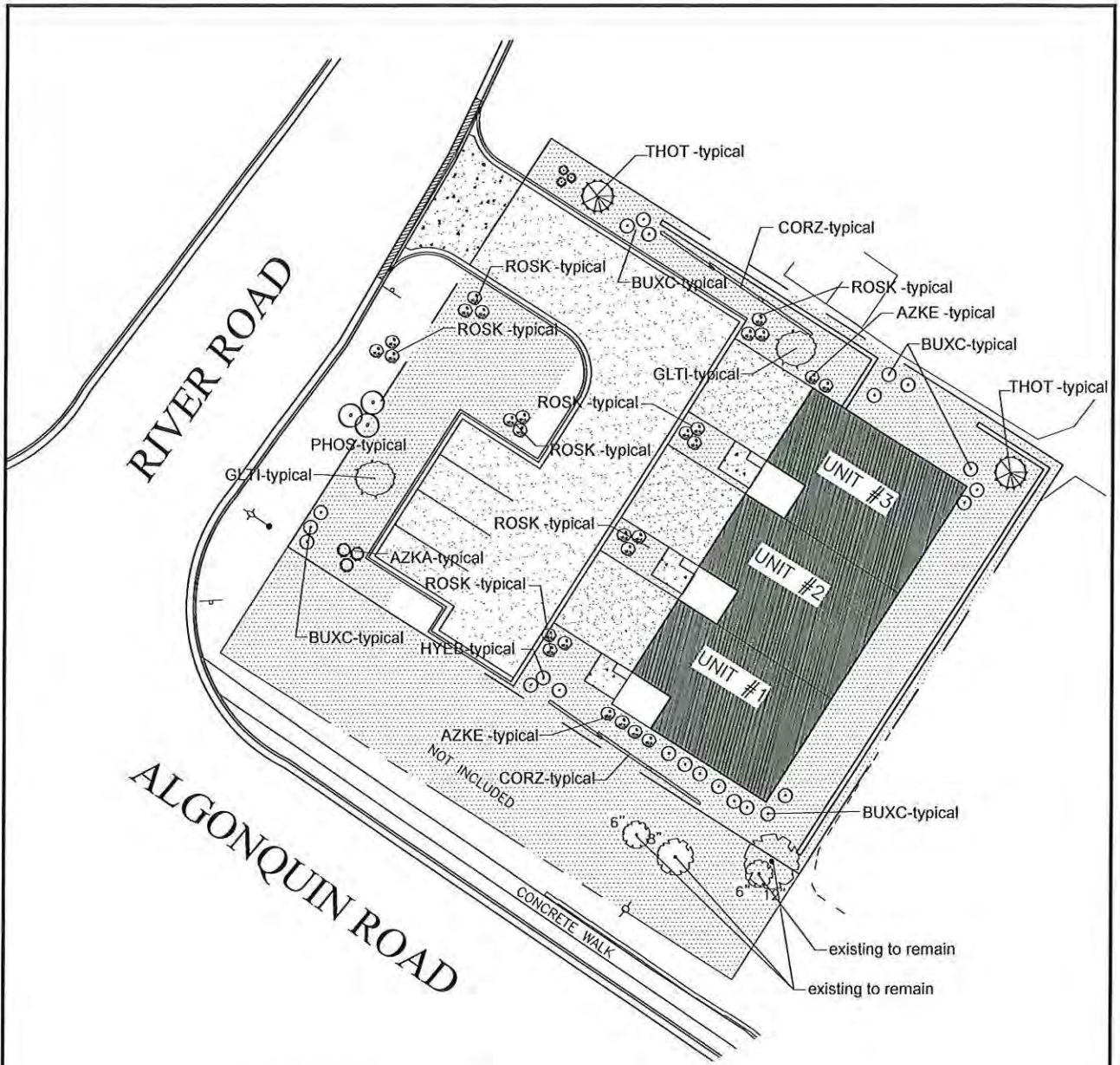
ADI ARCHITECTURAL MANAGEMENT, INC. 1000 W. RIVER ROAD ALGONQUIN, IL 60110	
Project #	332
Drawn	SSS
Date	05.25.2021
Issue/Revision	Date
REV	07.01.2021

Project #	332
Drawn	SSS
Date	05.25.2021
Issue/Revision	Date
REV	07.01.2021

RIVERVIEW TOWNHOMES
ALGONQUIN & RIVER ROADS
ALGONQUIN, IL.

Drawing
SITE PLAN,
PROJECT
INFORMATION
& COLORED
ELEVATION

Sheet
T1



LANDSCAPE SITE PLAN
SCALE: 3/32" = 1'-0"



SCHEME #2
REVISED: 01/01/2021

NOTE:
THIS IS LANDSCAPE PLAN ONLY - DO NOT SCALE
SEE CIVIL SHEETS FOR CIVIL DETAILS & LEGAL DESCRIPTION

Plant Material List

Qty	Symbol	Botanical Name	Common Name	Scale
2	GLTI	<i>Gleditsia inornata</i> var. <i>pernata</i>	Sycamore Honeylocust	25' Cal
2	THOT	<i>Thuja occidentalis</i> 'Teddy'	Teddy Arborvitae	6 HI
3	HYEB	<i>Hydrangea macrophylla</i> 'Bloomstock'	Bloomstock Hydrangea	#5
3	PHOS	<i>Physocarpus opulifolius</i> 'Seward'	Summer Wine Firebark	#5
18	ROSK	<i>Rosa</i> 'Knockout'	Knockout Rose	#3
6	AZKA	<i>Rhododendron</i> 'Karens'	Karens Azalea	#3
20	BUXC	<i>Buxus</i> 'Chicago Land'	Chicago Land Boxwood	#2
35	CORZ	<i>Coneopsis verticillata</i> 'Zagreb'	Zagreb Coneopsis	#1
3	CALK	<i>Calamagrostis acutiflora</i> 'Karl Forester'	Feather Reed Grass	#1

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ADO ARCHITECTURAL MANAGEMENT, INC. 1000 N. ALTON ROAD ALTON, ILL. 62424 TEL: 618-448-2070 WWW.ADOARCHITECT.COM	Project # 2021-001 Drawn: JCS Date: 05-25-2021 Issue/Revision: 01st REV 1 - 07-02-2021
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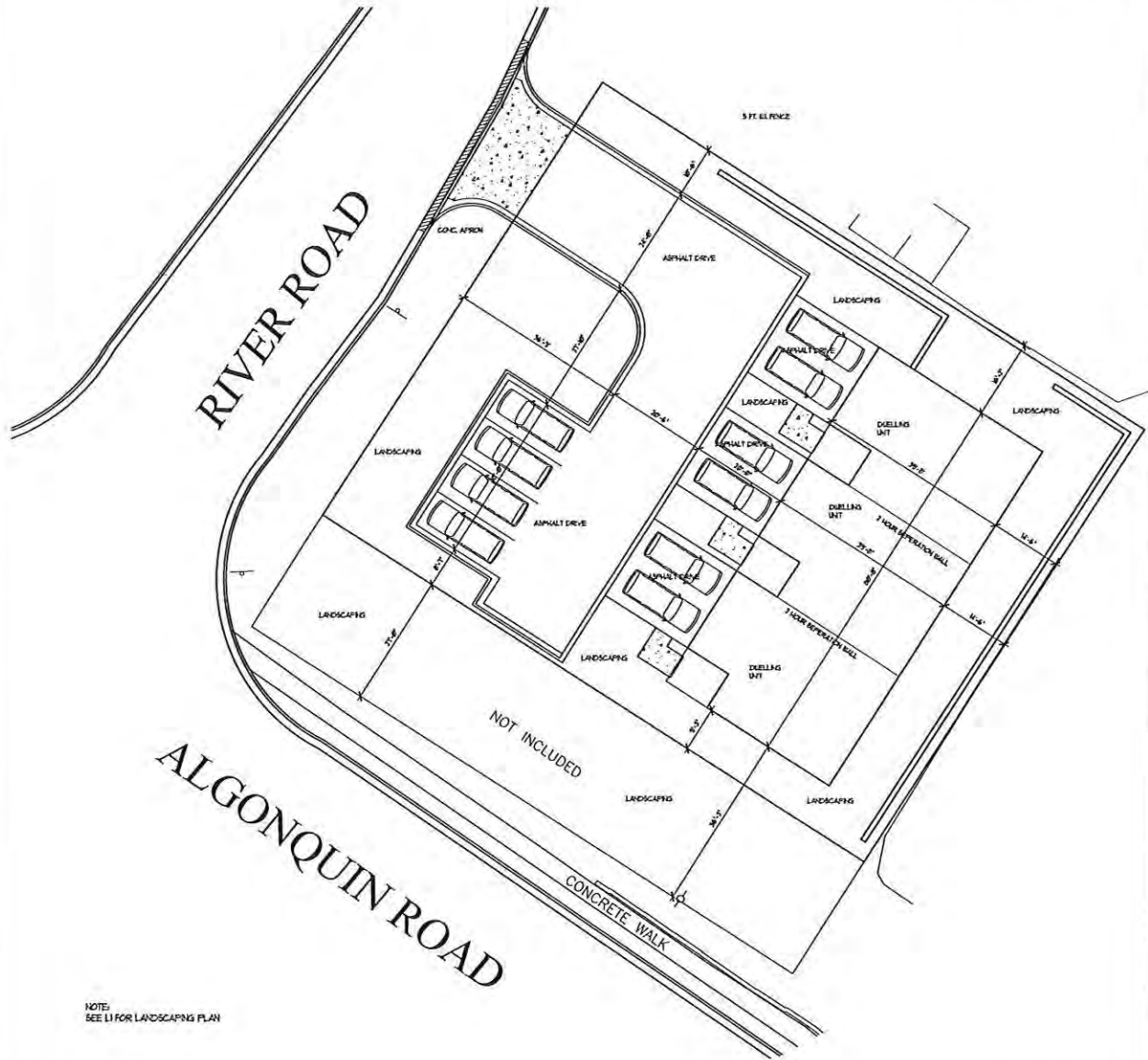
Project # 2021-001 Drawn: JCS Date: 05-25-2021 Issue/Revision: 01st REV 1 - 07-02-2021
--

RIVERVIEW TOWNHOMES
ALGONQUIN & RIVER ROADS
ALGONQUIN, IL.

Drawing
LANDSCAPE PLAN

Sheet
L1

- SITE INFORMATION**
- * GROUND FLOOR BUILDING AREA: 2,178 SQ. FT.
 - * PARKING SPACES: 4
 - * 3 GUEST PARKING SPACES
 - * 1 ACCESSIBLE PARKING SPACE



NOTE:
SEE L1 FOR LANDSCAPING PLAN

NOTE:
THIS IS AN ARCHITECTURAL SITE PLAN ONLY - DO NOT SCALE
SEE CIVIL SHEETS FOR CIVIL DETAILS & LEGAL DESCRIPTION

SCHEME #2
REVISED 01/02/2021

ARCHITECTURAL SITE PLAN
SCALE 3/32" = 1'-0"

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ADG ARCHITECTURAL MANAGEMENT, INC. PROJECTS & PROJECT EXECUTION	Project # 2021
Owner 2021	Date 05.24.2021
Issue/Revision Date	REV 1 - 07.02.2021
ADG ARCHITECTURAL MANAGEMENT, INC. 751 W. 44th Street Algonquin, IL 60110	

Project # 2021
Owner 2021
Date 05.24.2021
Issue/Revision Date
REV 1 - 07.02.2021

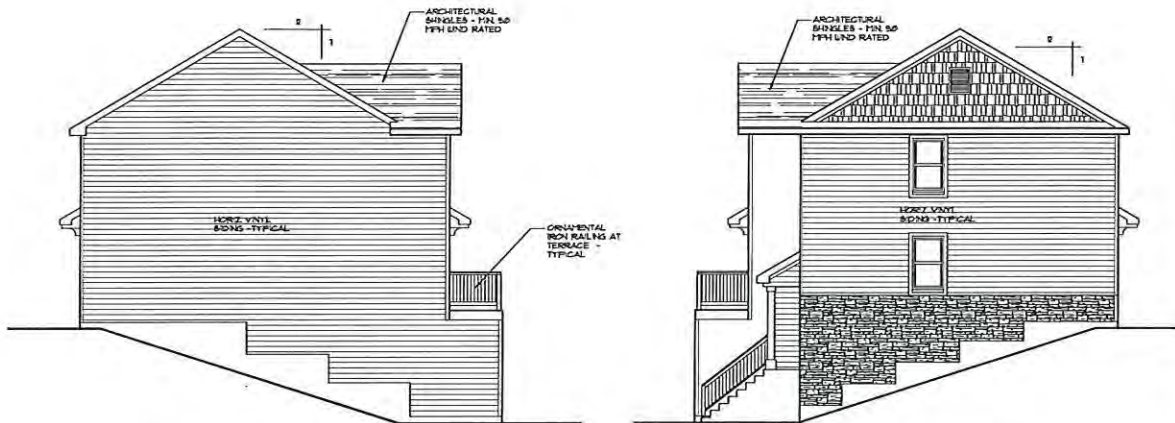
RIVERVIEW TOWNHOMES
ALGONQUIN & RIVER ROADS
ALGONQUIN, IL.

Drawing
SITE PLAN,
PROJECT
INFORMATION
& COLORED
ELEVATION

Sheet
A0



4 EAST ELEVATION
SCALE 3/16" = 1'-0"



5 NORTH ELEVATION
SCALE 3/16" = 1'-0"

6 SOUTH ELEVATION
SCALE 3/16" = 1'-0"



7 WEST ELEVATION
SCALE 3/16" = 1'-0"

SCHEME #2
REVISED 07/02/2021

NOTE: HEIGHTS INDICATED IS NOT FROM AN AVERAGE GRADE. THIS WILL DETERMINED BY CIVIL ENGINEER FROM TOPO

AREA TABULATION TYPICAL UNIT	
GROUND FLOOR LIVING	540 SF
1 ST FLOOR LIVING	850 SF
2 ND FLOOR LIVING	850 SF
TOTAL LIVING AREA	1,240 SF
GARAGE	43 SF

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ADO ARCHITECTURAL MANAGEMENT, INC. PROFESSIONAL ARCHITECTS	
Project #	2021
Drawn	EPH
Date	05.25.2021
Issue/Revision	Date
REV 1	07.02.2021

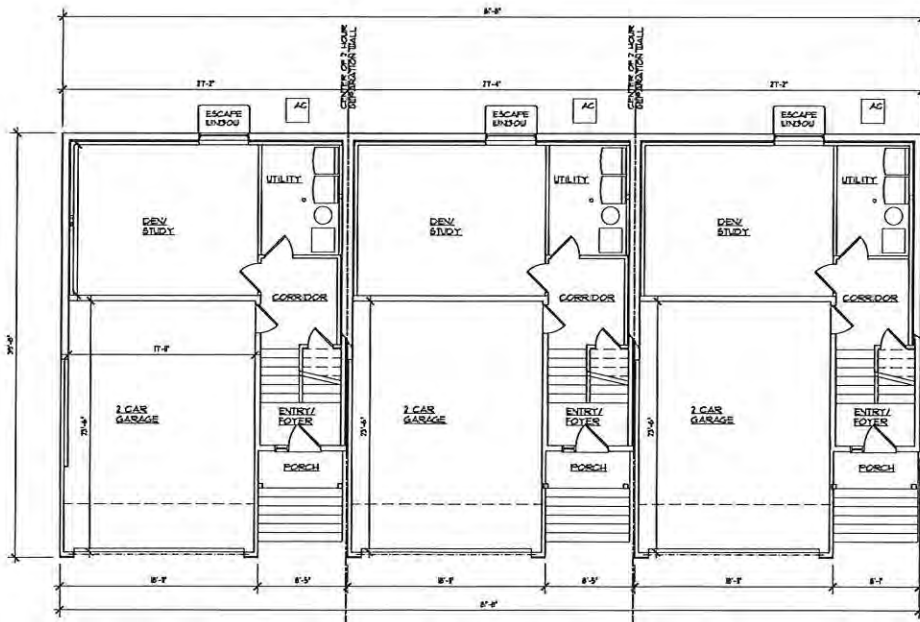
Project #	2021
Drawn	EPH
Date	05.25.2021
Issue/Revision	Date
REV 1	07.02.2021

RIVERVIEW TOWNHOMES
ALGONQUIN & RIVER HOMES
ALGONQUIN, IL.

Drawing
EXTERIOR ELEVATIONS

Sheet
A1

AREA TABULATION TYPICAL UNIT	
GROUND FLR FLOOR LIVING	340 SF.
1 st FLOOR LIVING	85 SF.
2 nd FLOOR LIVING	85 SF.
TOTAL LIVING AREA	510 SF.
GARAGE	452 SF.



SCHEME #2
REVISED 01.02.2021

2 GROUND / LOWER FLOOR PLAN SCALE: 3/16" = 1'-0" 1/2" = 1"

- GROUND FLOOR AREA: 540 SQFT.
- GARAGE AREA: 452 SQFT.

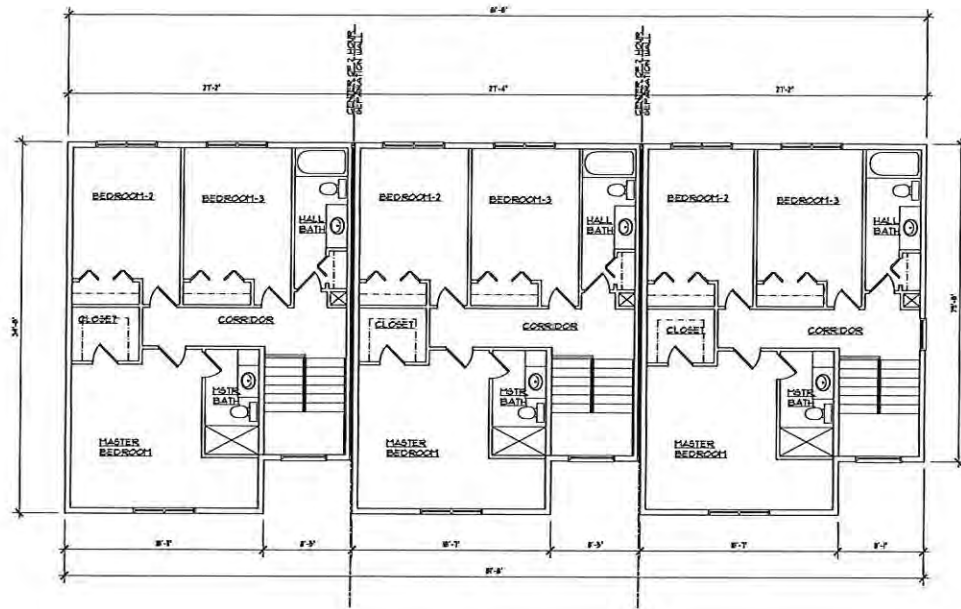
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AGO ARCHITECTURAL MANAGEMENT, INC. 1100 S. RIVER ST., ALGONQUIN, IL 60110 TEL: 630-466-2496 WWW.AGOMANAGEMENT.COM	Project # _____ Drawn: _____ Date: 05.15.2021 Issued/Revision Date: REV 1 - 07.02.2021
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RIVERVIEW TOWNHOMES
ALGONQUIN & RIVER ROADS
ALGONQUIN, IL.

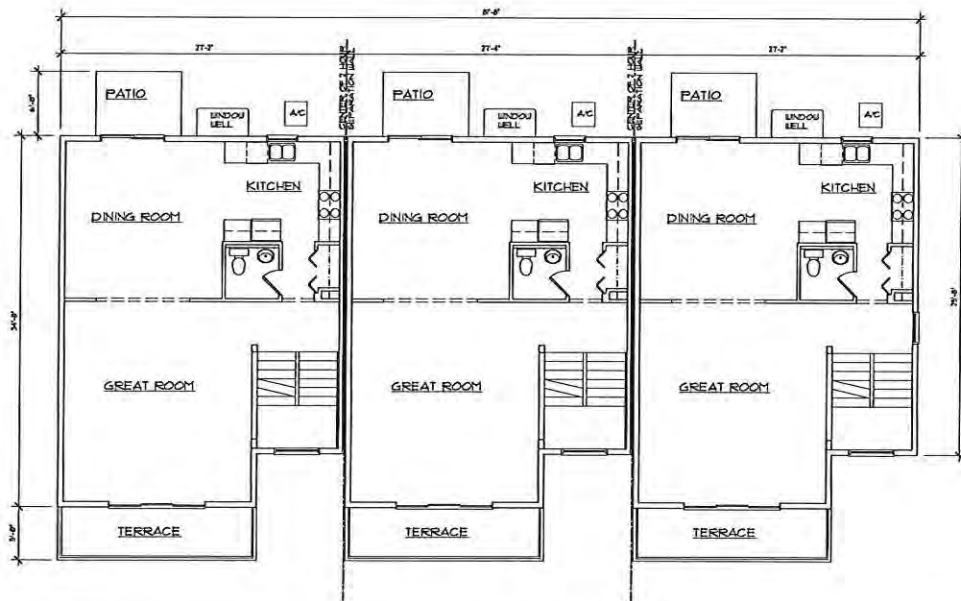
Drawing
GROUND / LOWER LEVEL FLOOR PLAN

Sheet
A2



2 SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"
NORTH

* SECOND FLOOR AREA: 895 SQFT.



1 FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"
NORTH

* FIRST FLOOR AREA: 895 SQFT.

AREA TABULATION TYPICAL UNIT	
GROUND FLOOR LIVING	340 SF.
1st FLOOR LIVING	295 SF.
2nd FLOOR LIVING	895 SF.
TOTAL LIVING AREA	1530 SF.
GARAGE	404 SF.

SCHEME #2
REVISED 01/02/2021

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ADG ARCHITECTURAL MANAGEMENT, INC. PROJECTS & PROJECT DESIGN	Project # 222
Drawn: R228	Date: 05.25.2021
Issue/Revision:	Date:
REV 1 - 07.02.2021	

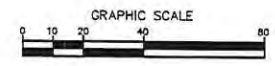
222	05.25.2021
07.02.2021	

RIVERVIEW TOWNHOMES
ALGONQUIN & RIVER ROADS
ALGONQUIN, IL.

Drawing
1st & 2nd
FLOOR
PLANS

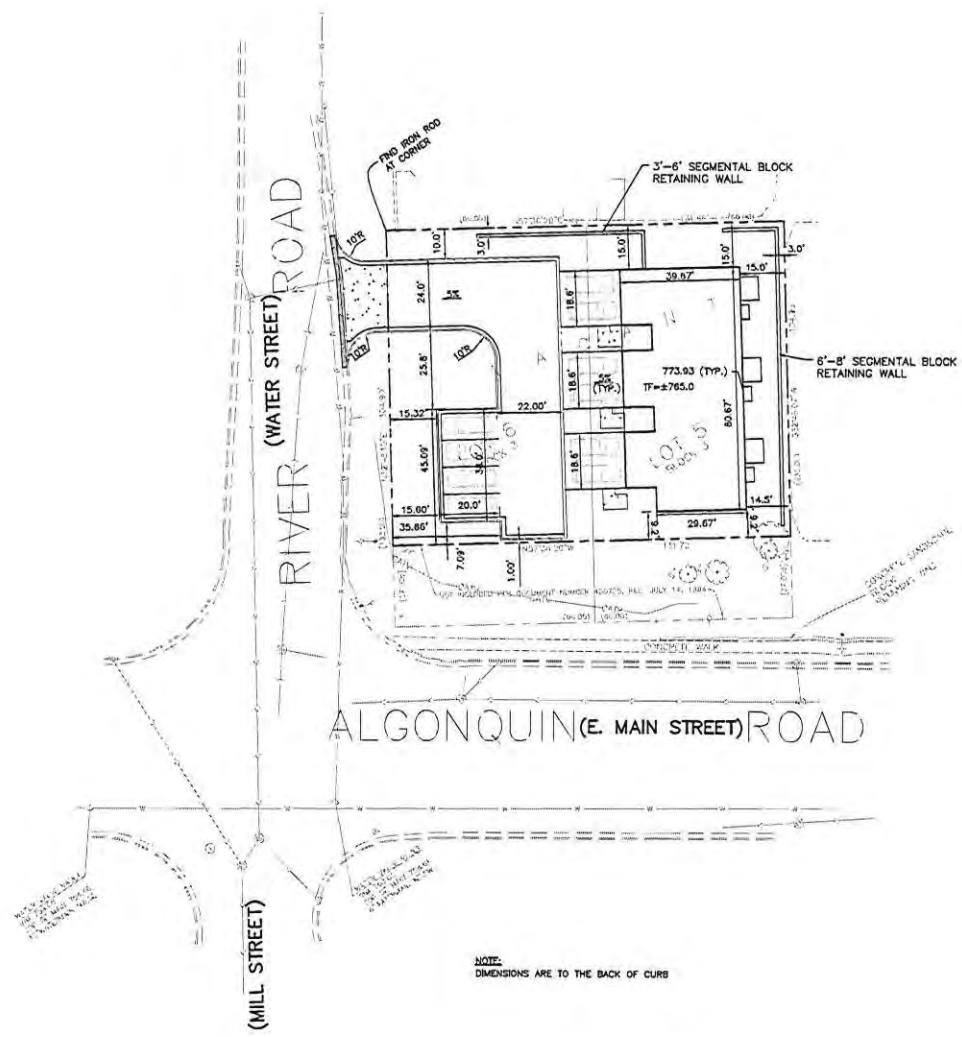
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A3

NOTES:



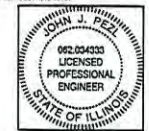
PROJECT DATA

LAND AREA = 13,814 SF = 0.3171 ACRES
 BUILDING AREA = 2,950 SF
 PROPOSED IMPERVIOUS AREA = 7,893 SF
 PARKING: 1 PER TOWNHOME = 6
 GUEST PARKING = 4
 10 TOTAL
 LIGHTING: WALL MOUNTED LIGHTS (4) ON GARAGES
 LOT COVERAGE = 57%



NO.	DATE	REVISION/ISSUANCES
1	09/05	0000

SITINGWORKS
 422 HANLEIGHWOOD, STE. A (847) 921-2396
 GLEN ELLYN, IL 60137 jpl1@sitings.com



PROJECT NUMBER: _____
 PROJECT MANAGER: JJP
 ARCHITECT: JJP
 SCALE: _____
 DATE: 02/02/2020
 CHECKED BY: JJP

SITE LAYOUT PLAN

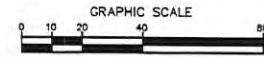
C300

PLAN SUBMITTED IN 2020



NOTES:

2020 SITE PLAN (OLD)

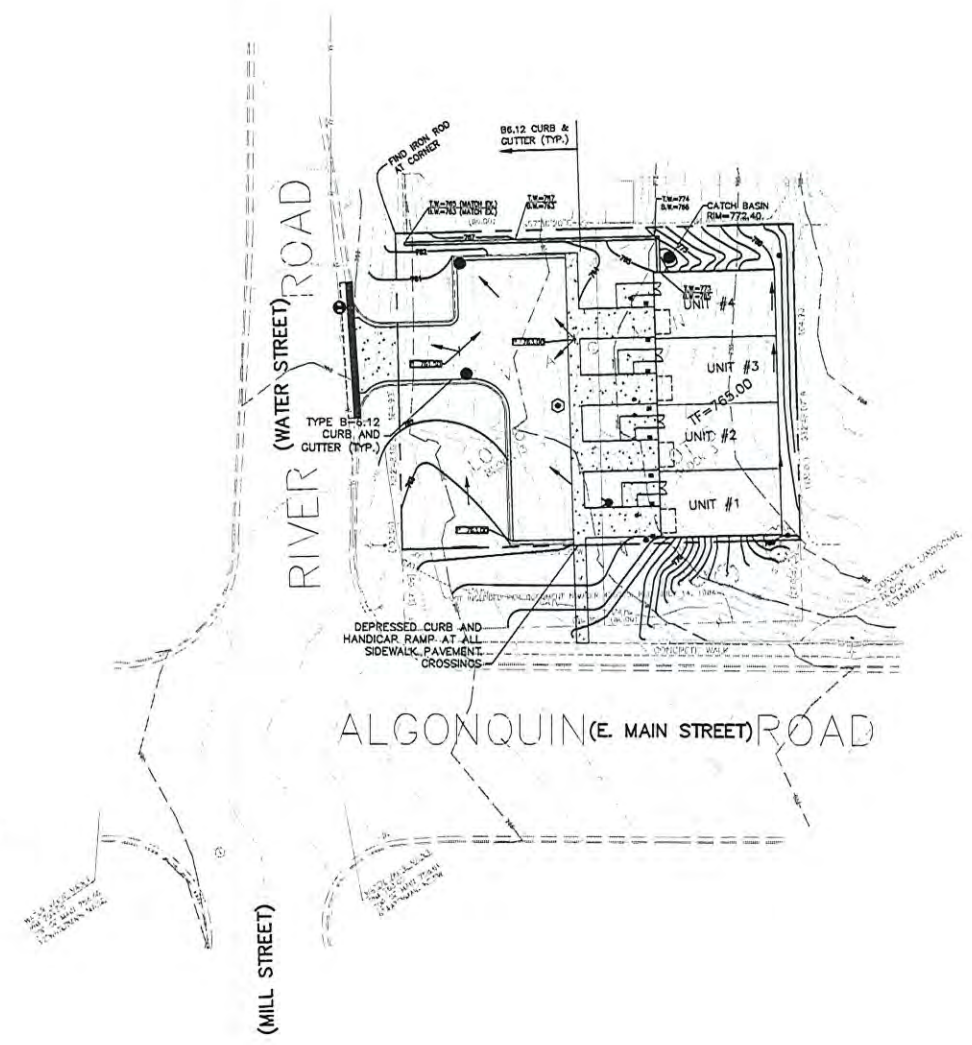


LEGEND:

- TW = TOP OF WALK
- TC = TOP OF CURB
- P = PAVEMENT
- C = GROUND
- M/E = MATCH EXISTING
- ELEVATION** = PROPOSED ELEVATION

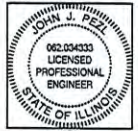
NOTES:

1. ADJUST EXISTING STRUCTURES AS REQUIRED.
2. MAXIMUM SLOPES IN THE ADA ACCESSIBLE PARKING STALLS SHALL BE 1.5%.



NO.	DATE	REVISIONS/ISSUANCES
1	XXXXX	XXXXX

NO. DATE REVISIONS/ISSUANCES
 SITEWORKS
 423 HANLEYWOOD, STE. A (847) 921-2390
 GLEN ELLYN, IL 60137 jpl11@siteworks.com



PROJECT NUMBER:	
PROJECT MANAGER:	JJP
ARCH/ENG:	JJP
SCALE:	
DATE:	XXXXX/2020
CHECKED BY:	JJP

GRADING PLAN

C400



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: August 19, 2021

TO: Committee of the Whole

FROM: Michelle Weber

SUBJECT: Liquor Code Amendment

In accordance with an ordinance passed in 2013 limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time, the attached proposed ordinance increases the number of available Class H liquor licenses by one. This change is the result of requests from:

- Fox Valley Pottery, LLC., 2743 West Algonquin Road, Algonquin has requested the renewal of their Class H Liquor License. This would allow participants of pottery classes to Bring Your Own Bottle, allowing the consumption of beer or wine only on the premise. Staff recommends that the change in the number of available licenses be approved.

Attachment

ORDINANCE NO. 2021 - O -
An Ordinance Amending Chapter 33, Liquor Control
and Liquor Licensing, of the Algonquin Municipal Code

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.

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: Section 33.07-B, Paragraph 15 Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

1. One Class H license at any one time.

SECTION 2: 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 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect September ____, 2021, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

Village President, Debby Sosine

ATTEST: _____
Village Clerk

Passed: _____

Approved: _____

Published: _____

A Memo From...



VILLAGE OF ALGONQUIN

To: Tim Schloneger

From: Michelle Weber

Date: September 1, 2021

Re: Liquor Code Changes

In the recent months we have had numerous requests from our current restaurants and inquiries from potential restaurants to allow consumption of alcohol on and off premise. Currently, our Municipal Code allows bars (primary source of sales is alcohol) to sell alcohol for consumption on and off premise but not restaurants (primary source of sales is food).

Following discussions with Chief, it is recommended that Class A Liquor License be changed to allow for consumption both on and off premise by amending Chapter 33.07 A(1) as described below:

*Class A, which shall only permit a retail sale on the premises specified of alcoholic liquor for consumption either on premises and permit retail sale of beer, wine, and alcoholic liquor, in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers for consumption off the premises and where the principal source of sales is alcoholic liquor, **and/or food having been cooked and/or prepared on the premise**, and not entertainment.*

In addition to the above changes, effective August 1, 2021, the Illinois Liquor Commission has amended their code to allow Non-for-Profit entities, that hold Event Liquor Licenses, to expand their sales from only Beer and Wine to sell all alcoholic liquor. With that said, staff recommends amending Chapter 33.07 C as follows:

Event Permit: The Commissioner may grant an event permit to any licensee as defined herein, to any non-profit organization or club located within the Village, such as a church, order or lodge, veterans' organization, civic organization or other similar organization, authorizing the sale of ~~beer and wine~~ **alcoholic liquors** at any picnic, club or similar function sponsored by such organization or club.

ORDINANCE NO. 2021 - O -

An Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, of the Algonquin Municipal Code

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.

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: Paragraph 1 of Section 33.07-A, Classes, Fees, of the Algonquin Municipal Code shall be amended as follows:

1. Class A, which shall permit a retail sale on the premises specified of alcoholic liquor only for consumption on the specified premises and shall permit retail sale of beer, wine, and alcoholic liquor, in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers for consumption off the premises, where the principal source of sales is alcoholic liquor and/or food having been cooked and/or prepared on the premises, and not entertainment.

SECTION 2: Paragraph C, Event Permit, of Section 33.07, License Classifications, Event Permit, Daily Permit, shall be amended as follows:

- C. Event Permit: The Commissioner may grant an event permit to any licensee as de-fined herein, to any non-profit organization or club located within the Village, such as a church, order or lodge, veterans' organization, civic organization or other similar organization, authorizing the sale of alcoholic liquors at any picnic, club or similar function sponsored by such organization or club.

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 upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

(SEAL)

APPROVED:

Village President Debby Sosine

ATTEST: _____

Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: *September 1, 2021*

TO: *Tim Schloneger Village Manager*

FROM: *Vince Kilcullen General Services Superintendent*

SUBJECT: *Downtown Snow Plowing Contract*

Attached is the contract for downtown snow and ice removal for the 2021 - 2022 season, with an option to renew for two additional seasons.

With the completion of the downtown streetscape project the Village decided back in 2018 to contract out snow and ice removal for the downtown, due to the intricate nature and time involved in snow and ice removal for the downtown. Nilco Landscape Solutions, out of Woodstock, Illinois has been performing this service for the past three seasons. Since they have been doing this they have now become very familiar with the process and the Village standards for the downtown snow and ice removal.

Based on this experience the Village would like to renew our contract with Nilco Landscape Solutions. We believe we will get the best service from this contractor as they are already familiar with our requirements and we don't have to go through the process of training and hand holding a new company.

We ask that the board motion to authorize the Village Manager or his designee to execute this contract with Nilco Landscape Solutions, for downtown snow and ice removal services in the amount of \$130,653.00 for the fiscal year 2021 – 2022 and further authorize the Village Manager or his designee to sign an extension to said contract for fiscal year 2022 -2023, and 2023 – 2024, in an amount not to exceed 3% of the previous year's contract price.

Village of Algonquin Snow Removal: Historic District Detailed Specifications

Intent: The intent of this Bid is to enter into a contract with a qualified contractor to provide the specified snow and ice removal services for our historic district areas located in the Village of Algonquin (hereafter "Village"), including any additional work that may need to be added during the contract year. Bidders will be required to demonstrate their capability through references or by means acceptable to the Village.

This contract will be administered and direction given to the contractor by the Public Works Director or his authorized representative.

Term of Contract: The initial term of this contract shall begin on November 1, 2021 and shall be in affect through April 30, 2022. The Village, however, reserves the right to terminate the same at any time by giving a thirty (30) day notice in writing to the contractor. In the event of such cancellation, the contractor shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

The Village may wish to extend this contract, upon mutual agreement, with two (2) one-year extensions, with the first extension going from November 1, 2022 to April 30, 2023; and the second extension going from November 1, 2023 to April 30, 2024, upon written notice of the Village of its intention to exercise this option.

A one (1) time economic adjustment per contract year of 3%, based on the previous year's contract price, shall be allow upon each renewal. The initial contract places no obligation on the Village to appropriate funds beyond the initial term of the contract and contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the Village for this work. The Village reserves the right to add or delete from the bid as required. No adjustments in bid prices or additional compensation will be made for decreases in the quantities or services from the bid.

Scope of Work: The scope of work consists of furnishing all labor and snow removal equipment to maintain traffic and pedestrian flow in all designated snow removal locations at all times which will include 24-hour service on weekends, Saturdays, Sundays, and Holidays.

Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.

The contractor shall provide snow removal on all sites listed on Attachment A. The contractor may be called upon to haul snow from these areas when conditions warrant the removal and hauling of snow.

Qualification of Bidder: As evidence of experience and work performance, the bidder must supply with their bid a reference list of previous municipal snow removal experience, and present an anticipated contractual workload, which will verify the bidder's qualifications to perform under the terms of this contract.

Equipment: The bidder shall submit with their bid a list of company labor and equipment, including minimum staffing number (persons), equipment types and model numbers, and plow sizes, available for specific assignment to this job.

Please also list additional equipment available in the event of a heavy snowfall (such as graders, end loaders (include bucket capacity), dump trucks, etc.

Proof of possession of all required equipment, and proof of insurance coverage, is required prior to award of contract. Submittals shall indicate whether the equipment is owned, leased, or financed. Should the equipment be leased, submittals shall include a copy of the lease agreement. All equipment must be available for use throughout the term of the contract, as need is determined by the Village.

Protection of Public and Private Property: The contractor shall exercise all necessary caution to protect all public and private property from injury or damage caused by the contractor's operations.

The contractor shall assume responsibility for all damage to property (including curbs, parkway trees, grass area, utilities, mailboxes, trash cans, benches, and driveways) caused by equipment used for removal of snow. **All damage shall be the responsibility of the contractor to repair.** A complete list of snow removal locations are included in this document as Attachments A.

Any practice obviously hazardous in the opinion of the Public Works Director, or his designee, shall be immediately discontinued by the contractor upon receipt of either written or verbal notice to discontinue such practice. The Village is not responsible for site safety. The contractor is solely and exclusively responsible for site safety.

All brick paver areas (roadways, parking areas, and sidewalks) shall be serviced with equipment that utilizes a rubber blade for contact with the surface, or shall be accomplished with small hand operated equipment such as walk behind snow throwers. The expense for repairs for any damages caused by failure to adhere to this requirement will be fully borne by the contractor.

Accidents: In the event of accidents of any kind, the contractor shall immediately notify the Director, or his designee, and the Police Department, to secure an accident report, and shall provide a full accounting of all details of the accident. The contractor shall furnish the Village with copies of all reports of such accidents.

Prosecution of Work: The proper timing and use of equipment is essential in maintaining the continuous, expeditious, and safe operation of snow removal. Consequently, it is imperative that all equipment be in good operating condition at all times so as to ensure maximum working

efficiency and prevent unnecessary failures. Time is of the essence in arriving at the scene to commence snow removal efforts. To ensure uninterrupted snow removal operations, callouts shall be answered promptly, and extraordinary effort shall be exerted by the contractor to render service.

The contractor shall prosecute the work in the following manner:

- A. The contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified personnel shall be sufficient to respond to emergency calls which may be received at any time. Manpower must be activated and equipment operational at the site within one hour after notification by the Village.
- B. The contractor shall submit, in writing, the name, address and telephone number of the person in its organization to whom instructions may be given by the Director, or his designee, on a 24 hour per day basis. One designated supervisor in the contractor's organization shall be on the job site and available at all times during snow plowing operations.
- C. The Public Works General Services Division will notify the contractor whenever a storm warning from the Village's weather forecasting service is received stating that a plowable amount of snow (1 inch or more) is forecast. The contractor shall respond by mobilizing all personnel and equipment within a maximum of 1 hour after being notified by the General Services Division.
- D. It shall be the responsibility of the contractor to notify the General Services Division manager when all team members are present and working their assignments, and at the full completion of each operation. A form to verify hours worked and equipment used will be provided by the Village and will be signed by both the contractor and the appropriate Village representative as a prerequisite for payment.
- E. After finishing one complete clearing pass cycle through the snow removal locations, the contractor may be told to start a second complete clearing cycle immediately and to continue snow removal operations depending on weather conditions. The contractor shall be prepared to continue operations, or start up activities again whenever snow accumulates to a depth of 1 inch or more on the paved area.
- F. Snow removal is accomplished by plowing the snow to the curb in the designated cul-de-sacs. Care shall be taken so that no residential driveways or public sidewalk crossing shall be blocked by an amount of snow greater than the windrow of snow through the throat of the cul-de-sac. There is to be no excessive mounting of snow at the corners higher than the normal windrow. The snow shall be carried out to the curb line of the streets.
- G. Snow removal in the historic district shall include all designated roadways, parking areas, and sidewalks.

1. Extreme care shall be taken to prevent damage to right of way features (pavers, benches, trash cans, curbs, trees, planters, signs, light poles, etc.)
2. All brick paver areas (roadways, parking areas, and sidewalks) shall be serviced with equipment that utilizes a rubber blade for contact with the surface, or shall be accomplished with small hand operated equipment such as walk behind snow throwers.
3. Roadways shall be cleared of snow completely from curb to curb.
4. Care shall be taken so that no residential driveways or public sidewalk crossing shall be blocked by an amount of snow greater than the windrow of the average roadway profile.
5. There is to be no excessive mounting of snow at the corners higher than the normal windrow.
6. Snow shall be completely removed from all noted parking areas and hauled to a designated staging location for later removal by the Village.
7. Snow shall be removed completely from all noted walkways.
8. No snow shall be blown, placed, or moved upon any planter bed, tree pit, or other area containing plants.
9. Walkways (particularly on Main St. between Washington St. and Algonquin Rd.) where there is no parkway turf area shall have snow and hauled to a designated staging location for later removal by the Village.
10. Roadways and non-brick paver parking areas shall be treated with deicing materials by the Village during the event at the request of the contractor (typically upon substantial completion of removal operations).
11. Brick paver roadway and parking areas, walking surfaces, including sidewalks and ADA ramps, shall be lightly and completely treated with deicing materials provided by the contractor. Deicing material shall be calcium magnesium acetate or urea, as approved by the Village.

Type of Operation: Depending on snowfall conditions, the following snow removal operations will be initiated at all snow removal locations:

- **Operation #1:** For an accumulation in excess of 1 inch and less than 5 inches of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 12 hours after the clearing operation has begun.
- **Operation #2:** For an accumulation in excess of 5 inches and less than 9 inches of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 12 hours after the clearing operation has begun.
- **Operation #3:** For an accumulation in excess of 9 inches or more of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 18 hours after the clearing operation has begun.

Depth of snow accumulation is measured at the time each plowing operation commences. It is not the total accumulation of snow at the end of the storm.

If stored snow within the cul-de-sacs reaches an undesirable height as determined by the Village, the contractor may be required to load and haul snow to a designated location and will be paid in accordance with the hourly equipment rental rates noted on the Bid Sheet for Operation #3.

Method of Payment: All charges for snow removal will start when equipment begins operation in the designated cul-de-sacs and end when the operation is complete. No separate charge for transportation of equipment, downtime, repair or maintenance to or from the site, will be allowed.

The contractor shall be paid on the basis of number of complete clearing passes of all snow and ice locations for Operations #1 and #2 as described in Type of Operation above. Supervision shall be included in the cost per clearing pass.

The contractor shall be paid an hourly rate basis for Operation #3. The contractor shall submit an hourly cost for each piece of equipment on the equipment list (the hourly rate should include the cost of the operator) in the space provided on the Bid Sheet. Supervision, equipment operators and labor shall be included in all hourly rates.

Exceptions: Any exceptions to these specifications shall be noted on the Exceptions Sheet and included with the bid submittal.

Liquidated Damages: Time is of the essence to the contract. Should the contractor fail to complete the work within the specified time stipulated in the contract, or within such extended time as may have been allowed, the contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deduction. Costs are incurred not as a penalty, but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by the schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the contractor of the work. The liquidated damage amount specified will accrue and be assessed until completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Deduction for each hour of overrun in contract time: \$750/hour

Bid Sheet

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue (65ILCS 5/11-42.1-1).

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

Company Name: NILCO INC.

Operation #1 Complete Clearing
Excess of 1 inch and less than 5 inches of snow accumulation

1. Cost per 1 complete clearing of all locations (lump sum): \$ 6,379
2. Estimate of 15 events times the lump sum cost above: \$ 95,685

Operation #2 Complete Clearing
Excess of 5 inches and less than 9 inches of snow accumulation

3. Cost per 1 complete clearing of all locations (lump sum): \$ 8,742
4. Estimate of 4 events times the lump sum cost above: \$ 34,968

Total Cost of Operations #1 & 2 (add lines 2 and 4 above) \$ 130,653

**Operation #3 Complete Clearing
Hourly Equipment Rate
9 inches or more of snow accumulation Loading/Hauling**

NOTE hourly rate includes equipment, operator and labor costs

Skid Steer Loader	\$ <u>115</u> per hour
4x4 Pick Up Truck	\$ <u>85</u> per hour
Dump Truck w/Plow (min. 25,000 GVW)	\$ <u>115</u> per hour
Dump Truck Only (min. 25,000 GVW)	\$ <u>100</u> per hour
4WD End Loader Rubber tired (min. 76HP/1.5CY bucket or plow)	\$ <u>365</u> per hour
Semi-Trailer Truck	\$ <u>N/A</u> per hour
Gradall (if necessary)	\$ <u>N/A</u> per hour

Is required equipment owned, leased or financed? Owned Leased Financed

If leased, have you included a copy of your lease agreement? Yes No

Attachment A

Downtown

Parking Areas & Parks

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Towne Park Lot (West end of Washington St.) |
| <input type="checkbox"/> | Historic Village Hall |
| <input type="checkbox"/> | Municipal
Lot |
| <input type="checkbox"/> | Cornish Park |
| <input type="checkbox"/> | Riverfront
Park |

Streets (Including On-Street Parking Areas)

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Main St. (Algonquin Rd. South to Route 31) |
| <input type="checkbox"/> | Harrison St. (from Washington St. to North End of Riverfront Park) |
| <input type="checkbox"/> | Washington St. (from Towne Park to South Harrison St.) |
| <input type="checkbox"/> | Edward St. (from Main St. to North Harrison
St.) |
| <input type="checkbox"/> | Front St. (from Main St. to North Harrison St.) |
| <input type="checkbox"/> | Jefferson St. (from Towne Park to Railroad St.) |
| <input type="checkbox"/> | Railroad St. |

Sidewalks

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Main St. (Both sides from Route 31 South end to last homes on North Main St.) |
| <input type="checkbox"/> | Harrison St. (Both sides from Washington St. to North End of Riverfront
Park) |
| <input type="checkbox"/> | Washington St. (from Towne Park to South Harrison St.) |



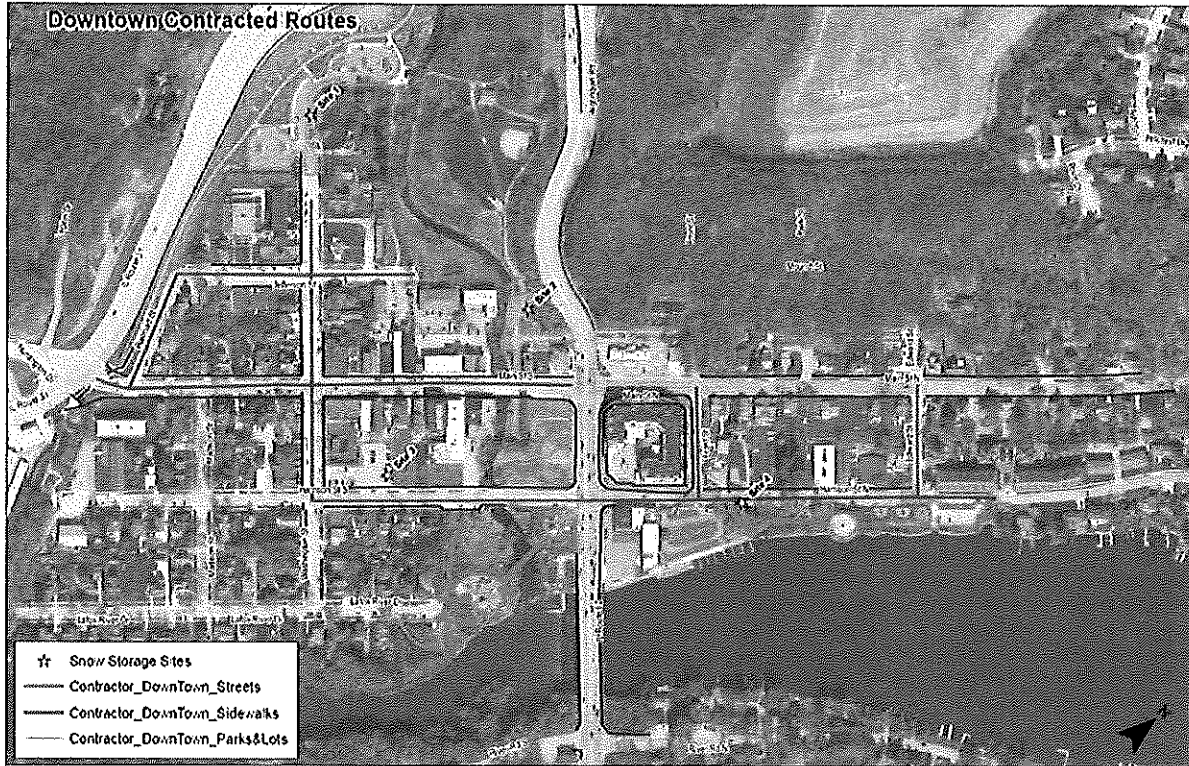
Algonquin Rd. from Main St. to River Rd. (Include N. River Rd west side from 62 to first property)



Front St. (South side from Main St. to North Harrison St.)



Jefferson St. (from Harrison St. to the ends of the church properties, both sides)





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 17, 2021

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Phase 1&2 Engineering Services – High Hill Subdivision*

Attached you will find a copy of an agreement with Strand Associates, Inc. for phase 1&2 engineering services for High Hill subdivision street improvement project in the amount of \$187,848.33. The work in the High Hill Subdivision will involve curb and driveway patching, minor drainage system repairs and pavement resurfacing and repair.

Funding for the project will come out of the Street Improvement Fund. \$125,000.00 was budgeted in this fiscal year to complete the engineering. This was underbudgeted due to several contributing factors. Firstly, we had to rebalance the expenditures in the 5-year plan and had to push this project forward by a year which required both phase 1&2 engineering to be completed in the same fiscal year. This increased the price of the professional service. Secondly, when we began to scope out the project, we added several storm sewer flooding issues to the design in order to correct some problems in the Jester and lower Kirkland Drive areas. There was also some additional bike path work added that was not originally anticipated.

Money for the overage in price will come out of the Scott Street area construction project. We saved over \$300,000 on the price of this from what was budgeted.

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 phase 1&2 engineering services for the High Hill Subdivision project to Strand Associates, Inc. for \$187,848.33.

VILLAGE OF ALGONQUIN PURCHASE ORDER AGREEMENT - CONSULTANT (Services)

Effective Date: August 17, 2021

Purchase Order Agreement No. N/A

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 Services and Compensation and Schedule B - Insurance .**

No additional or contrary terms stated in the Vendor's acknowledgment or other response shall be deemed a part of this Agreement.

Project: Village of Algonquin, Professional Consulting Services For High Hills Road Imprv Engineering	Location: Village of Algonquin
Originating Department: Village of Algonquin Public Works	
Owner	Consultant
Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Michele Zimmerman, Assistant Public Works Director Phone: 847-658-2754, ext. 4401 Email: mzimmerman@algonquin.org	Name: Strand Associates, Inc. Address: 1170 S. Houbolt Road Joliet, IL 60431 Contact: Marc Grigas Phone: 815-744-4200 Email: marc.grigas@strand.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.*, which 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 fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

COST OF SERVICES: The Contract Price of the Services under this Agreement is:

Lump Sum: _____ Other: _____ **X Unit Price as set forth below: \$187,848.33**

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
\$187,848.33	1	Professional Consulting Services for Engineering Design	\$187,848.33

Unless otherwise specified, the Scope of the Services and Contract Price are for the duration of Project.

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The completion date, if any, is June 30, 2022.

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.

Strand Associates, Inc. _____ (Consultant):

VILLAGE OF ALGONQUIN

By: _____
 Its: _____
 Dated: _____

By: _____
 Its: _____
 Dated: _____

**VILLAGE OF ALGONQUIN
STANDARD TERMS AND CONDITIONS - CONSULTANT**

- 1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Consultant'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 Services hereunder, and in any event, shall be deemed accepted in its entirety by Consultant 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. Qualifications:** Consultant represents to the Owner that it is fully experienced and properly qualified to perform the Services provided for herein, and that it is properly equipped, organized and financed to handle such Services. Consultant 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 negligent act or representations of Consultant, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant is solely responsible for its own and its employees' activities in the performance of the 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 Consultant's, or Consultant's consultant's, safety on or about the jobsite.
- 5. Amendments:** No claim by Consultant that any instructions, by drawing or otherwise, constitute a change in Consultant's performance hereunder, for which Consultant should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant shall have received a written amendment to this Agreement authorizing such performance signed on behalf of the Owner and Consultant 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 Services performed or furnished by Consultant. Notwithstanding any prior inspection or payment, Services are 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 obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the written mutual consent of the Parties.
- 8. Payment:** The Owner will make partial payments to the Consultant in accordance with **Schedule A** for services performed under this Purchase Order Agreement. Provided, however, in no event shall the Owner be obligated to pay Consultant any sum that exceeds the Contract Price absent a written amendment executed by the Owner. Consultant shall invoice Owner monthly on an hourly rate basis plus expenses as set forth in the attached Schedule A. Each invoice shall be in a form acceptable to the Owner and shall detail the dates worked, services performed, and where applicable, reimbursable expenses reasonably and directly incurred for such services. Consultant shall only be reimbursed for expenses shown on the attached Schedule A. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices approved and in compliance with this Agreement shall be paid by the Owner 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 A the terms of Schedule A take precedence.
- 9. Consultant Obligations:** Consultant will perform the services included in the Scope of Services (Schedule A) in accordance with the standard of care 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 Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, as well as any additional requirements in the Schedules made a part of this Agreement.

10. Insurance:

10.1 Consultant shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its services and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its applicable insurance policies for Consultant operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule B** (Village of Algonquin Purchase Order **Insurance Requirements**) attached to this Agreement. Consultant 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 requested 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 Breach of this Section 10 is a material breach of this Agreement and shall subject this Agreement to immediate termination by Owner at Owner's discretion.

11. Indemnity: Consultant hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, reasonable 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 Consultant, its agents, employees, subconsultants, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant, 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 Consultant under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Consultant as an employer which limit the amount of Consultant's liability to the Owner to the amount of Consultant's liability in contribution or otherwise under any workers compensation, disability benefits or employee benefit acts.

12. Termination; Force Majeure: In the event of a termination pursuant to the terms of this Agreement, Consultant shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant be entitled to any additional compensation or damages in connection with a termination hereunder. 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: Consultant shall, at the discretion of the Owner and at the expense of Consultant, undertake or re-do any services furnished or performed by Consultant that are not in accordance with the standard of care. In the event Consultant fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing or obtaining such re-do services, 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.

14. Compliance with Laws: During the performance hereunder, Consultant agrees to give all notices and comply with all laws and regulations of the United States and/or the State of Illinois applicable to the performance of the Services, 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 Consultant's compliance with any laws or regulations. Unless otherwise specifically provided in this Agreement, Consultant shall comply with laws or regulations directly regulating Consultant services and the Owner shall comply with all laws or regulations imposed upon it.

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: Consultant 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 Consultant and the results thereof. Consultant 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 three (3) years after completion of the services, and such records shall be subject to audit by Owner upon reasonable advance notice to Consultant on a mutually agreed date and time.

17. **Tobacco Use:** Consultant, 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.

19. **Limitation of Liability; Third Party Liability:** Unless otherwise specifically provided for in this Agreement, 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 subagreement 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 Consultant 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 to 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 A to Village of Algonquin
Purchase Order Agreement No. _____

Scope of Services and Compensation

VOA: _____

EEL: _____



Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200

July 28, 2021

Mr. Robert G. Mitchard, P.E., Public Works Director
Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102

Re: Engineering Services
High Hills Subdivision Roadway Improvements

Dear Mr. Mitchard:

This Proposal presents Strand Associates, Inc.®'s (Consultant) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the Village of Algonquin, Illinois (Owner) for the High Hills Subdivision Roadway Improvements.

Project Understanding

Planning and design will be provided by Consultant and subconsultant for improvements to select streets within the High Hill Subdivision. The streets include Winchester Drive, Jester Lane, Majestic Drive, Hartley Drive, Crofton Drive, Westbury Drive, Regan Lane, Kirkland Drive, Southwick Drive, Crofton Drive, Bristol Drive, Regal Court, and Sussex Lane for an approximate total length of 2.9 miles. The streets will include full-depth pavement reclamation. All existing curb ramps that have a designated crosswalk and connecting curb ramp will be removed and replaced. Curb ramps at intersections with Harnish Drive will be improved as part of a separate contract. Existing curb ramps without connectivity will be removed. Additional curb ramps will not be added. Geometric revisions and drainage improvements at the Sussex Lane cul-de-sac will be designed and permitting assistance provided. The existing multiuse path on the east side of Kirkland Drive will be removed and replaced for 275 feet. Approximately 500 feet of select locations on the existing multiuse path in the High Hill Nature Preserve will be removed and replaced with turf. Sidewalk and curb and gutter between intersections will be removed and replaced according to Owner's direction and quantities provided. Owner shall perform inspection of existing storm sewer structures, sanitary sewer manholes, and water valve vaults, and provide Consultant a list of the improvements for each structure.

This project will be locally funded.

Scope of Services

Proposed services can be described as follows.

Administration

1. Track project schedule, budget, and task completion by project managers.
2. Develop subconsultant agreements and track project schedule, budget, and delivery of services.

MAG:df6\R\JOL\Documents\Agreements\A\Algonquin, IL\High Hills Rdwy Imps 2021\Agr\P210.323.Prpsl.docx

Mr. Robert G. Mitchard, P.E., Public Works Director
Village of Algonquin
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3. Communicate with Owner for the duration of the project.

Agency Meetings and Communication

1. Prepare and attend one kickoff meeting with Owner.
2. Prepare and attend two progress meetings with Owner.
3. Call in a J.U.L.I.E. design stage ticket for utility locates.
4. Prepare and mail letters and existing plan view drawings to up to six private utility companies to obtain existing utility information.
5. Prepare and mail letters and drawings to utility companies regarding potential conflicts.

Data Collection

1. Obtain public and private utility atlases.
2. Obtain existing data from Owner including geographic information system (GIS), utility information, and as built drawings.
3. Prepare a photographic log of the existing conditions of the project corridor.

Topographical Survey

1. Develop a base map using MicroStation and Geopak.
2. Provide surveying services through a subconsultant, Claassen, White, and Associates, P.C.
 - a. Set horizontal control referenced to National Geodetic Survey (NGS) North American Datum (NAD) 83 (2011) state plane coordinates in accordance with real-time kinematic (RTK) global positioning system (GPS) methods. Check into nearest NGS monument.
 - b. Set vertical control in accordance with North American Vertical Datum 88 in accordance with above RTK GPS control points and digitally level. Set 22 site benchmarks (one per intersection or site).
 - c. Survey approximately 21 intersections for American with Disabilities Act (ADA) design.
 - d. Survey approximately 25 feet beyond each intersection or crosswalk location at corners noted (46 ADA corners).
 - e. Provide a full topographical survey of Kirkland Drive, the bike path, and other features from Majestic Drive to Jester Lane. Storm structures and data sheets will be provided for this area.

Mr. Robert G. Mitchard, P.E., Public Works Director
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- f. Prepare a MicroStation base map file that includes the edge of pavement, back of curb, driveways, and walks based on measurements in the field and aerial photography. Connect lines with all surveyed intersections and utilities for a seamless CADD file.

Permitting

1. Conduct a site visit at the end of the Sussex Lane cul-de-sac and collect wetland sampling data for four to five data points in accordance with the 1987 United States Army Corps of Engineers (USACE) Wetland Delineation Manual and the 2012 Midwest Regional Supplement.
2. Prepare a wetland delineation summary letter with floristic quality assessment and six resource mapping or data attachments.
3. Prepare an Illinois Environmental Protection Agency (IEPA) Notice of Intent.
4. Prepare and submit a Joint Permit application.
5. Prepare a Storm Water Pollution Prevention Plan.
6. Prepare and submit a Section 404 Regional Permit application to USACE Chicago District. It is anticipated wetland impacts will be less than 0.10 acre and will not require mitigation.
7. Prepare and submit an IEPA Section 401 Water Quality Certification permit application.
8. Prepare and submit a McHenry County Stormwater Permit application.
9. Prepare and submit an Illinois Department of Natural Resources Ecological Compliance Assessment screening.

Geotechnical Engineering

Review the roadway geotechnical report provided by Owner.

Preliminary Design

1. Design 275 feet of replacement bike path on the east side of Kirkland Drive.
2. Prepare turning template exhibits for the Sussex Lane cul-de-sac and design revised geometry. Design proposed storm sewer and structures at the end of the Sussex Lane cul-de-sac to provide positive stormwater flow into the creek.
3. Design sidewalk curb ramps for up to 46 corners at intersections. Sidewalks will be replaced a maximum of 15 feet leading up to the level landing. Intersection surface elevations and curb and gutter longitudinal slopes will not be revised.

Mr. Robert G. Mitchard, P.E., Public Works Director
 Village of Algonquin
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- Review sidewalk curb ramps that do not meet Americans with Disabilities Act (ADA) and Public Right-of-way Accessibility Guidelines requirements to the extent possible and submit to Owner’s ADA coordinator for further direction.

Drawings

- Provide the following drawings:

Drawing Name	No. of Drawings
Cover Drawing and Index of Drawings	1
General Notes and Standards	1
Summary of Quantities	1
Typical Sections	2
Schedule of Quantities	3
Alignment, Ties, and Benchmarks	4
Existing Conditions, Removal, and Utility Plan Drawings	1
Proposed Roadway Plan	2
Bike Path Plan and Profile	1
Sidewalk Curb Ramp Details	23
Sussex Lane - Cul-De-Sac Pavement Details	1
Owner Details	8
IDOT District One Details	5
Bike Path Cross Sections	9 cross sections

- Show alignment, ties, horizontal control points, and vertical benchmarks.
- Prepare drawings at 1:20 scale that show proposed roadwork, removal items, pavement markings, and utility work.
- Prepare cross sections every 50 feet and at entrances for bike path.

Front End, Special Provisions, and Opinion of Probable Construction Cost (OPCC)

- Prepare front end documents and technical specifications provided by Owner. Provide supplemental special provisions as necessary. Owner’s front end documents shall require the contractor to name Consultant as an additional insured on its General Liability and Automobile Liability policies and to indemnify Consultant in the same manner as Owner.
- Prepare and submit prefinal and final front end, special provisions, and OPCC.

Quality Assurance and Quality Control (QA/QC)

Conduct a QA/QC review prior to each submittal and throughout the project as needed. QA/QC review will be implemented in accordance with Consultant’s QA/QC procedures.

Mr. Robert G. Mitchard, P.E., Public Works Director
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Submittal Process

1. Submit 75 percent preliminary drawings to Owner.
2. Incorporate Owner's 75 percent preliminary drawings review comments, as appropriate.
3. Submit 95 percent prefinal drawings, front end, specifications, and OPCC concurrently to Owner, jurisdictional permitting agencies, and private utility companies.
4. Incorporate 95 percent prefinal drawings, specifications, and OPCC comments from Owner and jurisdictional permitting agencies, as appropriate.
5. Submit final documents concurrently to Owner, jurisdictional permitting agencies, and private utility companies.

Bidding-Related Services

1. Answer questions from respective bidders.
2. Prepare one addendum, if necessary.
3. Prepare for and attend one bid opening.
4. Tabulate bid results.
5. Prepare up to three Construction Contracts for signature.

Owner's Responsibilities

1. Evaluate existing storm sewer, sanitary sewer, and water main with associated structures and provide improvements and quantities to be incorporated into the Contract Documents.
2. Evaluate existing curb and gutter and sidewalk, excluding curb ramp locations, and provide removal and replacement quantities to be incorporated into the Contract Documents.
3. Provide available public utility information, as built drawings, and GIS data for project area.
4. Provide a roadway geotechnical report with boring and pavement core results, pavement structure recommendations, Clean Construction Demolition Debris testing results, and IEPA LPC form.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

Mr. Robert G. Mitchard, P.E., Public Works Director
Village of Algonquin
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1. Additional Site Visits and/or Meetings: Additional Owner-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with Owner.
2. Archaeological or Botanical Investigations: Consultant will assist Owner in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate proposal with Owner.
3. Construction-Related Services: Construction-related services for the project will require a separate proposal with Owner.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with Owner.
5. Geotechnical Engineering: Geotechnical engineering information shall be provided through Owner and Owner's geotechnical consultant.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to Owner for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate proposal with Owner.
7. Preparation for and/or Appearance in Litigation on Behalf of Owner: This type of Service by Consultant will be provided through a separate proposal with Owner.
8. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: Consultant's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction is not included in the scope of this Proposal. Service of this type by Consultant will be provided through a separate proposal with Owner.
9. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Proposal.
10. Services Furnished During Readvertisement for Bids, if Ordered by Owner: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through a separate proposal with Owner.
11. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate proposal with Owner.

Mr. Robert G. Mitchard, P.E., Public Works Director
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Compensation

Owner shall compensate Consultant for Services on an hourly rate basis plus expenses an estimated fee of \$187,848.33. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by Owner but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Consultant's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon receipt of a purchase order, which is anticipated the week of August 30, 2021. Services are scheduled for completion on June 30, 2022.

Standard of Care

The Standard of Care for all Services performed or furnished by Consultant under this Proposal will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Proposal or otherwise, in connection with Consultant's Services.

Owner's Responsibilities

1. Assist Consultant by placing at Consultant's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to Consultant, as required by Consultant for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by Owner relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which Consultant may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for Consultant to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform Services under this Proposal.

Mr. Robert G. Mitchard, P.E., Public Works Director
Village of Algonquin
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5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Consultant and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Consultant's performance.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by Consultant are supplied for Owner's general guidance only. Consultant has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

Changes

1. Owner may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Consultant's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by Consultant will be furnished without the written authorization of Owner. The fee established herein will not be exceeded without agreement by Owner but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of IEPA requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

Extension of Services

This Proposal may be extended for additional Services upon Owner's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Data Provided by Others

Consultant is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through Owner, contractor, or others to Consultant and where Consultant's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Mr. Robert G. Mitchard, P.E., Public Works Director
Village of Algonquin
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Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either Owner or Consultant. Consultant's services under this Proposal are being performed solely for Owner's benefit, and no other party or entity shall have any claim against Consultant because of this Proposal or the performance or nonperformance of services hereunder. Owner and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between Owner and Consultant arising out of or relating to this Proposal or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Terms and Conditions

The terms and conditions of this Proposal will apply to the Services defined in the **Scope of Services**. Owner-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 815-744-4200 extension 3160.

Sincerely,

STRAND ASSOCIATES, INC.®



Marc A. Grigas, P.E.

SCHEDULE C to Village of Algonquin

Insurance Requirements – Consultant Services

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 Consultant:

1. **Workers Compensation.** Consultant shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Consultant shall provide commercial general liability insurance to cover the liabilities of Consultant, its affiliates, independent contractors, and subconsultants, arising out of the Consultant'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. This insurance, including insurance provided under a commercial umbrella policy, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, the Owner.
 - a. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to the Owner, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Consultant shall provide the Owner with immediate notice of any cancellation. Consultant shall provide evidence of such insurance, in the form of an insurance certificate, prior to commencement of the Work or services under this Agreement.
 - b. Additional Insured. Such insurance shall name the 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. Consultant waives all rights against the 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. Consultant shall obtain a subrogation waiver in favor of the Owner from its insurer.
 - d. Continuing CGL Coverage. Consultant shall maintain commercial general liability insurance for at least three (3) years following the earlier termination or the completion of this Agreement or the completion of the Work or services under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Consultant shall provide business auto liability insurance to cover the liabilities of Consultant, its affiliates, independent contractors, and subconsultants, arising out of Consultant'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. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Consultant waives all rights against the 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 Consultant this Agreement or under any applicable auto physical damage coverage.
4. **Professional Liability Insurance.** Consultant shall obtain professional liability insurance for claims arising from its performance of professional services under this Agreement, which shall be written for not

less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate. Such insurance shall include prior acts coverage sufficient to cover all services rendered by the Consultant's sub-consultants. This coverage shall be continued in effect for two years after the completion of its services.

Evidence of Insurance.

1. Consultant shall furnish the 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 the Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.
3. The Owner shall have the right, but not the obligation, to prohibit Consultant 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 the Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow the Owner to immediately terminate this Agreement at the Owner's option.
5. If Consultant fails to maintain the insurance as set forth herein, the Owner shall have the right, but not the obligation, to purchase said insurance at Consultant'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 the Owner when requested.
7. Consultant shall provide the Owner with thirty (30) days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Consultant shall provide certified copies of all insurance policies required above within ten (10) days of the 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, the Owner does not represent that coverage and limits will necessarily be adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability at law and/or under the indemnities provided to the Owner in this Agreement.
2. Cross-Liability Coverage. If Consultant'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 Consultant under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subconsultant's Insurance. Consultant shall cause each affiliate of, and independent contractor and subconsultant employed by, Consultant to purchase and maintain insurance of the type specified in this Schedule, and to comply with the requirements of this Schedule. When requested by the Owner, Consultant shall furnish to the Owner copies of certificates of insurance evidencing coverage for each affiliate, independent contractor or subconsultant.

VOA: _____

_____ :



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: *September 7, 2021*

TO: *Tim Schloneger Village Manager*

FROM: *Vince Kilcullen General Services Superintendent*

SUBJECT: *Cul-De-Sacs and Eyebrows Snow Plowing Contract*

Attached is the contract for Cul-De-Sacs and eyebrows snow and ice removal for the 2021 – 2022 season, with an option to renew for two additional seasons.

The Village has contracted snow and ice removal in Cul-De-Sacs and Eyebrows for a number of years, due to the intricate nature and time involved in snow and ice removal in Cul-De-Sacs and Eyebrows. Langton Group, out of Woodstock, Illinois has been performing this service for the past three seasons. Since they have been doing this they have now become very familiar with the process and the Village standards for snow and ice removal in Cul-De-Sacs and Eyebrows.

Based on this experience the Village would like to renew our contract with Langton Group. We believe we will get the best service from this contractor as they are already familiar with our requirements, routes, and we don't have to go through the process of training and hand holding a new company.

We ask that the board motion to authorize the Village Manager or his designee to execute this contract with Langton Group, for snow and ice removal in Cul-De-Sacs and Eyebrows in the amount of \$214,696.84 for the fiscal year 2021 – 2022 and further authorize the Village Manager or his designee to sign an extension to said contract for fiscal year 2022 – 2023, and 2023 – 2024, in an amount not to exceed 3% of the previous year's contract price.

Village of Algonquin Snow Removal: Cul-de-Sacs & Eyebrows Detailed Specifications

Intent: The intent of this Bid is to enter into a contract with a qualified contractor to provide the specified snow and ice removal services for cul-de-sacs and eyebrows, located in the Village of Algonquin (hereafter "Village"), including any additional work that may need to be added during the contract year. Bidders will be required to demonstrate their capability through references or by means acceptable to the Village.

This contract will be administered and direction given to the contractor by the Public Works Director or his authorized representative.

Term of Contract: The initial term of this contract shall begin on November 1, 2021 and shall be in effect through April 30, 2022. The Village, however, reserves the right to terminate the same at any time by giving a thirty (30) day notice in writing to the contractor. In the event of such cancellation, the contractor shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

The Village may wish to extend this contract, upon mutual agreement, with two (2) one-year extensions, with the first extension going from November 1, 2012 to April 30, 2023; and the second extension going from November 1, 2023 to April 30, 2024, upon written notice of the Village of its intention to exercise this option.

A one (1) time economic adjustment per contract year of 3%, based on the previous year's contract price, shall be allow upon each renewal. The initial contract places no obligation on the Village to appropriate funds beyond the initial term of the contract and contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the Village for this work.

The Village reserves the right to add or delete from the bid as required. No adjustments in bid prices or additional compensation will be made for decreases in the quantities or services from the bid.

Scope of Work: The scope of work consists of furnishing all labor and snow removal equipment to maintain traffic and pedestrian flow in all designated snow removal locations at all times which will include 24-hour service on weekends, Saturdays, Sundays, and Holidays.

Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.

The contractor shall provide snow removal on all sites listed on Attachment A. The contractor may be called upon to haul snow from these areas when conditions warrant the removal and hauling of snow.

Qualification of Bidder: As evidence of experience and work performance, the bidder must supply with their bid a reference list of previous municipal snow removal experience, and present an anticipated contractual workload, which will verify the bidder's qualifications to perform under the terms of this contract.

Equipment: The bidder shall submit with their bid a list of company labor and equipment, including minimum staffing number (persons), equipment types and model numbers, and plow sizes, available for specific assignment to this job.

Please also list additional equipment available in the event of a heavy snowfall (such as graders, end loaders (include bucket capacity), dump trucks, etc.

Proof of possession of all required equipment, and proof of insurance coverage, is required prior to award of contract. Submittals shall indicate whether the equipment is owned, leased, or financed. Should the equipment be leased, submittals shall include a copy of the lease agreement. All equipment must be available for use throughout the term of the contract, as need is determined by the Village.

Protection of Public and Private Property: The contractor shall exercise all necessary caution to protect all public and private property from injury or damage caused by the contractor's operations.

The contractor shall assume responsibility for all damage to property (including curbs, parkway trees, grass area, utilities, mailboxes, trash cans, benches, and driveways) caused by equipment used for removal of snow. **All damage shall be the responsibility of the contractor to repair.** A complete list of snow removal locations are included in this document as Attachments A.

Any practice obviously hazardous in the opinion of the Public Works Director, or his designee, shall be immediately discontinued by the contractor upon receipt of either written or verbal notice to discontinue such practice. The Village is not responsible for site safety. The contractor is solely and exclusively responsible for site safety.

Accidents: In the event of accidents of any kind, the contractor shall immediately notify the Director, or his designee, and the Police Department, to secure an accident report, and shall provide a full accounting of all details of the accident. The contractor shall furnish the Village with copies of all reports of such accidents.

Prosecution of Work: The proper timing and use of equipment is essential in maintaining the continuous, expeditious, and safe operation of snow removal. Consequently, it is imperative that all equipment be in good operating condition at all times so as to ensure maximum working efficiency and prevent unnecessary failures. Time is of the essence in arriving at the scene to commence snow removal efforts. To ensure uninterrupted snow removal operations, callouts shall be answered promptly, and extraordinary effort shall be exerted by the contractor to render service.

The contractor shall prosecute the work in the following manner:

- A. The contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified personnel shall be sufficient to respond to emergency calls which may be received at any time. Manpower must be activated and equipment operational at the site within one hour after notification by the Village.
- B. The contractor shall submit, in writing, the name, address and telephone number of the person in its organization to whom instructions may be given by the Director, or his designee, on a 24 hour per day

basis. One designated supervisor in the contractor's organization shall be on the job site and available at all times during snow plowing operations.

- C. The Public Works General Services Division will notify the contractor whenever a storm warning from the Village's weather forecasting service is received stating that a plowable amount of snow (1 inch or more) is forecast. The contractor shall respond by mobilizing all personnel and equipment within a maximum of 1 hour after being notified by the General Services Division.
- D. It shall be the responsibility of the contractor to notify the General Services Division manager when all team members are present and working their assignments, and at the full completion of each operation. A form to verify hours worked and equipment used will be provided by the Village and will be signed by both the contractor and the appropriate Village representative as a prerequisite for payment.
- E. After finishing one complete clearing pass cycle through the snow removal locations, the contractor may be told to start a second complete clearing cycle immediately and to continue snow removal operations depending on weather conditions. The contractor shall be prepared to continue operations, or start up activities again whenever snow accumulates to a depth of 1 inch or more on the paved area.
- F. Snow removal is accomplished by plowing the snow to the curb in the designated cul-de-sacs. Care shall be taken so that no residential driveways or public sidewalk crossing shall be blocked by an amount of snow greater than the windrow of snow through the throat of the cul-de-sac. There is to be no excessive mounting of snow at the corners higher than the normal windrow. The snow shall be carried out to the curb line of the streets.

Type of Operation: Depending on snowfall conditions, the following snow removal operations will be initiated at all snow removal locations:

- **Operation #1:** For an accumulation in excess of 1 inch and less than 5 inches of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 12 hours after the clearing operation has begun.
- **Operation #2:** For an accumulation in excess of 5 inches and less than 9 inches of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 12 hours after the clearing operation has begun.
- **Operation #3:** For an accumulation in excess of 9 inches or more of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 18 hours after the clearing operation has begun.

Depth of snow accumulation is measured at the time each plowing operation commences. It is not the total accumulation of snow at the end of the storm.

If stored snow within the cul-de-sacs reaches an undesirable height as determined by the Village, the contractor may be required to load and haul snow to a designated location and will be paid in accordance with the hourly equipment rental rates noted on the Bid Sheet for Operation #3.

Method of Payment: All charges for snow removal will start when equipment begins operation in the designated cul-de-sacs and end when the operation is complete. No separate charge for transportation of equipment, downtime, repair or maintenance to or from the site, will be allowed.

The contractor shall be paid on the basis of number of complete clearing passes of all snow and ice locations for Operations #1 and #2 as described in Type of Operation above. Supervision shall be included in the cost per clearing pass.

The contractor shall be paid an hourly rate basis for Operation #3. The contractor shall submit an hourly cost for each piece of equipment on the equipment list (the hourly rate should include the cost of the operator) in the space provided on the Bid Sheet. Supervision, equipment operators and labor shall be included in all hourly rates.

Exceptions: Any exceptions to these specifications shall be noted on the Exceptions Sheet and included with the bid submittal.

Liquidated Damages: Time is of the essence to the contract. Should the contractor fail to complete the work within the specified time stipulated in the contract, or within such extended time as may have been allowed, the contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deduction. Costs are incurred not as a penalty, but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by the schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the contractor of the work. The liquidated damage amount specified will accrue and be assessed until completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Deduction for each hour of overrun in contract time: \$750/hour

Bid Sheet

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue (65ILCS 5/11-42.1-1).

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

Company Name: Langston Group

Operation #1 Complete Clearing
Excess of 1 inch and less than 5 inches of snow accumulation

1. Cost per 1 complete clearing of all locations (lump sum): \$ 10,223.64
2. Estimate of 15 events times the lump sum cost above: \$ 153,354.60

Operation #2 Complete Clearing
Excess of 5 inches and less than 9 inches of snow accumulation

3. Cost per 1 complete clearing of all locations (lump sum): \$ 15,335.56
4. Estimate of 4 events times the lump sum cost above: \$ 61,342.24

Total Cost of Operations #1 & 2 (add lines 2 and 4 above) \$ 214,696.84

**Operation #3 Complete Clearing
Hourly Equipment Rate
9 inches or more of snow accumulation Loading/Hauling**

NOTE hourly rate includes equipment, operator and labor costs

Skid Steer Loader \$ 120 per hour

4x4 Pick Up Truck \$ 120 per hour

Dump Truck w/Plow
(min. 25,000 GVW) \$ 163 per hour

Dump Truck Only
(min. 25,000 GVW) \$ 120 per hour

4WD End Loader
Rubber tired
(min. 76HP/1.5CY
bucket or plow) \$ 272 per hour

Semi-Trailer Truck \$ N/A per hour

Gradall (if necessary) \$ N/A per hour

Is required equipment owned, leased or financed? Owned ___ Leased ___ Financed

If leased, have you included a copy of your lease agreement? ___ Yes ___ No

If it is the contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of the bid submittal.

Will you be utilizing a subcontractor? Yes No

If yes, have you included all required information with your bid submittal? Yes No

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that Langston Group (company name) is not barred by law from submitting a bid to the Village for the project contemplated herein because of a conviction for prior violations of either Illinois Compiles Statues, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

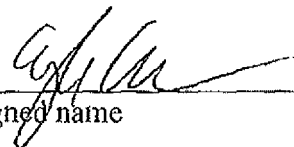
Langston Group (company name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

Langston Group (company name) provides a drug free workplace pursuant to 30 ILCS 580/1, et seq; and that

Langston Group (company name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

Langston Group (company name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Langston Group
Bidder's company name


Signed name

4510 Dean St.
Street address

Kyle Cook - Director of Sales
Print name and title

Woodstock IL 60098
City State Zip Code

kyle.Langstongroup@gmail.com
e-mail address

815-338-2630
Phone number

815-338-2634
Fax number

Date: 9-9-21

Date: _____

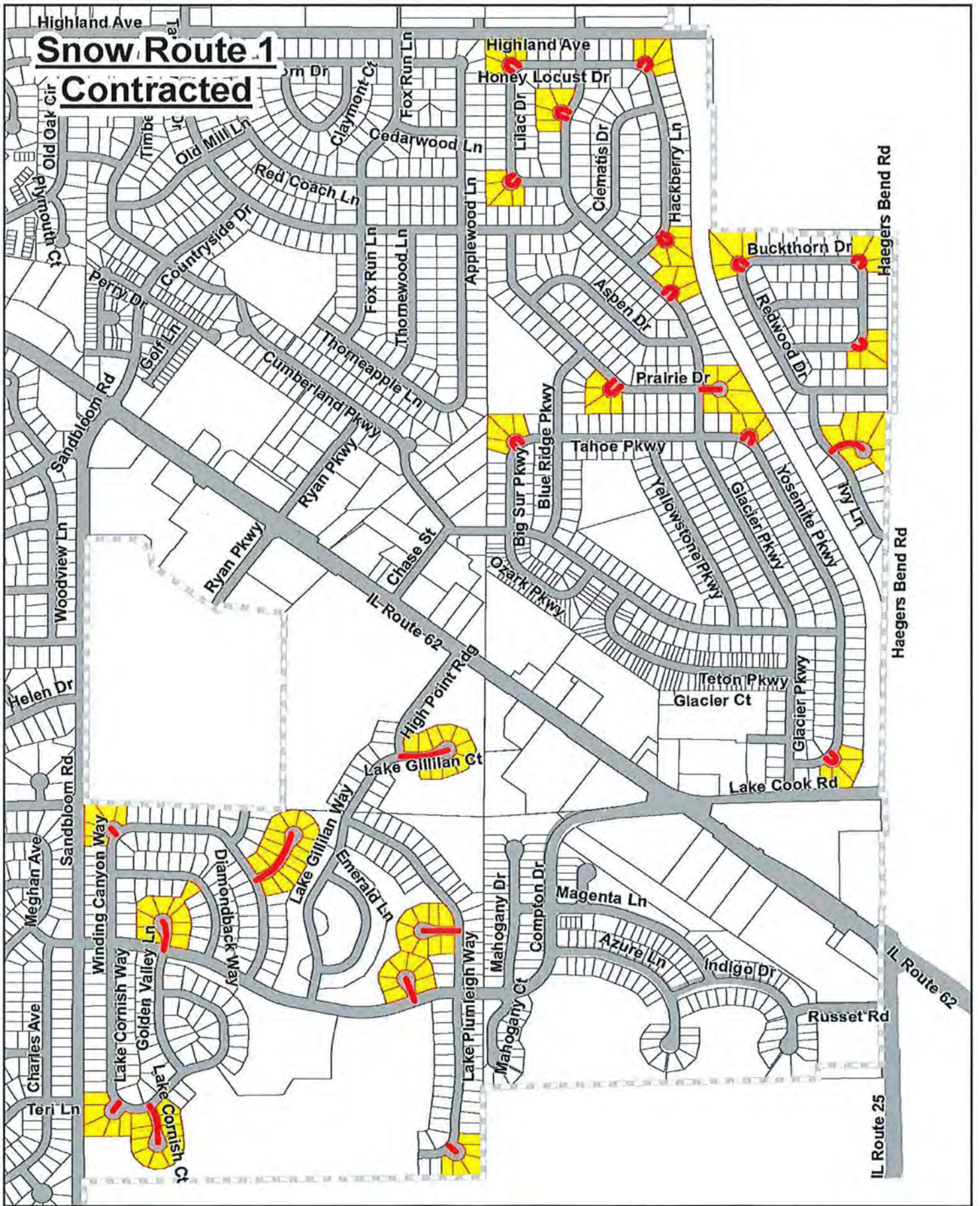
Route #1

Pass 1 Pass 2 Pass 3 Pass 4 Cul-de-Sacs

Pass 1	Pass 2	Pass 3	Pass 4	Cul-de-Sacs
				Glen Oaks Ct.
				Prairie Ct
				Lake Gillilan Ct
				Lake Plumleigh Ct
				Compton Ct
				Winding Canyon Ct
				Golden Valley Ct
				Lake Cornish Ct

Pass 1 Pass 2 Pass 3 Pass 4 Eyebrows

Pass 1	Pass 2	Pass 3	Pass 4	Eyebrows
				Lake Plumleigh Eyebrow 631 to 661
				Lake Cornish Eyebrow 630 to 670
				Lake Cornish Eyebrow 230 to 270
				Honey Locust Eyebrow 1910 to 600
				Honey Locust Eyebrow 2100 to 2110
				Lilac Eyebrow 750 to 760
				Hackberry Eyebrow 841 to 851
				Glacier Eyebrow 610 to 630
				Glacier Eyebrow 1011 to 1031
				Prairie Eyebrow 1120 to 1140
				Tahoe Eyebrow 1210 to 1900
				Tahoe Eyebrow 2230 to 1201
				Yosemite Eyebrow 1641 to 1661
				Magnolia Eyebrow 2311 to 1031
				Magnolia Eyebrow 2350 to 2340
				Redwood Eyebrow 2210 to 900



Date: _____

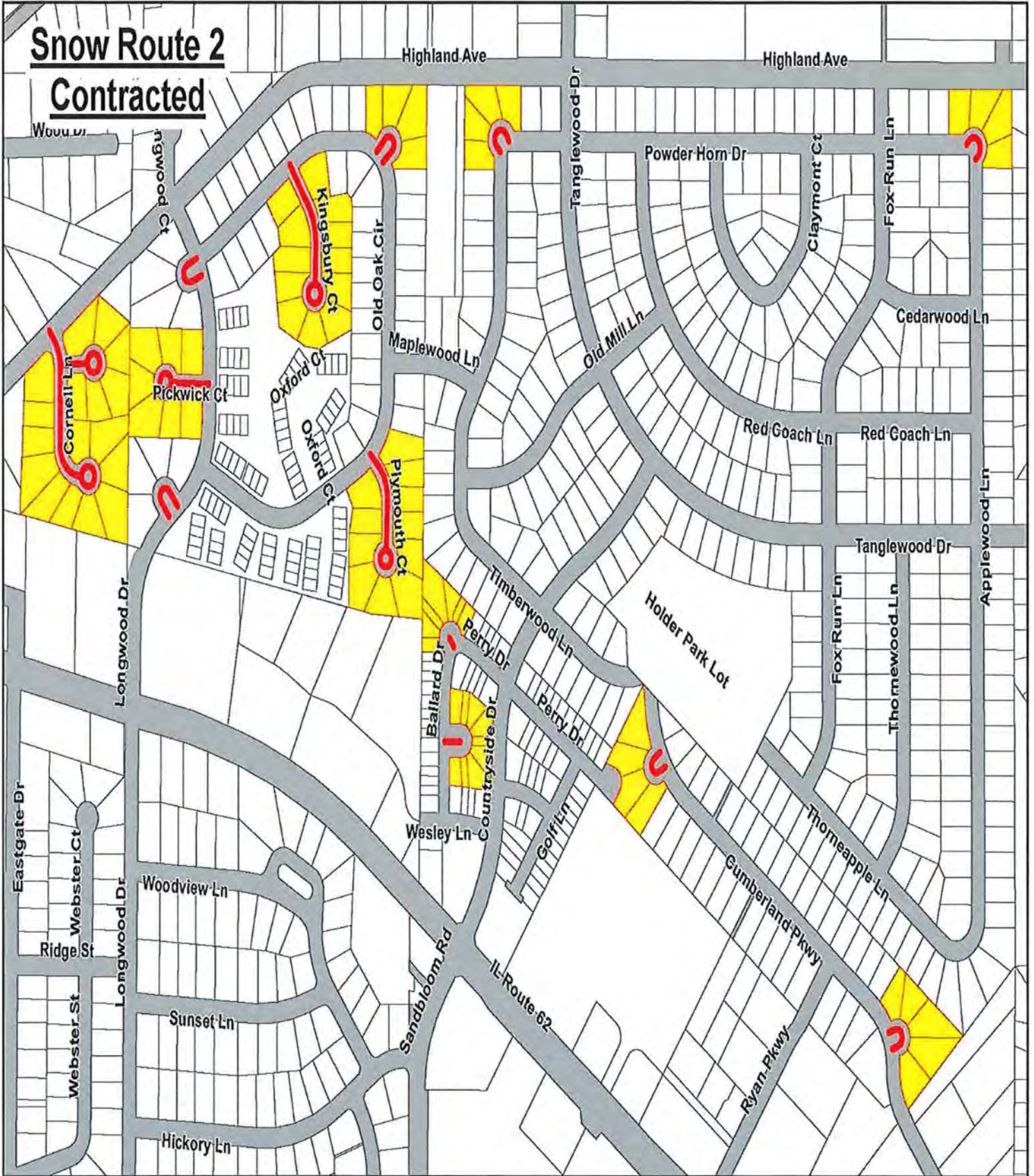
Route #2

Pass 1 Pass 2 Pass 3 Pass 4 Cul-de-Sacs

Pass 1	Pass 2	Pass 3	Pass 4	Cul-de-Sacs
				Cornell Ln (this is a court)
				Olin Ct
				Pickwick ct
				Kingsburry Ct
				Plymouth Ct

Pass 1 Pass 2 Pass 3 Pass 4 Eyebrows

Pass 1	Pass 2	Pass 3	Pass 4	Eyebrows
				Perry Dr Eyebrow 851 to 428
				Ballard Dr Eyebrow 419 to 403
				Longwood Eyebrow 600 to 630
				Longwood Eyebrow 800 to 830
				Old Oak Cir. Eyebrow 550 to 605
				Powder Horn Eyebrow 1210 to 601
				Powder Horn Eyebrow 1750 to 600
				Cumberland Eyebrow 1491 to 1511
				Cumberland Eyebrow 1670 to 1690



Date: _____

Pass 1 **Pass 2** **Pass 3** **Pass 4** **Cul-de-Sacs**

Pass 1	Pass 2	Pass 3	Pass 4	Cul-de-Sacs
				Webster Ct
				James Ct
				Sunshine Ct
				Colonial Ct
				Homestead Ct
				Jennifer Ct
				Susan Ct
				Riverwood Dr Court
				Dana Point Ct



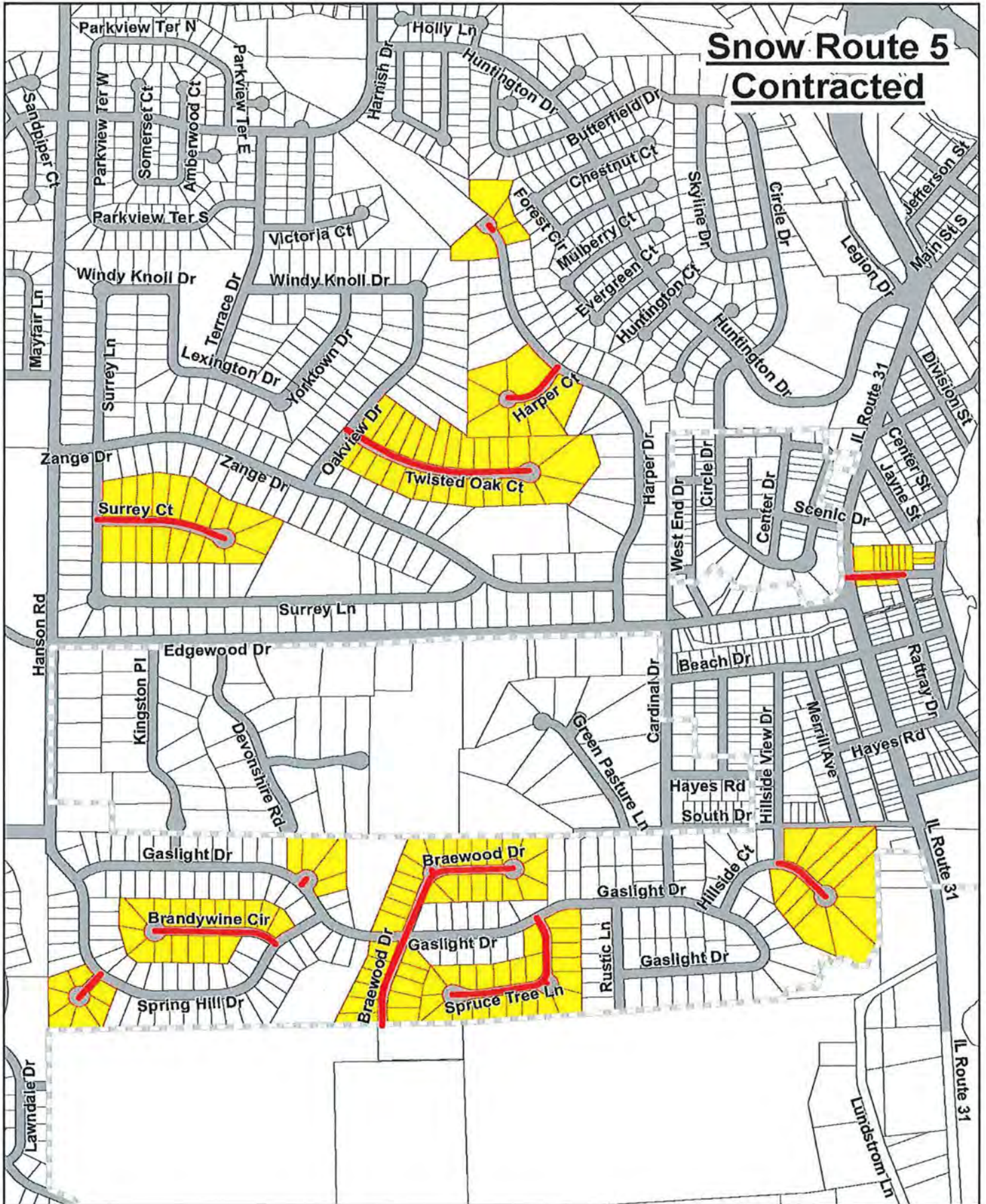
Date: _____

Pass 1 Pass 2 Pass 3 Pass 4 Cul-de-Sacs

Pass 1	Pass 2	Pass 3	Pass 4	Cul-de-Sacs
				Filip Rd Court
				Harper Dr Court 400 To 315
				Harper Ct
				Surrey Ct
				Twisted Oak Ct
				Hampton Ct
				Brandywine Cir
				Braewood Dr both sides of Gaslight Dr
				Spruce Tree Ln all
				Hillside Ct

Pass 1 Pass 2 Pass 3 Pass 4 Eyebrows

Pass 1	Pass 2	Pass 3	Pass 4	Eyebrows
				Gaslight Dr Eyebrow 1020 to 1120



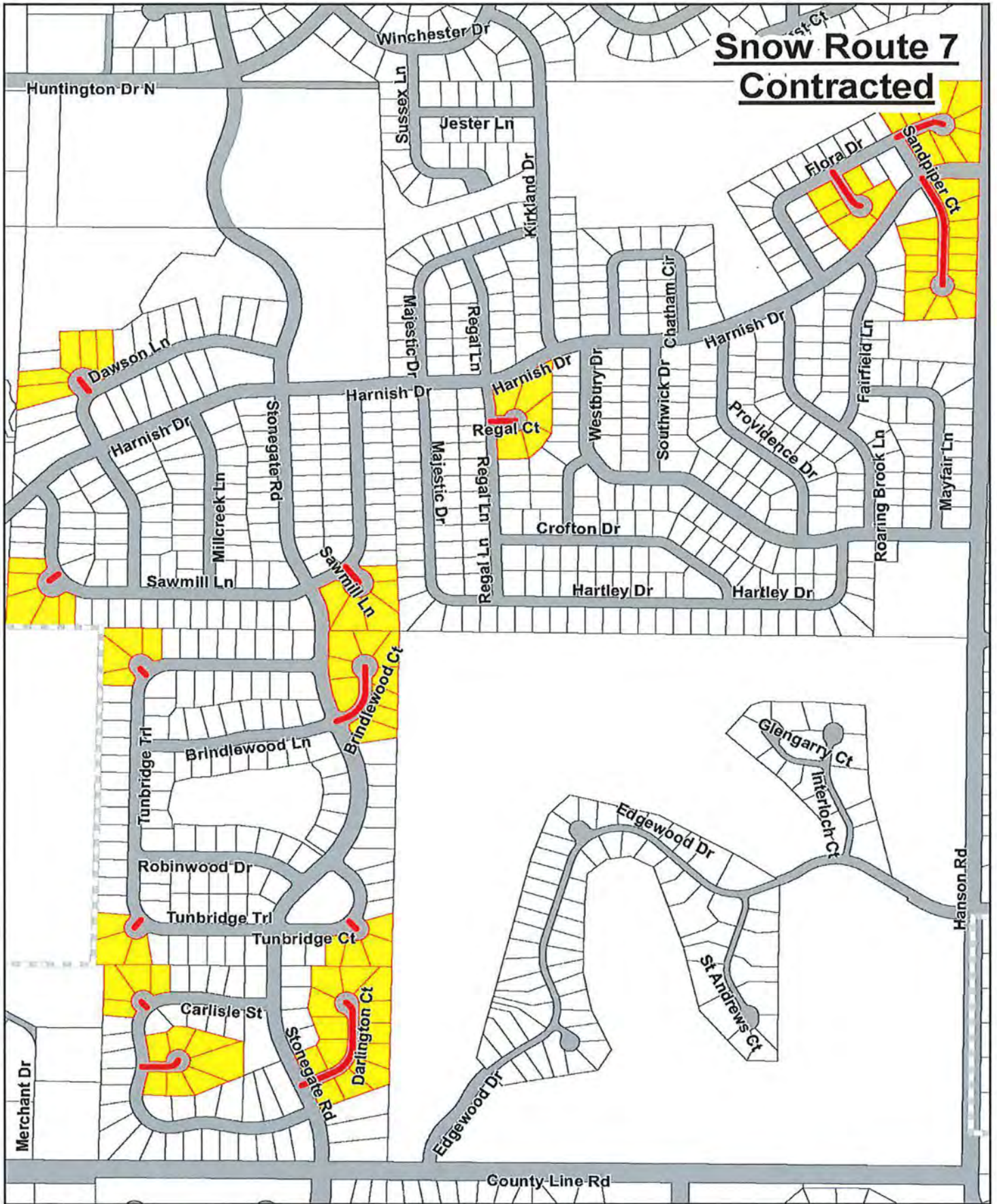
Date: _____

Pass 1 Pass 2 Pass 3 Pass 4 Cul-de-Sacs

Pass 1	Pass 2	Pass 3	Pass 4	Cul-de-Sacs
				Darlington Ct
				Burnham Ct
				Brindlewood Ct
				Regal Ct
				Sutcliff Ct
				Flora Ct
				Sandpiper Ct

Pass 1 Pass 2 Pass 3 Pass 4 Eyebrows

Pass 1	Pass 2	Pass 3	Pass 4	Eyebrows
				Carlisle St Eyebrow 1400 to 2110
				Tunbridge Ct Eyebrow 1981 to 1951
				Tunbridge Trl Eyebrow 2071 to 2091
				Tunbridge Trl Eyebrow 1220 to 2082
				Sawmill Ln Eyebrow 1131 to 1121
				Sawmill Ln Eyebrow 1161 to 1169
				Dawson Ln Eyebrow 2318 to 2390



Date: _____

Pass 1	Pass 2	Pass 3	Pass 4	Cul-de-Sacs
				Farmhill Ct
				Barrington Ct
				Preston Ct
				Lake Drive Ct
				Falcon Ridge Ct
				Dover Ct
				Feildcrest Ct
				Tallgrass Ct
				Windsor Ct
				Bedford Ct
				Sussex Ln Court
				Hartford Ct
				Cardiff Ct
				Rochester Ct
				Portsmouth Ct
				Oakleaf Ct 145 to 175
				Salford Ct
				Oakleaf Ct 1 to 2

Pass 1	Pass 2	Pass 3	Pass 4	Eyebrows
				Farmhill Dr Eyebrow 215 to 1520
				Arquilla Dr Eyebrow 240 to 1627
				Lake Drive South Eyebrow 200 to 220



Date: _____

Pass 1 Pass 2 Pass 3 Pass 4 Cul-de-Sacs

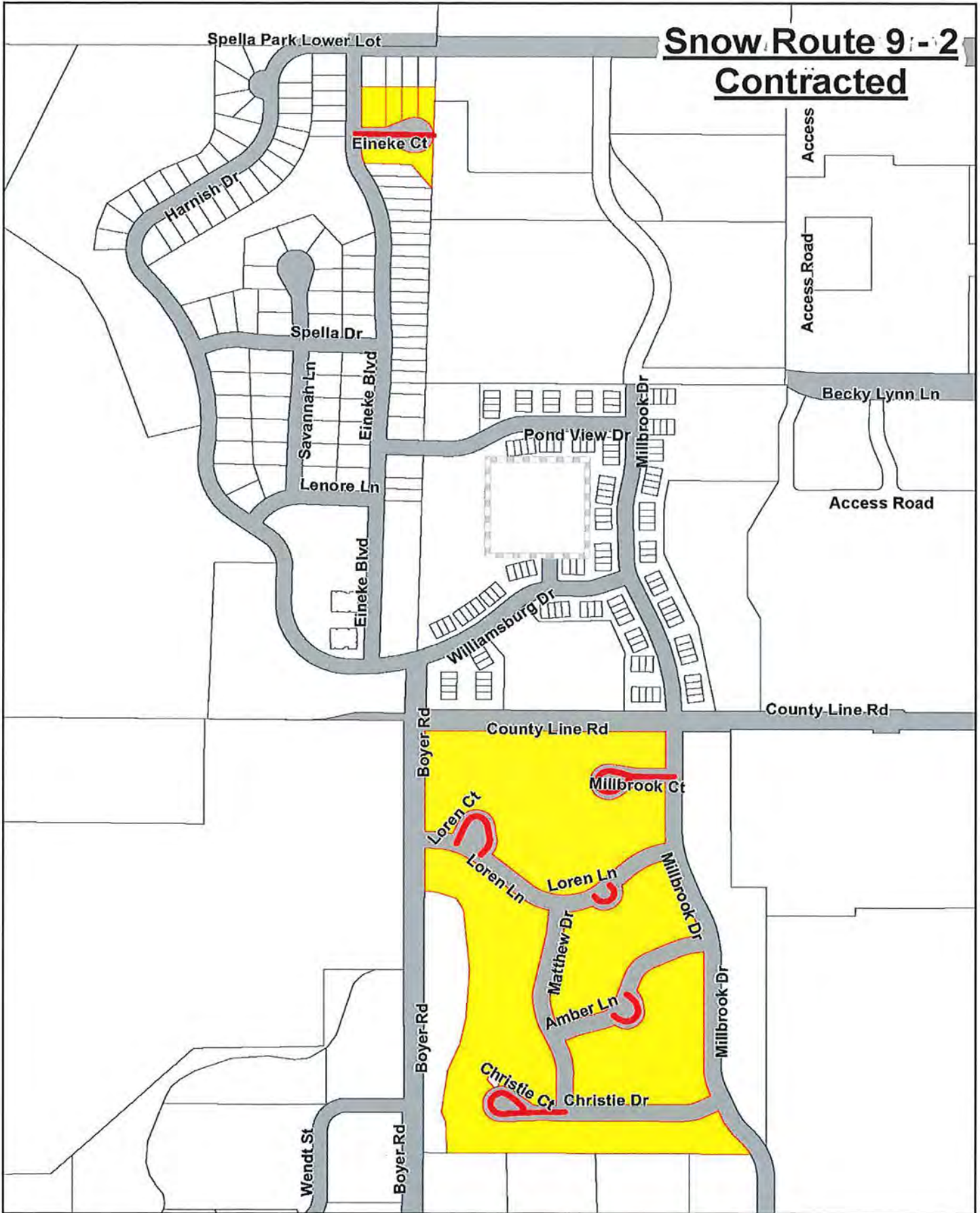
Pass 1	Pass 2	Pass 3	Pass 4	Cul-de-Sacs
				Parkside Ct
				Pine Grove Ct
				Riverdale Ct
				Katrina Ln All
				Kelsey Ct
				Clara Ct
				Covington Ct
				Brookside Ave Court
				Springbrook Rd Court 14 to 15
				Rock River Ct
				Stillwater Ct
				Woods Creek Ct
				Eineke Ct
				Millbrook Ct
				Loren Ct
				Amber Ct
				Christie Ct

Pass 1 Pass 2 Pass 3 Pass 4 Eyebrows

Pass 1	Pass 2	Pass 3	Pass 4	Eyebrows
				Springbrook Rd Eyebrow 3 to 9
				Greens View Dr Eyebrow 301 to 221
				Loren Ln Eyebrow 2611 to 2623

Snow Route 9 - 1 Contracted





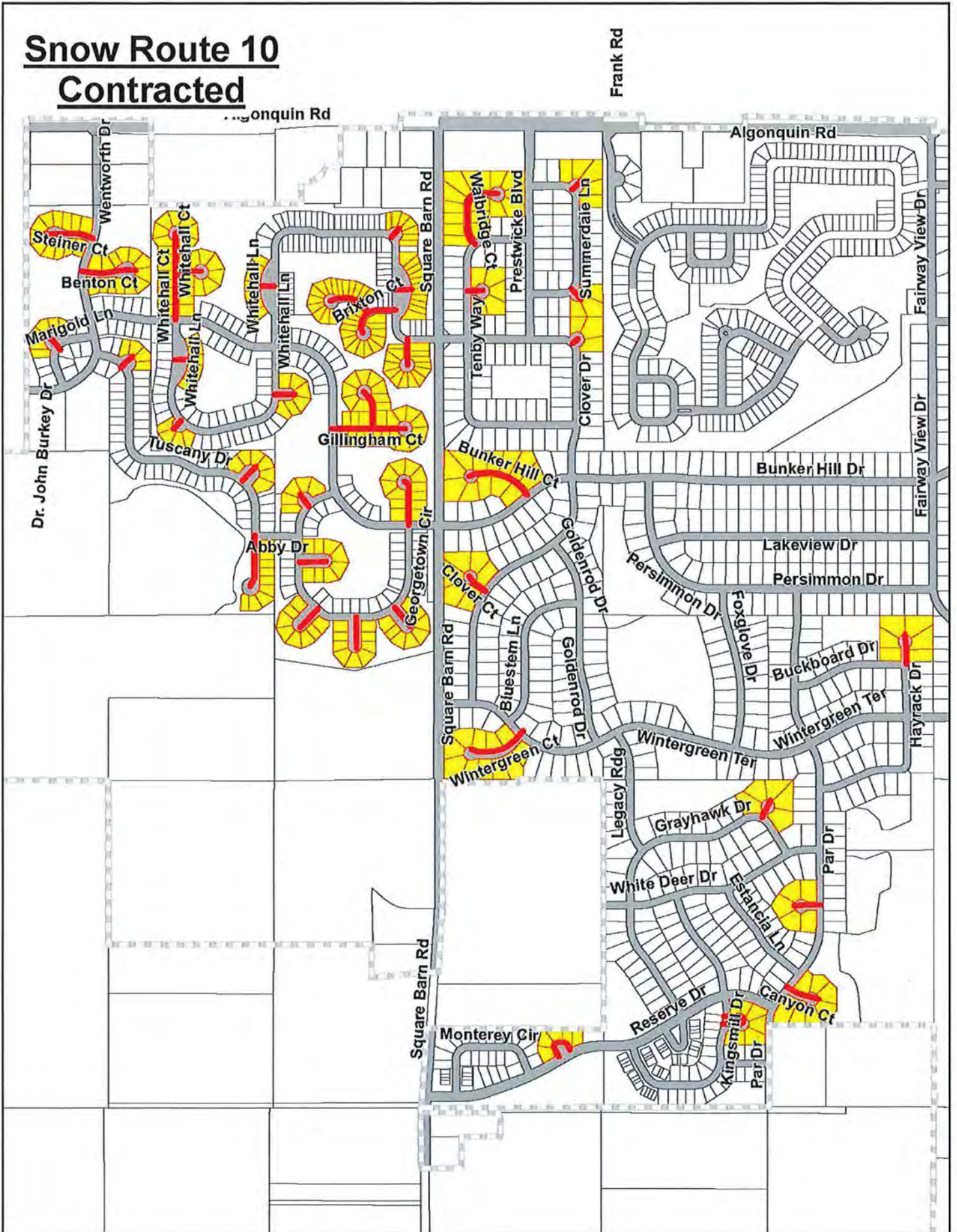
Pass 1 Pass 2 Pass 3 Pass 4 Cul-de-Sacs

Pass 1	Pass 2	Pass 3	Pass 4	Cul-de-Sacs
				Hayrack Dr Court
				Grayhawk Ct
				Blackwolf Ct
				Canyon Ct
				Kingsmill Ct
				Innesbrook Ct
				Wintergreen Ct
				Clover Ct
				Bunker Hill Ct
				Walbridge Ct
				Queensbury Ct
				Tiverton Ct
				Brixton Ct
				Twickenham Ct
				Gillingham Ct
				Hithergreen Ct
				Georgetown Ct
				Tregonwell Ct
				Charminster Ct
				Reedsworth Ct
				Quayside Ct
				Tuscany Dr Court
				Whitehall Ct
				Camberwell Ct
				Benton Ct
				Steiner Ct

Pass 1 Pass 2 Pass 3 Pass 4 Eyebrows

Pass 1	Pass 2	Pass 3	Pass 4	Eyebrows
				Clover Dr Eyebrow 401 to 381
				Summerdale Ln Eyebrow 351 to 331
				Summerdale Ln Eyebrow 251 to 221
				Whitehall Ln Eyebrow 4041 to 4081
				Whitehall Ln Eyebrow 4101 to 4135
				Whitehall Ln Eyebrow 4261 to 4321
				Whitehall Ln Eyebrow 4350 to 4400
				Whitehall Ln Eyebrow 4510 to 4540
				Whitehall Ln Eyebrow 4511 to 4561
				Georgetown Cir Eyebrow 4121 to 4161
				Tuscany Dr Eyebrow 641 to 591
				Tuscany Dr Eyebrow 451 to 421
				Marigold Ln Eyebrow 16 to 6

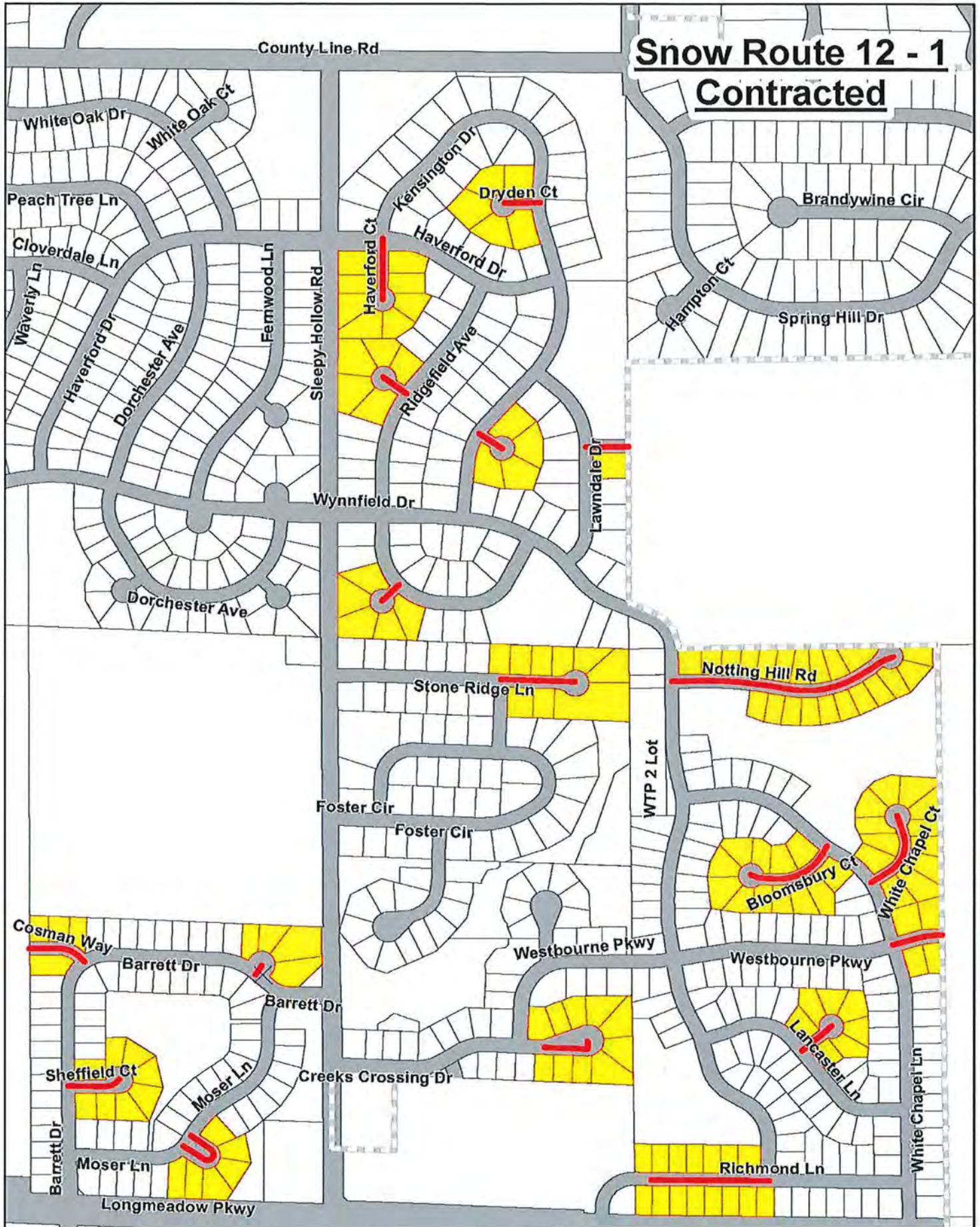
Snow Route 10 Contracted

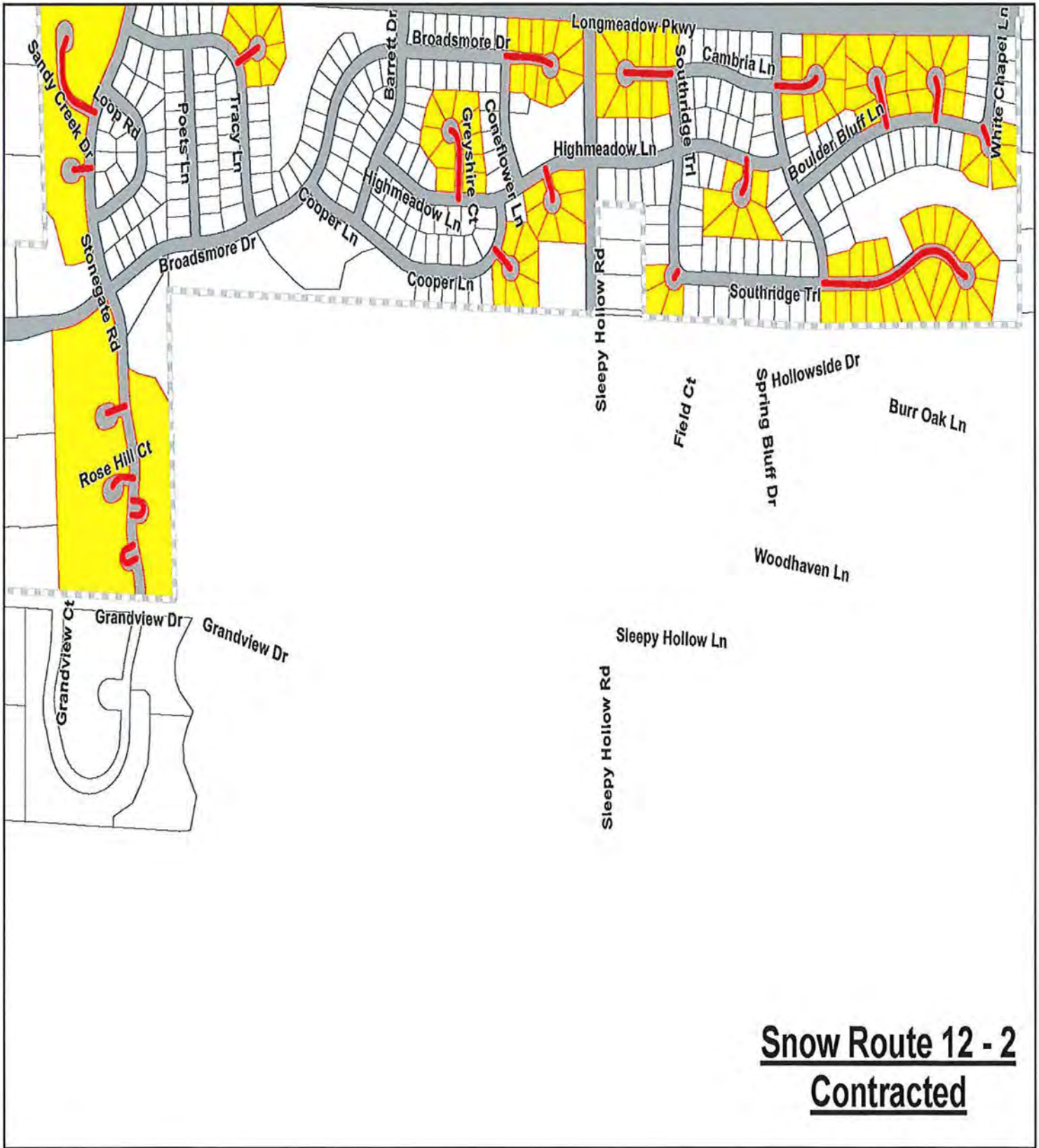


Date:

Pass 1 Pass 2 Pass 3 Pass 4 Cul-de-Sacs

				Stonegate Rd. Eyebrow (X2)
				Rose Hill Ct.
				Bitter Spring Ct.
				Shade Tree Ct.
				Sandy Creek Ct.
				Joyce Ct.
				Yorkshire Ct.
				Greyshire Ct.
				Broadsmore Dr. (Ct.)
				Butler Ct.
				Southridge Tr. Eyebrow
				Southridge Tr. (Ct.)
				High Meadow Ct.
				Cambria Ct.
				Sedgewood Ct.
				Westbrook Ct.
				Tealwood Ct.
				Boulder Bluff Ln. Eyebrow
				Richmond Ln. Dead End
				Lancaster Ct.
				Westbourne Pkwy Dead End
				White Chapel Ct.
				Bloomsbury Ct.
				Nottinghill Rd.
				Eastmore Ln.
				Kensington Ct.
				Ridgefield Ct.
				Willoughby Ct.
				Dryden Ct.
				Haverford Ct.
				Stoneridge Ln. Ct.
				Barrett Dr. Eyebrow
				Cosman Way
				Sheffield Ct.
				Moser Ln. Eyebrow
				Creeks Crossing Ct.





Snow Route 12 - 2
Contracted

Date: _____

Pass 1	Pass 2	Pass 3	Pass 4	Cul-de-Sacs
				White Oak Ct.
				Fernwood Ct.
				Wynnfield Dr. Eyebrow (X2)
				Dorchester Ct.
				Ashcroft Ct.
				Stonegate Rd. Dead End
				Stonegate Rd. Eyebrow
				Cedar Grove Ct.
				Waverly Ct.
				Arbordale Ct.
				Driftwood Ct.
				Cloverdale Ct.
				Dellwood Ct.
				Peach Tree Ln. Eyebrow (X2)
				Ashburton Ct.
				Edgewood Ct.
				St. Andrews Ct.
				Glengary Ct.
				Interlock Ct.
				Victoria Ct.
				Cherrywood Ct.
				Sommerset Ct. N
				Amberwood Ct. N
				Fairmont Ct.
				Harnish Dr. Eyebrow
				Brookwood Eyebrows (X2)
				Parkwood Eyebrows (X2)
				Bayberry Ln. Ct. (X3)
				Holly Ln. Ct. (X2)
				Sandpebble Eyebrows (X2)
				Brentwood Ct.
				Clearview Ct.
				Chestnut Ct. (X2)
				Orchard Ct. (X2)
				Mulberry Ct. (X2)
				Evergreen Ct. (X2)
				Huntington Ct. (X2)
				Concord Ct. (X2)



Snow Route 13 - 2

Contracted





Village of Algonquin

Police Department

-MEMORANDUM-



DATE: August 25, 2021
TO: Tim Schloneger, Village Manager
FROM: John Bucci, Chief of Police
SUBJECT: Authorization to Establish a Mutual Aid Agreement between the Village of Algonquin and the City of McHenry

The Algonquin Police Department has always had a strong professional relationship with surrounding agencies, including the McHenry Police Department. Through this relationship we have been able to successfully partner in order to combat criminal activity, share resources and assist one another. Through the approval of a new Intergovernmental Agreement the Algonquin Police Department will have a pre-approved plan in place to assist the McHenry Police Department and request assistance from the McHenry Police Department when needed for both emergency and non-emergency situations.

The Algonquin Police Department and the McHenry Police Department have met to discuss the additional need for “non-emergency” aid when it comes to police services. These meetings have resulted in an evaluation of our agency needs and identified that we both have a need, on occasion, for additional police services that are not necessarily associated with an emergency. Examples of this type of aid can be simple shift scheduling shortages (everyday manpower) or support in the operation of pre-planned events.

By establishing a mutual aid agreement with the McHenry Police Department that addresses both emergency aid and non-emergency aid, both agencies are able to take a proactive approach to meeting their needs and are better prepared to meet the demand of their communities. In addition, by partnering with a larger agency that is comparable in size to Algonquin we can both receive and allocate manpower and resource from a single agency rather than multiple agencies which will help to ensure that we maintain the highest level of service to our community.

I respectfully request consensus to move this item forward for Village Board approval.

City of McHenry and Village of Algonquin
Assistance Intergovernmental Agreement

The City of McHenry and Village of Algonquin (“Parties”) enter into this Intergovernmental Agreement (“Agreement”), pursuant to the authority of the 1970 Illinois Constitution (Article VII, §10(a)), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) and home rule authority.

1. Purpose of Agreement.

A. The Parties recognize that, in certain situations, the use of police personnel and equipment for execution of police duties outside of the boundaries of the units of local government in which such personnel are legally employed, is desirable and necessary to adequately preserve and protect the public health, safety and welfare of the residents of the communities served under this Agreement.

B. The Parties further recognize that by entering into this Agreement their law enforcement facilities, equipment and personnel may be temporarily augmented as necessary due to conditions which may require use of increased police resources.

2. Definitions.

“Emergency Aid” means police assistance including personnel and equipment needed by the Requesting Party from the Responding Party for a serious, unexpected and possibly dangerous situation requiring immediate action.

“Non-Emergency Aid” means a situation requiring assistance by the Requesting Party of the Responding Party, but not requiring immediate action.

“Requesting Party” is the Party requesting Emergency Aid or Non-Emergency Aid from the Responding Party.

“Responding Party” is the Party to whom a request for Emergency Aid or Non-Emergency Aid is addressed.

3. Power, Authority, Compensation and Termination.

A. Each Party authorizes and directs their respective police chief, or his designated subordinates, to render and or request Emergency Aid or Non-Emergency Aid to and from the other Party to this Agreement to the extent of available personnel and equipment not required for adequate protection of its own jurisdiction. In responding to such a request, the police chief of the Responding Party shall exercise final judgment as to the number of personnel and the equipment to be provided to the Requesting Party.

B. Responding Party personnel providing Emergency Aid or Non-Emergency Aid hereunder shall be under the direction and authority of the police chief or his designee of the Requesting Party. Responding Party personnel shall have the same powers and authority as personnel of the Requesting Party.

C. Rendering Emergency Aid or Non-Emergency Aid shall not be mandatory, and the Responding Party should, as soon as practicable, inform the Requesting Party that assistance will not be rendered, if such is the case.

D. No Party shall be liable to another Party for a failure or refusal to render Emergency Aid or Non-Emergency Aid or for the withdrawal of such assistance once furnished pursuant to this Agreement.

E. Emergency Aid rendered under this Agreement shall be rendered without charge.

F. Non-Emergency Aid rendered under this Agreement shall be paid by the Requesting Party to the Responding Party to fully reimburse the Responding Party for all salaries paid to the Responding officers.

G. Either Party may terminate this Agreement at any time, for any reason or no reason at all, upon giving thirty (30) days' notice to the other Party.

4. Defense and Indemnification.

A. The Requesting Party during a period of assistance shall assume the defense of and hold harmless the other Responding Party, their officers, deputies and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other Party, 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 the Requesting Party, 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 the Responding Party or its employees or agents. The Parties 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.

5. Employment Status and Liability.

A. For all purposes under this Agreement, an officer that is employed by the Responding Party and acting under color of this Agreement shall be and remain an employee of the other Responding Party and shall not be considered an employee of the Requesting Party, regardless of which Party is commanding and controlling the action during a period of assistance.

B. Each Party 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 Party shall be responsible for payment of worker's compensation, unemployment compensation, disability or death benefits, or any other employee benefits to any employee of the other Party as a consequence of the performance of this Agreement.

C. Except as otherwise provided for herein, each Party waives all claims against the other Party to this Agreement for compensation for any loss, damage, personal injury, or death occurring to its respective personnel and/or equipment because of the performance of this Agreement. Notwithstanding anything to the contrary in this Agreement, neither Party 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 Party's defense and indemnification obligations within this Agreement.

6. Insurance.

A. Each Party 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:

i. 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

ii. 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.

B. 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 any punitive/exemplary damages exclusion or endorsements ISO CG 2139 or ISO CG 2426.

C. The Parties agree that with respect to the above required insurance that:

i. The Parties 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;

ii. The Parties shall provide each other with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change in insurance coverage; and

7. Miscellaneous Terms and Conditions.

A. 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.

B. 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 the Parties, which shall be signed and executed with the same formality with which this instrument was executed.

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

D. The Parties may not assign, transfer or otherwise convey their rights or obligations under this Agreement without the prior written consent of the other Party.

E. 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.

F. 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 Algonquin: Police Chief
 Village of Algonquin
 2200 N. Harnish Drive
 Algonquin, IL 60120

To McHenry: Police Chief
 City of McHenry
 333 S. Green Street
 McHenry, IL 60050

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.

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

H. Each person signing this Agreement on behalf 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.

I. This Agreement may be executed in counterparts and shall be considered in effect upon execution by the Parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties on the dates indicated.

Algonquin Police Department

McHenry Police Department

By: _____
John Bucci, Police Chief Date

By: _____
John Birk, Police Chief Date



Village of Algonquin

Police Department

-MEMORANDUM-



DATE: August 25, 2021
TO: Tim Schloneger, Village Manager
FROM: John Bucci, Chief of Police
SUBJECT: Amendment to the IGA for D158 School Resource Officer

The Village of Algonquin is currently in an Intergovernmental Agreement with Huntley Community School District 158 to provide a School Resource Officer at the Square Barn Road Campus.

The school district is looking to change the language for specified training requirements from “Attended a 40-hour Basic School Resource Officer Training Class” to “Has completed a course of instruction for school resource officers developed by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.22) within one year prior to assignment.”

Our current SRO, Officer Dykstra, has satisfied the statute as per the State of Illinois and is in good standing school district.

I respectfully request consensus to move this item forward for Village Board approval.

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
HUNTLEY COMMUNITY SCHOOL DISTRICT NO. 158
AND THE VILLAGE OF ALGONQUIN
PROVIDING FOR POLICE SCHOOL LIAISON OFFICER SERVICES**

WHEREAS, the Board of Education of Huntley Community School District No. 158 (“District 158”) and the Village of Algonquin, Illinois (“Village”) previously entered into an Intergovernmental Agreement Providing for Police School Liaison Officer Services dated January 8, 2019 (the “Agreement”); and

WHEREAS, effective January 1, 2021, section 10-20.67 of the Illinois School Code (105 ILCS 5/10-20.67) requires that all school resource officers, as that term is defined therein, have completed a course of instruction developed by the Illinois Law Enforcement Training Standards Board pursuant to section 10.22 of the Illinois Police Training Act (50 ILCS 705/10-22); and

WHEREAS, the parties wish to amend the Agreement to comply with the training requirements set forth in the Illinois School Code.

NOW, THEREFORE, by agreement of the parties, the Agreement is amended as follows:

1. Paragraph 2.0 of the Agreement is amended by striking the second bullet-point thereof, stating “Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of the start of assignment)” and replacing it with the following:
“Has completed a course of instruction for school resource officers developed by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.22) within one year prior to assignment;”
2. All other terms and conditions of the Agreement not explicitly amended herein remain in full force and effect.

HUNTLEY COMMUNITY SCHOOL DISTRICT NO. 158

By: _____

Its: _____

Date: _____

VILLAGE OF ALGONQUIN, ILLINOIS

By: _____

Its: _____

Date: _____



Huntley Community School District 158

650 Dr. John Burkey Drive
Algonquin, Illinois 60102
(847) 659-6158

Adam Dean
Chief Safety & Security Officer

The School Code says “beginning January 1, 2021, any law enforcement agency that provides a school resource officer under this Section shall provide to the school district a certificate of completion ... indicating the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies the requirement.”

I read this as requiring every SRO to have the requisite certification (or waiver due to prior experience) as of January 1, 2021. I do not read this as giving them up to a year after they are assigned to the post. The language requires that starting January 1, 2021, each SRO must be able to certify that they “have completed”, not that they will complete, the training. In fact, early versions of the bill provided for certification “before or within 120 days of a law enforcement officer’s first day of service” and that language was removed and replaced with the current language.

LETSB published its SRO Program Policies and Curriculum in December 2019, shortly after the law was passed. This document states “such officers must have attended a special training, or attained a waiver by the Board, before they can serve in this role.” These policies can be found here: <https://www.ptb.illinois.gov/media/1517/sro-curriculum-for-december-2019-meetings.pdf>.

Additionally, the law became effective on January 1, 2019, and required LETSB to have the course in place by January 1, 2020. This timeline makes sense if the intent was to give officers one year to complete the training before the requirement went into effect on January 1, 2021.

Kate



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