

AGENDA  
COMMITTEE OF THE WHOLE  
June 14, 2022  
2200 Harnish Drive  
Village Board Room  
7:30 P.M.

Trustee Spella - Chairperson  
Trustee Glogowski  
Trustee Dianis  
Trustee Smith  
Trustee Brehmer  
Trustee Auger  
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 Public Event Permit for the Algonquin Founders’ Days Event at Spella Park July 28-31, 2022
  - B. Consider a Final PUD and Special Use for the Polish Slavic Federal Credit Union
  - C. Consider an Amendment to the Final Planned Unit Development for the Rosen Commercial Center
  - D. Consider a Resolution for a Business Development Agreement for Rosen Hyundai Enterprises, LLC.
4. **General Administration**
  - A. Consider a Resolution for the Towne Park Master Plan
  - B. Presentation of Mineral Springs Conceptual Design and Cost Estimate
  - C. Consider an Ordinance amending Chapter 3: Village Administration of the Algonquin Municipal Code
  - D. Consider the Purchase of a 4G/5G Cellular In-Building Repeater at Ganek Municipal Center for \$50,802
  - E. Consider the Annual Licensing Purchase for Microsoft Enterprise Agreement for \$49,493.98
  - F. Consider the Purchase of In-Squad Technology Equipment for \$46,912
5. **Public Works & Safety**
  - A. Consider a Surface Transportation Resolution for the Reconstruction of Souwanas Trail, Oceola Drive (from Souwanas to the dead end) and Schuett Streets
  - B. Consider an Agreement with Burke Engineering for the Northpoint Development Construction Management Services
  - C. Consider an Agreement with Chicagoland Paving for Construction of the Harrison Street/Washington Street Parking Lot for \$115,000
  - D. Consider Agreement with Engineering Enterprises Inc. for Design and Construction of Pressure Reducing Valve Replacement in the amount of \$77,082
  - E. Consider Certain Items as Surplus
  - F. Consider a Resolution Requesting Permission for a Temporary Lane Reduction of a State Highway for the Founder’s Days Parade
6. **Executive Session** (If needed)
7. **Other Business**
8. **Adjournment**



# Village of Algonquin

2200 Harnish Drive, Algonquin, IL  
(847) 658-2700 | www.algonquin.org

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	June 14, 2022
<b><u>SUBMITTED BY:</u></b>	Danielle Pfaff, Community Development Intern
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Founder's Day Celebration at Ted Spella Park, Public Event/Entertainment License – July 28-31

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### **ACTION REQUESTED:**

Daniel Barton, on behalf of the Algonquin Founders' Day Inc. organization, is seeking approval of a public event/entertainment license for the 63<sup>rd</sup> Annual Algonquin Founders' Days Festival and Parade at Spella Park from July 28<sup>th</sup> through July 31<sup>st</sup>. This is a recurring event and includes a festival with a stage, live bands, social garden, food vendors, children's games, car show, and other social activities. The organizers intend to follow all IDPH and CDC guidelines for the event.

The applicant has applied for five (5) temporary banners located at the southeast and southwest corners of Randall Road and Algonquin Road, Randall Road near The Room Place, and the northeast and southwest corners of Randall Road and Harnish Road.

### **DISCUSSION:**

Staff has reviewed the request and recommends approval with the following conditions outlined below.

### **RECOMMENDATION:**

Approval contingent upon the following:

- 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;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator; The required electrical, stage, and fire inspections shall be allowed to be conducted by Village and Fire Department staff;
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- Public Event License Fees must be paid prior to the event;
- PD, PW, and the fireworks contractor shall have access to and control of the launch site of any fireworks at the event;
- A Special Event Permit to sell alcohol must be obtained from the Village and State Liquor Commissioners;
- 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 Algonquin Founders’ Days Festival Committee 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;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;
- The five (5) temporary banners shall not be installed more than 30 days prior to event and taken down the day after. A temporary sign permit shall be required.

**ATTACHMENTS:**

- Public Event License Application
- Banner location exhibit
- Site Layout

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 dlacalamita@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** 63rd Annual Algonquin Founders' Days Festival and Parade

**Sponsoring Organization:**

Name: Algonquin Founders' Days Inc. Contact Name: Daniel Barton  
Address: P.O. Box 101  
City, State, ZIP:  
Algonquin, IL. 60102  
Phone: [REDACTED]  
Email: info@algonquinfoundersday.com

**Event Coordinator:**

Name: Daniel Barton  
Home Address: [REDACTED]  
City, State, ZIP: Algonquin, IL. 60102  
Phone: [REDACTED]  
Email: [REDACTED]

**Event Information:**

Describe the Nature of the Event: Local community festival with a stage, live bands, social garden, food vendors, childrens games, car show, and other social activities. Fireworks

New Event \_\_\_\_\_ Repeat Event Yes If repeat, will anything be different this year? \_\_\_\_\_  
Everything will be the same.

Site Address: Spella Park

Date(s) and Time(s) of the Event: Thursday July 28th at 5:00 pm to Sunday July 31st at 11:00 pm

Rain Date(s), if applicable: \_\_\_\_\_

Set-Up Date/Time: Tuesday 10:00 a.m.

Maximum Number of Attendees/Participants Expected: 10000 per day

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): The funds go to

supporting the Festival for next year.

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Event Website: algonquinfundersdays.com

**Event Details:**

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: Algonquin Founders' Days Inc. Volunteers.

Dan Barton President [REDACTED]  
[REDACTED]

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: Algonquin Founders' Days has secured parking in the JcPenny parking lot. We have also applied for parking at Jacobs H.S. and have secured parking at the Target parking lot. We will be discussing handicap parking at the library.

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

We will need Main Street closed for the parade.  
Any closures to the discretion of the Algonquin Police Department.

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

To assist however they believe is necessary

Do you want a fire truck or ambulance present? Yes  No  If Yes, for what hours and to perform what function? To assist however they believe is necessary

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: \_\_\_\_\_

We will work close in hand with the village but will use the typical Algonquin Founders' Days Inc, locations.

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: \_\_\_\_\_*

Please see the attached schedule. The entertainment is the same as the Algonquin Founders' Days Festival line up.

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.): Founders' will use portable toilets and hand washing stations, electricity, and tents. We will use dumpsters and volunteers for clean up.

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): Dan Barton  
On-site contact's cell number: [REDACTED]  
On-site contact's work number: Same  
On-site contact's home number: Same

**Affidavit of Applicant:**

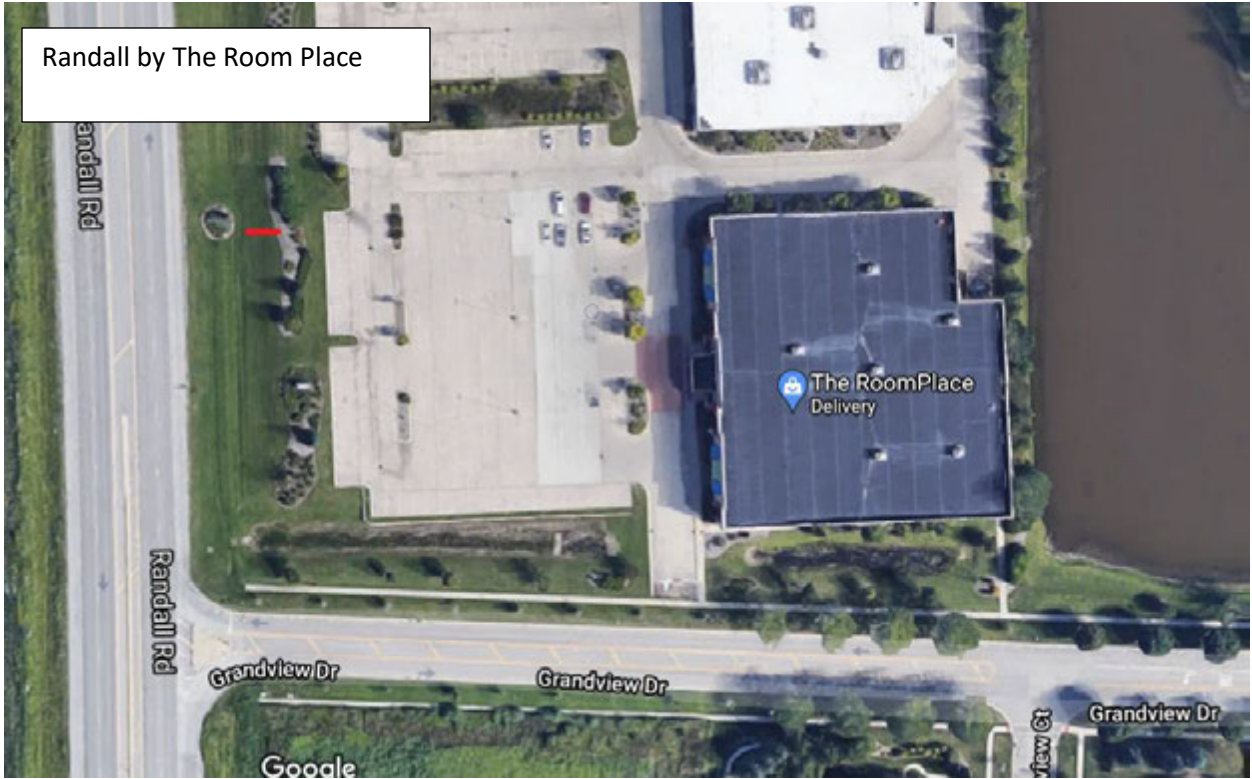
I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied 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.

Dan Barton  
Signature of Applicant

5/3/2022  
Date

Dan Barton  
Printed Name of Applicant

Randall by The Room Place



Randall & Harnish





Randall & 62





Packet materials for the following items are available online:

3. **Community Development**

- B. [Consider a Final PUD and Special Use for the Polish Slavic Federal Credit Union](#)
  
- C. [Consider an Amendment to the Final Planned Unit Development for the Rosen Commercial Center](#)



# Village of Algonquin

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	June 14, 2022
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Approval of a Resolution for an Incentive for Rosen Hyundai Enterprises, LLC.

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### **ACTION REQUESTED:**

Rosen Hyundai Enterprises, LLC, has requested an incentive package to assist them with the expansion of their dealership located at 771 South Randall Road. The details of the expansion can be found in the Staff Report for PZ-2022-07. The expansion of the existing Rosen Hyundai building also includes the relocation of the carwash, installation of future EV chargers, and overall site and landscape improvements.

### **DISCUSSION:**

Rosen Hyundai Enterprises, LLC, has requested an incentive package to assist them with the expansion of their dealership located at 771 South Randall Road. Without the Village's economic assistance, the project would not be feasible. The package is structured as a sales tax rebate and is therefore tied specifically to Rosen Hyundai's performance. The basic terms are as follows:

- The Village will receive a Quarterly Base Amount in Sale Tax Revenue of at least \$106,832 per quarter.
- Rosen Hyundai will receive 75% of the Sales Tax Revenue above the Quarterly Base Amount from the 1% municipal sales tax generated by Rosen Hyundai, and the Village will retain the remaining 25%.
- No portion of Sales Tax Revenue derived from the  $\frac{3}{4}$ % rates under the Village's Home Rule sales taxes will be rebated to Rosen under any circumstance.
- The Rebate Term will conclude in ten (10) years or when the total rebate meets \$500,000.

### **RECOMMENDATION:**

Staff recommends approval of a Resolution approving the Business Development Agreement.



**2022 - R -**  
**VILLAGE OF ALGONQUIN**  
**RESOLUTION**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute a Business Development Agreement between the Village of Algonquin and \_\_\_\_\_, an Illinois limited liability company, for a sales tax rebate in an amount not to exceed \$500,000, related to improvement of land, buildings, and businesses located at 771 South Randall Road, attached hereto and hereby made part hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022

APPROVED:

(seal)

\_\_\_\_\_  
Debby Sosine, Village President

ATTEST:

\_\_\_\_\_  
Fred Martin, Village Clerk

by: \_\_\_\_\_  
Michelle Weber, Deputy Clerk

## **BUSINESS DEVELOPMENT AGREEMENT**

THIS BUSINESS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of Algonquin, Kane and McHenry Counties, Illinois, an Illinois home rule municipal corporation duly organized and existing under the laws of the State of Illinois (“Village”), and Rosen Hyundai Enterprises, LLC, an Illinois limited liability company (“Rosen”), and its affiliated real estate companies (collectively “Rosen”).

WITNESSETH:

WHEREAS, Rosen owns certain real estate located within the corporate limits of the Village of Algonquin, Illinois, which real estate is legally described in Exhibit A attached hereto (the “Rosen Property”); and

WHEREAS, on a portion of that certain real estate, Rosen currently operates a Hyundai dealership located at 771 South Randall Road; and

WHEREAS, Rosen also owns a lot with a multi-tenant retail building at 775-785 Randall Road, a service building at 2430 Harnish Drive, and a Hyundai facility at 771 South Randall Road, and another automobile dealership at 789 Randall Road; and

WHEREAS, Rosen desires to construct a new service center, a remodeling and expansion of show room space, install EV driven infrastructure from special electrical line upgrades and state of the art chargers for special service tools and equipment at the existing Hyundai dealership located 771 South Randall Road; and

WHEREAS, all of the improvements described in these recitals are referred to in their entirety as “the Project” which project is described in more detail in Exhibit B.

WHEREAS, the Project would not be feasible for Rosen without the Village’s economic assistance; and

WHEREAS, in order to make it economically feasible for Rosen to improve the Rosen Property by constructing the Project, the Village has agreed to offset costs for a portion of the Project costs through the use of a rebate of a portion of the Sales Tax Revenue generated by Rosen on the Rosen Property within the corporate limits of the Village (the “Sales Tax Rebate”). The term “Sales Tax Revenue,” as used herein, shall mean that portion or component of the taxes imposed and collected by the State of Illinois pursuant to the Retailer's Occupation Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Use Tax Act (including without limitation a vehicle lease tax that is substituted or a portion for all of the foregoing), generated by Rosen on all or any portion of the Rosen Property, that the Village actually receives from the State of Illinois; and

WHEREAS, in exchange for the benefits derived from this Agreement, Rosen has agreed to construct the Project; and

WHEREAS, Rosen will be required to comply with all planning and zoning regulations; and

WHEREAS, the President and Board of Trustees have determined that it is in the Village's best interest to enter into this Agreement because the Project is expected to improve the social and economic welfare of the Village by generating increased real estate tax revenues, additional sales tax revenues and increased employment opportunities within the Village; and

WHEREAS, the Village may enter into this Agreement pursuant to its home rule powers; and

WHEREAS, the Village may further authorize this incentive under the authority of 65 ILCS 5/8-1-2.5 regarding expenses for economic development; and

WHEREAS, the Village is further authorized by 65 ILCS 5/8-11-20 to enter into sales tax sharing agreements; and

WHEREAS, the Village has made the findings required by law at 65 ILCS 5/8-11-20; specifically,

That a portion of the Rosen Property has been underutilized for a period of at least one year; and

That the Project is expected to create or retain job opportunities within the Village; and

That the Project will serve to further the development of adjacent areas; and

That without this Agreement, the Project would not be economically feasible; and

That Rosen meets high standards of creditworthiness and financial strength as demonstrated by one (1) or more of the following:

- Corporate debenture ratings of BBB or higher by Standard & Poor's Corporation or Baa or higher by Moody's Investors Service, Inc.;
- A letter from a financial institution with assets of Ten Million and 00/100 Dollars (\$10,000,000.00) or more attesting to the financial strength of the developer; or
- Specific evidence of equity financing for not less than ten percent (10%) of the total Project costs; and

That the Project will strengthen the commercial sector of the Village; and

That the Project will enhance the tax base of the Village; and

That this Agreement is made in the best interest of the Village; and

WHEREAS, Rosen represents to the Village that the tax on the retail sales subject to this Agreement, absent the Agreement, would not have been paid to another unit of local government; and Rosen affirms that it does not maintain, within another unit of local government, a retail location from which the tangible personal property to be sold from the businesses on the Rosen Property would have been delivered to purchasers, or a warehouse from which the tangible personal property would have been delivered to purchasers.

NOW THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, it is mutually agreed as follows:

1. Recitals: The recitals set forth hereinabove are hereby incorporated by reference, as if fully set forth herein.

2. Legislative Authority: The Village made the findings of fact required by 65 ILCS 5/8-11-20. The Village represents that the adoption of this Agreement is within its scope of its authority and that it is duly authorized and empowered to enter into and carry out the terms of this Agreement.

3. Parties to the Agreement: This Agreement is made by and between Rosen and the Village as the parties to the Agreement. If Rosen ceases to operate on the Rosen Property at any time during the term of this Agreement for a period of longer than six consecutive (6) months, other than in connection with remodeling or reconstructing the Project or for reasons not within the reasonable control of Rosen, the Village shall have no further obligations under this Agreement.

4. Responsibilities of Rosen: Rosen agrees to diligently construct the Project in accordance with Village codes, plans and specifications to be submitted and approved by the Village.

5. Limitation of Village Responsibilities: Other than the Sales Tax Rebate pursuant to this Agreement, the Village shall have no obligation to incur any expense associated with the construction and completion of the Project.

6. Sales Tax Rebate: Rosen shall be entitled to receive, on a quarterly basis, a Sales Tax Rebate as follows:

A. Commencement Date: After approval and execution of this Agreement, the sales tax rebate as outlined further below shall begin upon Rosen's completion of the Service Center portion of the Project and receiving a certificate of occupancy from the Village for the Project. That date shall be the "Commencement Date."

B. For purposes of this Agreement, a "Quarter" shall mean the period of time from January 1 to March 31, April 1 to June 30, July 1 to September 30, October 1 to December 31 of each calendar year.

C. The Village imposes a tax upon all persons engaged in the business of selling tangible personal property at retail in the Village at the rate of 1% of the gross receipts from such sales. The Village also imposes a tax upon all persons engaged in the business of making sales of service at the rate of 1% of the cost price of all tangible personal property transferred by said servicemen either in the form of tangible personal property or in the form of real estate as an incident to a sale of service. In addition, the Village imposes a tax on all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of the State government, at retail in the Village at the rate of 3/4% of the gross receipts from such sales, subject to certain exceptions. In addition, the Village imposes a tax upon all persons engaged in the Village in the business of making sales of services, at the rate of 3/4% of the selling price of all tangible property transferred by said servicemen, either in the form of real estate as an incident to the sale of service subject to certain exceptions. Subject



to and contingent upon the Village receiving Sales Tax Revenue of at least \$106,832 (the “Quarterly Base Amount”) for the previous Quarter, the Village shall pay to Rosen 75% of Sales Tax Revenue, above the Quarterly Base Amount, from the 1% municipal sales tax rates and retain 25% from the 1% municipal sales tax rates generated by the Project and received by the Village for the previous Quarter. Such Sales Tax Revenue sharing or rebate shall be for a period not to exceed ten (10) years after the Commencement Date or until such time as the total Sales Tax Rebate paid to Rosen by the Village equals the Rebate Cap (as defined in Section 7 below), whichever occurs first (such period of time is hereinafter referred to as the “Rebate Term”). The parties agree that no portion of Sales Tax Revenue derived from the 3/4% rates under the Village’s Home Rule sales taxes (the Home Rule Municipal Retailer’s Occupation Tax or the Home Rule Municipal Service Occupation Tax) shall be shared with or rebated to Rosen under any circumstance.

D. At the conclusion of the Rebate Term, the Village shall have no further obligations under the terms of this Agreement (other than to pay Sales Tax Rebates arising during the Rebate Term, which have not yet been paid to Rosen prior to the Termination Date, which obligation shall survive the expiration of this Agreement). The Village shall have no obligation to pay any funds to Rosen from any source other than from the Municipal Retailers’ Occupation Sales Taxes generated upon the Rosen Property and actually received by the Village from the Illinois Department of Revenue. No interest of any kind shall accrue on any amount on the Sales Tax Rebate owed by the Village to Rosen.

E. Rosen shall provide the Village with a durable power of attorney enabling the Village to obtain certified reports from the Illinois Department of Revenue, Illinois Department of Revenue document “Authorization to Release Sales Tax Information to Local Governments”, or any other such authorization necessary to enable the Village to obtain certified reports from the Illinois Department of Revenue, verifying the taxable sales by Rosen for each calendar year.

F. Rosen covenants and agrees that it files all records with the Illinois Department of Revenue electronically and guarantees to continue to file all records electronically.

G. Rosen covenants and agrees that it will continue to offer automotive service and sales of primarily new and used automobiles in the Village during the Rebate Term of this Agreement.

7. Maximum Rebate Amount (Rebate Cap): Notwithstanding anything in this Agreement to the contrary, the combined total of the Sales Tax Rebate amounts payable to Rosen by the Village under this Agreement shall not exceed \$500,000.00 under any circumstance.

8. Payment to Rosen shall be made on a quarterly basis, within sixty (60) days from and after the Village’s actual receipt of the Village’s distributive share of Sales Tax Revenue for the previous Quarter. The Village shall provide Rosen with a report of all Sales Tax Revenue generated by Rosen and actually received by the Village for the previous Quarter.

9. Sales Tax Reports: Within thirty (30) days after the end of each Quarter, Rosen shall provide the Village with a statement, accompanied by a summary of the Gross Receipts for such quarter, in a form reasonably acceptable to the Village, signed by one of its officers, which shall set forth the dollar amount of Sales Taxes paid to the State of Illinois for the benefit of the Village during the prior Quarter. The term “Gross Receipts,” as used herein shall have the same

meaning as that which is ascribed to it in the Retailer's Occupation Tax Act. Additionally, Rosen shall maintain and have available for inspection by the Village copies of all sales tax returns, sales tax reports, amendments, proof of payment or any other Sales Tax information filed with the State of Illinois or other appropriate governmental entity, which documents are being held available for the Village for purposes of identifying Sales Tax Revenue collected pursuant to this Agreement. Rosen also agrees, upon the request of the Village, to furnish such consent, powers of attorney or waivers as may be required by the Illinois Department of Revenue to allow the Illinois Department of Revenue to furnish to the Village sales tax information concerning the Rosen dealership. Additionally, the Village shall seek to obtain such Sales Tax information directly from the Illinois Department of Revenue.

10. Confidentiality of Financial Information: To the extent permitted by law, the Village shall endeavor to maintain the confidentiality of the information contained in any financial reports submitted by Rosen, the Lease and Sales Tax information received by the Village, but shall be permitted to disclose such information and documents to employees and consultants that the Village, in its sole discretion, deems appropriate in order to monitor compliance and audit this Agreement (except for any consultant that has a financial interest in any motor vehicle dealership within the Chicago metropolitan area, which consultant shall not be retained). Rosen understands and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments to Rosen pursuant to this Agreement.

11. Mutual Assistance: The Village and Rosen agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms hereof.

12. Provisions Concerning Limitation on Debt: The receipt, or anticipated receipt, of Sales Tax Revenue, either directly or indirectly, from Rosen, as provided earlier in this Agreement, shall be a condition precedent to any obligation of the Village to pay monies to Rosen.

13. Governing Law, Waiver and Notices: This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the Twenty-Second Judicial Circuit, McHenry County, Illinois. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement. Any notices required in this Agreement shall be effective when in writing and three (3) days after mailing by certified mail, return receipt requested, or by delivering the same in person or to any officer of such party or by prepaid telegram or private overnight courier, when appropriate, addressed to the party to be notified.

All notices to the Village shall be sent to:

Tim Schloneger, Village Manager  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

With a copy to :  
Kelly A. Cahill, Village Attorney  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street

Crystal Lake, IL 60014

All notices to Rosen shall be sent to:

Scott Levy  
771 South Randall Road  
Algonquin, IL 60102

With a copy to:

Daniel Shapiro  
Shapiro & Associates Law  
618 Academy Dr Unit B  
Northbrook, IL 60062

or to such other address as a party may designate for itself by notice given from time to time to the other parties in the manner provided herein.

14. Time is of the Essence: Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof, and they hereby acknowledge that the successful performance of this Agreement requires their continued cooperation.

15. Default and Remedies: The failure by Rosen to comply with any material term, provision, or condition of this Agreement within the times herein specified in any material respect after notice and an opportunity to cure shall constitute an event of default. Upon the occurrence of an event of default by Rosen, the Village shall provide written notice to Rosen specifying the nature of the default. Upon receipt of such notice of default, Rosen shall have ninety (90) days to cure the default, if it can reasonably be cured within ninety (90) days, or must begin curing the default within a reasonable time thereafter, if it cannot be cured within ninety (90) days. If a default by Rosen is not cured as provided above, the Village may withhold payment of any Sales Tax Rebate that may be due, until Rosen establishes compliance with the terms of this Agreement, or the Village may terminate this Agreement, as its sole and exclusive remedies, and, in the event of a termination by the Village, the Village shall be relieved of any further obligations arising pursuant to this Agreement, and Rosen shall be relieved from its obligations hereunder.

The Village shall be considered in default of this Agreement if it shall fail to make complete and timely payments to Rosen on the terms provided herein or fail to comply with any other material term or condition of this Agreement. In such event, Rosen shall notify the Village of the default in writing, and the Village shall have a period of ninety (90) days thereafter to cure such default. The Village's failure to cure the default shall relieve Rosen of its obligations under this Agreement, and Rosen may terminate the Agreement or seek the remedy of specific performance from the Village as its sole and exclusive remedies. The Village shall not be liable for any consequential damages.

This paragraph shall not apply for issues related to force majeure or other circumstances beyond the reasonable control of Rosen or the Village, provided that Rosen or the Village have taken reasonable actions and made commercially reasonable, good faith efforts to otherwise comply with the deadlines set forth herein.

17. Entire Agreement: This instrument contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.

18. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, after exhaustion of all appeals or periods for such, or in the event such a court shall determine that the Village does not have the power to perform any such provision, after exhaustion of all appeals or periods for such, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Village from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of any of its monetary obligations under Section 6 of this Agreement, then this Agreement shall terminate.

19. Amendment: This Agreement may not be amended, altered or revoked at any time, in whole or in part, unless such changes are agreed to in writing and signed by all of the parties to this Agreement.

20. Binding On: This Agreement shall be binding on the parties, and their respective successors, assigns, heirs and legal representatives.

21. Section and Other Headings: Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. Authorization to Execute: The officers of Rosen who have executed this Agreement warrant that they respectively have been lawfully authorized by the Board of Directors of Rosen to execute this Agreement on its behalf. Rosen and the Village shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all articles of incorporation, by-laws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ROSEN HYUNDAI ENTERPRISES LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

LRR, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

S. LEVY REAL ESTATE, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

VILLAGE OF ALGONQUIN,  
an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Debby Sosine, President

ATTEST:

By: \_\_\_\_\_  
Fred Martin, Village Clerk

**EXHIBIT A**

**2430 Harnish Road, Algonquin, IL 60102 - PIN: 19-32-153-004**

LOT 5 IN ROSEN ROSEN ROSEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 2001 AS DOCUMENT NUMBER 2001R0052702, IN MCHENRY COUNTY, ILLINOIS.

**775 Randall Road, Algonquin, IL 60102 - PIN: 19-32-153-009**

LOT 1 IN OAKRIDGE HARNISH RESUBDIVISION OF LOT 2 IN ROSEN ROSEN ROSEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 20, 2005 AS DOCUMENT 2005R0089188 THEREOF IN MCHENRY COUNTY, ILLINOIS.

**771 South Randall Road, Algonquin, IL 60102 - PINs: 19-32-153-014 and 19-32-153-007**

LOTS 3 (EXCEPT THE WEST 10 FEET THEREOF) AND 8 IN ROSEN ROSEN ROSEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 2001 AS DOCUMENT NUMBER 2001R0052702, IN MCHENRY COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF LOT 3, EXCEPT THE WEST 10.00 FEET THEREOF CONVEYED TO MCHENRY COUNTY, ILLINOIS, BY QUIT CLAIM DEED RECORDED JULY 30, 2008 AS DOCUMENT NUMBER 20080041806, IN ROSEN ROSEN ROSEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 2001 AS DOCUMENT NUMBER 2001R0052702, IN MCHENRY COUNTY, ILLINOIS, BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS COORDINATE SYSTEM, NAD83(2011) EAST ZONE, WITH A COMBINATION FACTOR OF 0.9999373735, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON AN ILLINOIS COORDINATE SYSTEM NAD 83(2011) EAST ZONE BEARING OF SOUTH 87 DEGREES 20 MINUTES 06 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 10.00 FEET TO THE EAST RIGHT OF WAY LINE OF RANDALL ROAD RECORDED JULY 30, 2008 AS DOCUMENT NUMBER 2008R0041806 AND THE POINT OF BEGINNING; THENCE NORTH 2 DEGREES 40 MINUTES 02 SECONDS EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF RANDALL ROAD, A DISTANCE OF 227.85 FEET TO THE NORHTERLY LINE OF SAID LOT 3; THENCE NORTH 81 DEGREES 39 MINUTES 50 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 3.52 FEET; THENCE SOUTH 2 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 228.52 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 87 DEGREES 20 MINUTES 06 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 2.94 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.017 ACRE, MORE OR LESS.

**789 South Randall Road, Algonquin, IL 60102- PIN: 19-32-153-010**

LOT 2 IN OAKRIDGE HARNISH RESUBDIVISION OF LOT 2 IN ROSEN ROSEN ROSEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 20, 2005 AS DOCUMENT 2005R0089188 THEREOF, IN MCHENRY COUNTY, ILLINOIS.



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

**– M E M O R A N D U M –**

DATE: June 7, 2022

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager  
Katie Gock, Recreation Superintendent

SUBJECT: *Towne Park Master Plan*

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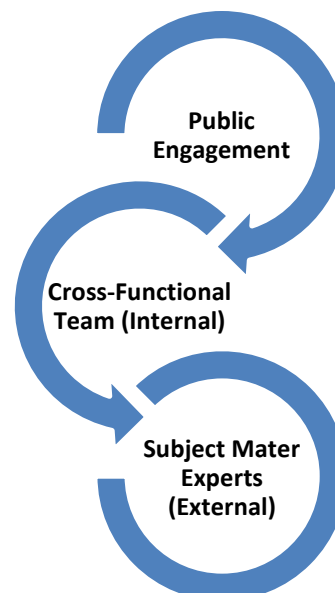
Hitchcock Design Group will present the final Towne Park Master Plan at the Committee of the Whole meeting scheduled for June 14, 2022. Towne Park is classified as a “Community Park” which are diverse in nature and serve a broader purpose than our neighborhood or mini parks. Parks of this classification are designed to offer amenities that draw visitors from the community at-large, even regionally.

**Master Planning Process**

The Towne Park Master Plan is a high-level process that was developed with consideration of the vast historical significance, as well as, the existing floodplain at the site. The scope of a master plan (also referred to as a park improvement plan) include a full site assessment to determine appropriate use and identify major changes to park layout, land-use, and available amenities and activities. Detailed items such as specific products, dimensions, materials, and other site condition are not addressed until the design and engineering phase of the project.

The Village employed a three-point strategy as part of this master plan which includes a robust **Public Engagement** process, a thorough internal review by a **Cross-Functional Working Team** from Recreation, Public Works, and the Village Manager’s Office, all combined with the guidance and impartiality of an external **Subject Matter Expert** from Hitchcock Design Group, with the assistance from Christopher Burke Engineering.

The project kicked off in September 2021 with a site visit with members of Hitchcock Design Group and the Public Works Department. Following this, a



comprehensive public engagement strategy was employed with the following methods:

Strategy	Status
<b>Parks and Recreation Master Plan</b>	Village Board adopted in April 2021
<b>Project Website</b>	Launched in Fall 2021
<b>Public Meeting #1</b>	Held in November 2021
<b>Stakeholder Input Meetings</b>	Held in December 2021
<b>Online Survey</b>	Administered in November/December 2021
<b>Public Meeting #2</b>	Held in March 2022
<b>Stakeholder Input Meeting (Lion's Club)</b>	Held in March 2022
<b>Social Media Campaign</b>	Performed throughout project

In addition, over a dozen staff and consultant meetings took place to synthesize community and stakeholder feedback, evaluate long-term implications, and coordinate improvements with existing long-range plans.

The consensus of the project team is that Towne Park Master Plan, as presented, meets the following objectives:

1. Consistent with long-range Village policy plans and documents.
2. Meets the needs of the local area and community/park system at-large in a cost-effective manner.
3. Addresses the core issues raised during the public and stakeholder engagement process.

Hitchcock Design Group will be available at the Committee of the Whole meeting to present and provide further explanation of the site plan and cost estimates that accompany this memo.

#### **Next Steps**

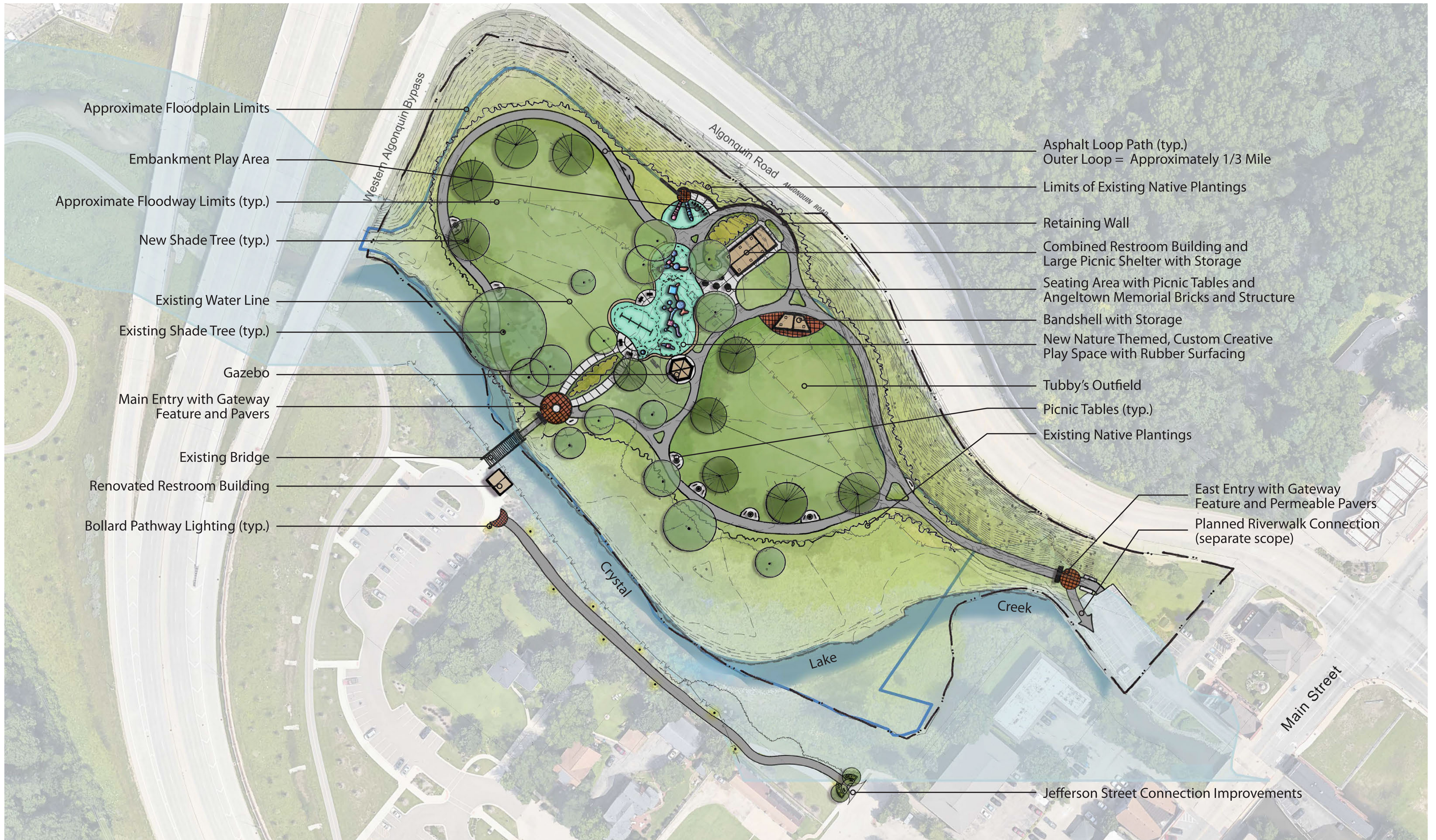
Once the Towne Park Master Plan is approved by the Village Board, staff will begin the final design and engineering process in order to have this project shovel ready for construction in the near future.

#### **Recommendation**

Staff recommends the Committee of the Whole forward the Towne Park Master Plan for approval by resolution at the next Village Board meeting. Please feel free to contact us with any questions at or in advance of the meeting.

C: Robert Mitchard, Public Works Director  
Michele Zimmerman, Assistant Public Works Director  
Vince Kilcullen, General Services Superintendent  
Stacey VanEnkevort, Recreation Supervisor





Approximate Floodplain Limits

Embankment Play Area

Approximate Floodway Limits (typ.)

New Shade Tree (typ.)

Existing Water Line

Existing Shade Tree (typ.)

Gazebo

Main Entry with Gateway Feature and Pavers

Existing Bridge

Renovated Restroom Building

Bollard Pathway Lighting (typ.)

Asphalt Loop Path (typ.)  
Outer Loop = Approximately 1/3 Mile

Limits of Existing Native Plantings

Retaining Wall

Combined Restroom Building and Large Picnic Shelter with Storage

Seating Area with Picnic Tables and Angeltown Memorial Bricks and Structure

Bandshell with Storage

New Nature Themed, Custom Creative Play Space with Rubber Surfacing

Tubby's Outfield

Picnic Tables (typ.)

Existing Native Plantings

East Entry with Gateway Feature and Permeable Pavers

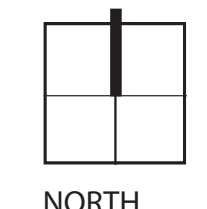
Planned Riverwalk Connection (separate scope)

Jefferson Street Connection Improvements



# Master Plan Towne Park

Algonquin, Illinois



NORTH

SCALE: 1"=50'



ISSUE DATE: June 14, 2022  
All drawings are preliminary and subject to change.  
© 2022 Hitchcock Design Group

PREPARED FOR:  
**Village of Algonquin**  
IN ASSOCIATION WITH:  
Christopher B. Burke Eng.



## Master Plan Cost Opinion - Summary

Date: June 14, 2022  
 RE: Village of Algonquin - Towne Park Master Plan

<b>Construction Costs</b>	
Playground Renovation	\$1,880,056
Combined Restroom Building and Picnic Shelter	\$576,259
Bandshell	\$336,473
Renovated Restroom Building	\$356,555
Gazebo	\$114,260
Trail & Accessibility Improvements	\$373,201
Picnic & Scenic Overlook Areas	\$68,411
Jefferson Street Connection	\$140,331
<b>Construction Costs Subtotal:</b>	<b>\$3,845,545</b>

<b>Other Project Costs</b>	
Burying Existing Electrical Lines (estimate)	\$12,000
Soil Borings and Geotechnical Report (estimate)	\$5,000
Water Main Connection - Open Cut Crystal Creek	<i>not included - to be determined</i>
Construction Testing (estimate)	\$7,500
Wetland Delineation (CBBEL estimate)	\$7,500
Permitting Fees - ND PES (CBBEL estimate)	\$1,000
Permitting Fees - IDNR audit (CBBEL estimate)	\$1,500
Permitting Fees - Army Corps	<i>to be determined pending wetland delineation</i>
<b>Other Project Costs Subtotal:</b>	<b>\$34,500</b>

<b>Design and Engineering Services</b>		
Design and Engineering Fees (estimate)	10%	\$384,555

<b>Total Project Costs:</b>	<b>\$4,264,600</b>
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## Master Plan Cost Opinion

Date: June 14, 2022  
 RE: Village of Algonquin - Towne Park Master Plan

### Playground Renovation

Description	Qty.	Unit	Unit Cost	Extended Cost	
earthwork & excavation	1	LS	\$10,000	\$10,000	
temporary facilities & control	1	LS	\$5,000	\$5,000	
remove and dispose of play equipment and footings	1	LS	\$5,000	\$5,000	
salvage wood planks from equipment	1	LS	\$1,000	\$1,000	
salvage and reset brick memorial pavers	360	SF	\$25	\$9,000	
remove and dispose existing playground barrier	425	LF	\$8	\$3,400	
remove and dispose of play surfacing	390	CY	\$25	\$9,750	
playground equipment - purchase price	1	EA	\$500,000	\$500,000	
playground equipment - installation	1	35%	\$175,000	\$175,000	
playground equipment - purchase price (embankment play)	1	EA	\$150,000	\$150,000	
playground equipment - installation (embankment play)	1	35%	\$52,500	\$52,500	
play surfacing - pour-in-place rubber	10,615	SF	\$20	\$212,300	
play surfacing - pour-in-place rubber (embankment play)	815	SF	\$20	\$16,300	
playground curb	555	LF	\$28	\$15,540	
playground curb (embankment play)	125	LF	\$28	\$3,500	
underdrainage system	1	LS	\$20,000	\$20,000	
underdrainage system (embankment play)	1	LS	\$5,000	\$5,000	
retaining wall - embankment play area	425	SFF	\$100	\$42,500	
concrete paving - pedestrian & seating areas	1,840	SF	\$10	\$18,400	
concrete paving - pedestrian (embankment play access)	400	SF	\$10	\$4,000	
specialty paving - embankment play access	200	SF	\$16	\$3,200	
turf restoration - seed & blanket	1	LS	\$3,000	\$3,000	
plant material - trees, shrubs, & low planting	1	ALLOW	\$10,000	\$10,000	
angeltown tower - wood plank construction	1	ALLOW	\$1,500	\$1,500	
benches	5	EA	\$1,500	\$7,500	
picnic tables	4	EA	\$2,400	\$9,600	
trash receptacles	3	EA	\$1,200	\$3,600	
				Subtotal:	\$1,296,590

### Other Project Costs

Contractor General Conditions (%)	1	LS	10%	\$129,659	
Design Contingency (%)	1	LS	15%	\$194,489	
Bid and Construction Contingency (%)	1	LS	16%	\$207,454	
Escalation	1	LS	4%	\$51,864	
				Subtotal:	\$583,466
<b>Playground Renovation Total:</b>					<b>\$1,880,056</b>

**Combined Restroom Building and Picnic Shelter**

Description	Qty.	Unit	Unit Cost	Extended Cost	
earthwork & excavation	1	LS	\$ 10,000	\$10,000	
temporary facilities & control	1	LS	\$ 3,000	\$3,000	
remove and dispose existing shelter and footings	1	LS	\$ 5,000	\$5,000	
remove and dispose existing storage shed	1	LS	\$ 7,500	\$7,500	
remove and dispose existing concrete	2,430	SF	\$ 4	\$9,720	
remove and dispose existing drinking fountain	1	LS	\$ 1,500	\$1,500	
remove and dispose existing grill	1	LS	\$ 500	\$500	
shelter - purchase	1	LS	\$ 165,000	\$165,000	
shelter - installation	1	75%	\$ 123,750	\$123,750	
shelter footings	6	EA	\$ 800	\$4,800	
electrical service connection	1	ALLOW	\$ 5,000	\$5,000	
water service - adjustments with new building	1	ALLOW	\$ 15,000	\$15,000	
sanitary sewer - connect to existing line	1	ALLOW	\$ 5,000	\$5,000	
concrete paving - shelter pad	2,775	SF	\$ 10	\$27,750	
turf restoration - seed & blanket	1	LS	\$ 5,000	\$5,000	
drinking fountain	1	EA	\$ 6,500	\$6,500	
picnic tables	<i>by owner - reuse existing</i>				
trash receptacles	2	EA	\$ 1,200	\$2,400	
				Subtotal:	\$397,420
<b>Other Project Costs</b>					
Contractor General Conditions (%)	1	LS	10%	\$39,742	
Design Contingency (%)	1	LS	15%	\$59,613	
Bid and Construction Contingency (%)	1	LS	16%	\$63,587	
Escalation	1	LS	4%	\$15,897	
				Subtotal:	\$178,839
<b>Combined Restroom Building and Picnic Shelter Subtotal:</b>					<b>\$576,259</b>

**Bandshell**

Description	Qty.	Unit	Unit Cost	Extended Cost	
earthwork & excavation	1	LS	\$ 5,000	\$5,000	
temporary facilities & control	1	LS	\$ 2,000	\$2,000	
bandshell structure - purchase	1	LS	\$ 115,000	\$115,000	
bandshell structure - installation	1	50%	\$ 57,500	\$57,500	
bandshell - specialty paving	1,600	SF	\$ 16	\$25,600	
bandshell - footings	4	EA	\$ 1,200	\$4,800	
bandshell - electrical connection	1	ALLOW	\$ 5,000	\$5,000	
concrete paving - pedestrian	1,395	SF	\$ 10	\$13,950	
turf restoration - seed & blanket	1	LS	\$ 5,000	\$2,000	
trash receptacles	1	EA	\$ 1,200	\$1,200	
				Subtotal:	\$232,050
<b>Other Project Costs</b>					
Contractor General Conditions (%)	1	LS	10%	\$23,205	
Design Contingency (%)	1	LS	15%	\$34,808	
Bid and Construction Contingency (%)	1	LS	16%	\$37,128	
Escalation	1	LS	4%	\$9,282	
				Subtotal:	\$104,423
<b>Bandshell Total:</b>					<b>\$336,473</b>

**Gazebo**

Description	Qty.	Unit	Unit Cost	Extended Cost
earthwork & excavation	1	LS	\$ 5,000	\$5,000
temporary facilities & control	1	LS	\$ 2,000	\$2,000
gazebo structure - purchase	1	LS	\$ 35,000	\$35,000
gazebo structure - installation	1	50%	\$ 17,500	\$17,500
gazebo pad - concrete paving	390	SF	\$ 10	\$3,900
gazebo - footings	6	EA	\$ 1,200	\$7,200
electrical connection	1	ALLOW	\$ 5,000	\$5,000
turf restoration - seed & blanket	1	LS	\$ 1,000	\$2,000
trash receptacles	1	EA	\$ 1,200	\$1,200
				Subtotal: \$78,800
<b>Other Project Costs</b>				
Contractor General Conditions (%)	1	LS	10%	\$7,880
Design Contingency (%)	1	LS	15%	\$11,820
Bid and Construction Contingency (%)	1	LS	16%	\$12,608
Escalation	1	LS	4%	\$3,152
				Subtotal: \$35,460
				<b>Gazebo Total: \$114,260</b>

**Renovated Restroom Building**

Description	Qty.	Unit	Unit Cost	Extended Cost
earthwork & excavation	1	LS	\$ 5,000	\$5,000
temporary facilities & control	1	LS	\$ 2,500	\$2,500
remove and dispose existing building	1	LS	\$ 15,000	\$15,000
restroom building kit - purchase	1	LS	\$ 100,000	\$100,000
restroom building kit - installation	1	75%	\$ 75,000	\$75,000
remove and dispose existing concrete	750	SF	\$ 4	\$3,000
concrete paving - pedestrian	400	SF	\$ 10	\$4,000
turf restoration - seed & blanket	1	LS	\$ 1,500	\$1,500
trash receptacles	2	EA	\$ 1,200	\$2,400
water service - adjustments with new building	1	ALLOW	\$ 5,000	\$5,000
sanitary connection - adjustments with new building	1	ALLOW	\$ 7,500	\$7,500
electrical service - connect to new building	1	ALLOW	\$ 5,000	\$5,000
grinder pump system replacement (purchase & installation)	1	ALLOW	\$ 20,000	\$20,000
				Subtotal: \$245,900
<b>Other Project Costs</b>				
Contractor General Conditions (%)	1	LS	10%	\$24,590
Design Contingency (%)	1	LS	15%	\$36,885
Bid and Construction Contingency (%)	1	LS	16%	\$39,344
Escalation	1	LS	4%	\$9,836
				Subtotal: \$110,655
				<b>Renovated Restroom Building Total: \$356,555</b>

### Trail & Accessibility Improvements

Description	Qty.	Unit	Unit Cost	Extended Cost	
earthwork & excavation	1	LS	\$ 7,500	\$7,500	
remove and dispose existing asphalt path - full depth	280	CY	\$ 50	\$14,000	
asphalt paving - 8-ft. width	1,695	SY	\$ 36	\$61,020	
concrete paving - pedestrian	1,990	SF	\$ 10	\$19,900	
main entry plaza - specialty paving	865	SF	\$ 16	\$13,840	
main entry plaza - concrete band	160	LF	\$ 20	\$3,200	
east entry plaza - specialty paving	520	SF	\$ 16	\$8,320	
east entry plaza - concrete band	80	LF	\$ 20	\$1,600	
pathway lighting - pedestrian	8	EA	\$ 5,000	\$40,000	
pathway lighting - bollard (east entrance to bandshell)	12	EA	\$ 2,500	\$30,000	
electrical service upgrade and new panel	1	ALLOW	\$ 10,000	\$10,000	
wayfinding signage	1	ALLOW	\$ 5,000	\$5,000	
bike racks	2	EA	\$ 1,200	\$2,400	
benches	16	EA	\$ 1,600	\$25,600	
plant material - trees, shrubs, & low planting	1	ALLOW	\$ 10,000	\$10,000	
turf restoration - seed & blanket	1	LS	\$ 5,000	\$5,000	
				Subtotal:	\$257,380
<b>Other Project Costs</b>					
Contractor General Conditions (%)	1	LS	10%	\$25,738	
Design Contingency (%)	1	LS	15%	\$38,607	
Bid and Construction Contingency (%)	1	LS	16%	\$41,181	
Escalation	1	LS	4%	\$10,295	
				Subtotal:	\$115,821
<b>Trail &amp; Accessibility Improvements Total:</b>					<b>\$373,201</b>

### Picnic & Scenic Overlook Areas

Description	Qty.	Unit	Unit Cost	Extended Cost	
earthwork & grading	1	LS	\$ 2,000	\$2,000	
educational signage	1	ALLOW	\$ 5,000	\$5,000	
concrete paving - picnic table pads	860	SF	\$ 10	\$8,600	
native plants & seeding	165	SY	\$ 12	\$1,980	
annual management	3	YR	\$ 5,000	\$15,000	
soil amendments, plugs, etc.	1	ALLOW	\$ 5,000	\$5,000	
picnic tables	4	EA	\$ 2,400	\$9,600	
				Subtotal:	\$47,180
<b>Other Project Costs</b>					
Contractor General Conditions (%)	1	LS	10%	\$4,718	
Design Contingency (%)	1	LS	15%	\$7,077	
Bid and Construction Contingency (%)	1	LS	16%	\$7,549	
Escalation	1	LS	4%	\$1,887	
				Subtotal:	\$21,231
<b>Picnic &amp; Scenic Overlook Areas Total:</b>					<b>\$68,411</b>

**Jefferson Street Connection**

<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Extended Cost</b>	
restricted vehicular access - bollards	1	LS	\$ 3,000	\$3,000	
gateway column - block wall, stone veneer, & cap	2	EA	\$ 15,000	\$30,000	
concrete paving - entry plaza (pedestrian)	125	SF	\$ 12	\$1,500	
concrete paving - drive apron (vehicular)	150	SF	\$ 20	\$3,000	
depressed curb	24	LF	\$ 20	\$480	
concrete curb and gutter	20	LF	\$ 30	\$600	
pathway lighting - bollard	20	EA	\$ 2,500	\$50,000	
plant material - trees, shrubs, & low planting	1	ALLOW	\$ 5,000	\$5,000	
bench	2	EA	\$ 1,600	\$3,200	
				Subtotal:	\$96,780
<b>Other Project Costs</b>					
Contractor General Conditions (%)	1	LS	10%	\$9,678	
Design Contingency (%)	1	LS	15%	\$14,517	
Bid and Construction Contingency (%)	1	LS	16%	\$15,485	
Escalation	1	LS	4%	\$3,871	
				Subtotal:	\$43,551
<b>Jefferson Street Connection Total:</b>					<b>\$140,331</b>
				<b>Construction Cost Subtotal:</b>	<b>\$3,845,545</b>

**ALTERNATE ITEMS (NOT INCLUDED):****Additional Pedestrian Bridge Connection**

Description	Qty.	Unit	Unit Cost	Extended Cost
earthwork & excavation	1	LS	\$ 10,000	\$10,000
temporary facilities & control	1	LS	\$ 2,000	\$2,000
concrete abutment	2	EA	\$ 23,000	\$46,000
abutment/bridge footing allowance	1	LS	\$ 10,000	\$10,000
bridge framing - steel span system	600	SF	\$ 130	\$78,000
bridge decking - pressure treated lumber	600	SF	\$ 12	\$7,200
bridge picket railing	150	LF	\$ 65	\$9,750
bridge paint	1	LS	\$ 1,000	\$1,000
concrete column core	0.5	CY	\$ 800	\$400
split-face limestone veneer	28	SFF	\$ 40	\$1,120
limestone cap	4	EA	\$ 125	\$500
final shop drawings/engineering fees	1	LS	\$ 25,000	\$25,000
bridge installation	1	75%	\$ 73,478	\$73,478
asphalt paving	330	SY	\$ 36	\$11,880
turf restoration - seed & blanket	1	LS	\$ 1,250	\$1,250
native vegetation restoration - seed and blanket	1	LS	\$ 1,000	\$1,000
bridge permitting	<i>not included</i>			

Subtotal: \$278,578

**Other Project Costs**

Contractor General Conditions (%)	1	LS	8%	\$22,286
Design Contingency (%)	1	LS	15%	\$41,787
Bid and Construction Contingency (%)	1	LS	15%	\$41,787
Escalation	1	LS	4%	\$11,143

Subtotal: \$117,003

**Additional Pedestrian Bridge Connection Total: \$395,580**





June 8, 2022

Dear Village of Algonquin:

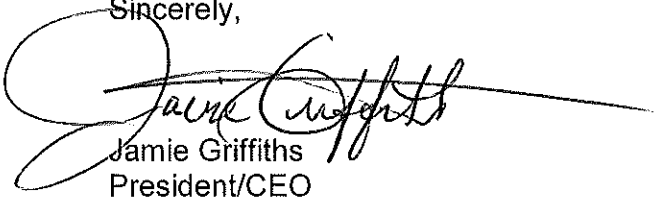
I am writing this letter in support of the Village of Algonquin's Towne Park Master Plan on behalf of the Algonquin Lake in the Hills Chamber.

The Village of Algonquin has been and continues to be a valuable partner to the Chamber. In the past, we have partnered on community initiatives and outreach that have resulted in positive outcomes for our shared service areas.

While the Towne Park Master Plan, as envisioned, will provide immediate benefits such as upgraded amenities and enhanced safety to those who visit and use the park, these investments will also benefit the greater community and surrounding area by positively impacting the local businesses and chamber members.

Thank you for your consideration on this project.

Sincerely,



Jamie Griffiths  
President/CEO



# Algonquin Area Public Library District

**Harnish Main Library** 2600 Harnish Drive • Algonquin, IL 60102 • 847-458-6060  
**Eastgate Branch** 115 Eastgate Drive • Algonquin, IL 60102 • 847-658-4343

[www.aapld.org](http://www.aapld.org)

June 8, 2022

Dear Village of Algonquin Board of Trustees:

On behalf of the Algonquin Area Public Library District, I am writing this letter in support of the Village of Algonquin's Towne Park Master Plan.

The Village of Algonquin has been a longtime and valuable partner to the Algonquin Area Public Library District. Through our partnership, we have been able to work synergistically with the result of reaching more residents to provide educational and recreational programs and events, resources for information, and opportunities for community connection and engagement.

The Towne Park Master Plan, as envisioned, will be a valuable and worthwhile investment into the local parks system as it will provide additional recreational opportunities for residents, attract visitors from other areas to use and enjoy the spaces and facilities, and improve the overall safety conditions and aesthetics at Towne Park.

Having co-hosted events with the Village of Algonquin Recreation Department, including at Towne Park, I can attest that the Village conscientiously considers how to make their parks and recreation spaces attractive and accessible to those who look for spaces for all types of recreation. The Library District will benefit from improvements made at Towne Park as we will likely find more opportunities to collaborate and connect with residents at that location. We look forward to partnering on programs and events in the Village's new and updated park spaces as we continue to build and connect the community.

Thank you for your consideration of this worthy project.

Sincerely,

Sara Murray  
Executive Director  
[smurray@aapld.org](mailto:smurray@aapld.org)  
847-458-3134



# DISTRICT 300

**Superintendent Susan Harkin**

2550 Harnish Drive

Algonquin, IL 60102

susan.harkin@d300.org

847.551.8410

June 10, 2022

Dear Village of Algonquin:

Community Unit School District 300 is writing this letter in support of the Village of Algonquin's Towne Park Master Plan.

The Village of Algonquin has been and continues to be a valuable partner to Community Unit School District 300. The Village has been instrumental in providing services for the school district to carry out its mission of preparing all students for college and careers – including adequate infrastructure to transport students and providing school safety resource officers to promote the health and safety of students. In turn, the Village benefits from the quality of the district's educational services through the attraction of new families and contributions to the Village's young workforce.

The Towne Park Master Plan, as envisioned, will contribute to the parks system by providing additional recreational opportunities to residents, helping to attract visitors to the Village to participate in performing arts events; and improving the overall safety conditions at Towne Park. It is our hope that through these improvements, our students will be provided with additional opportunities to engage in recreational and developmental activities that will positively impact their social and academic development. The school district may also benefit from the increase in equalized assessed valuations, which will ultimately lower burden on taxpayers.

Thank you for your consideration of this project.

Sincerely,

Susan L. Harkin

Superintendent

Community Unit School District 300



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

**– M E M O R A N D U M –**

DATE: June 7, 2022

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager  
Katie Gock, Recreation Superintendent

SUBJECT: *Mineral Springs Concept Plan*

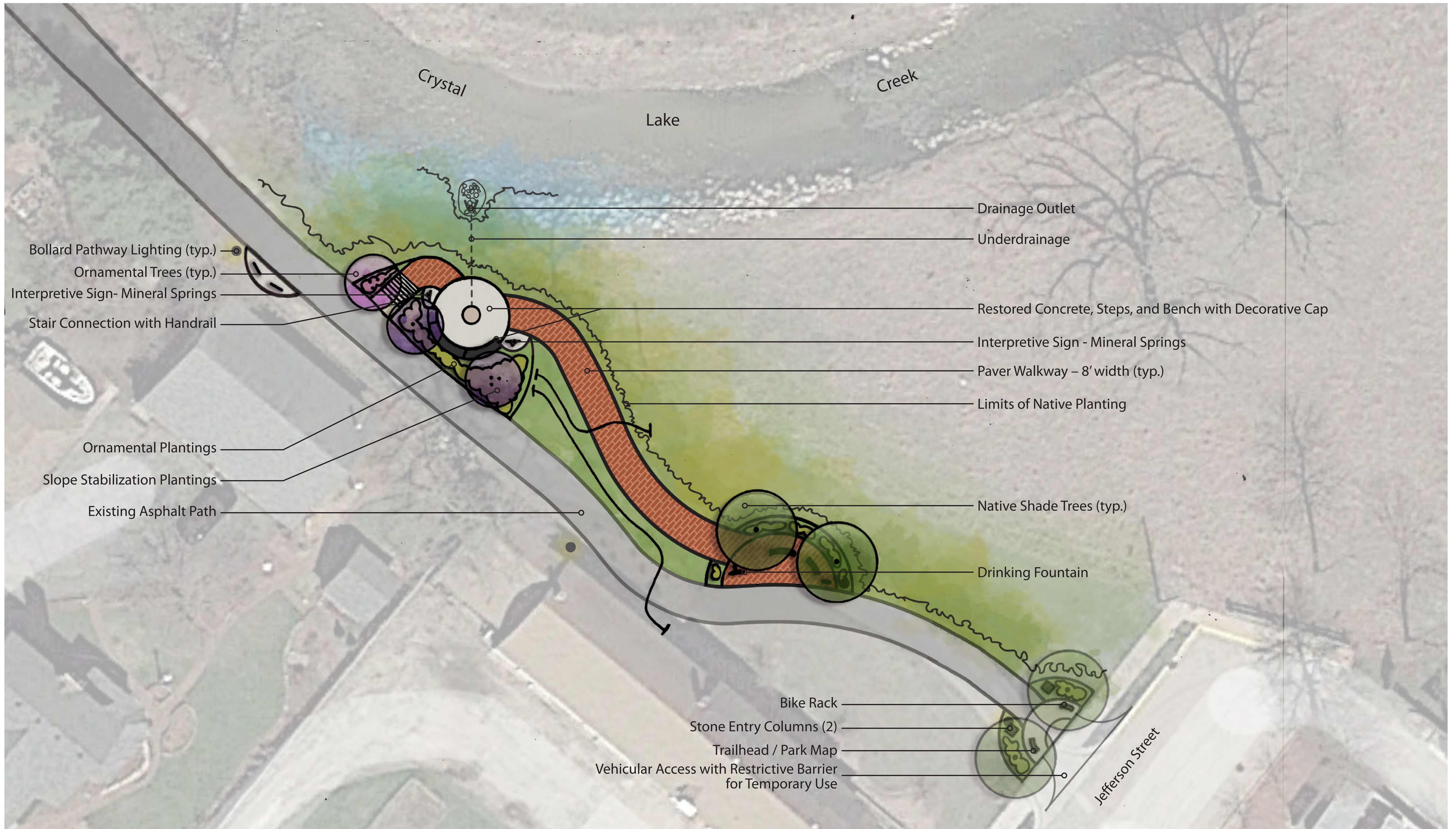
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The Village engaged Hitchcock Design Group (HDG) to develop a design concept for the Mineral Springs site near Jefferson Street in Towne Park. To accomplish this, HDG worked directly with the Historic Commission to obtain design guidance and other desired amenities.

Village staff and HDG met with the Historic Commission at a February 26 special meeting to gain input on design for the Mineral Springs site. A follow up meeting was held with the Historic Commission on May 11 in which the group endorsed the plan, with certain modifications that have been incorporated into the final design that is being presented with this memo.

If the Village Board wishes to proceed with this work, either as presented or modified, staff will need a policy direction to do so in order to appropriately budget, schedule, and coordinate work.

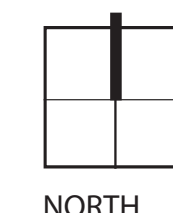
Staff will be available prior to and at the meeting to answer any questions.



# Mineral Springs Area Improvements

## Towne Park

Algonquin, Illinois



NORTH

SCALE: 1"=20'



ISSUE DATE: June 14, 2022  
 All drawings are preliminary and subject to change.  
 © 2022 Hitchcock Design Group

PREPARED FOR:  
 Village of Algonquin



## Cost Opinion - Summary

Date: June 14, 2022

RE: Village of Algonquin - Towne Park Mineral Springs Area Improvements

### Mineral Springs Area Improvements

#### Construction Costs

Mineral Springs Interpretive Area	\$257,778
<b>Construction Costs Subtotal:</b>	<b>\$257,778</b>

#### Other Project Costs

Topographic Survey (estimate)	\$5,000
Soil Borings and Geotechnical Report (estimate)	\$3,500
Construction Testing (estimate)	\$3,500
Permitting Fees (estimate)	\$1,500
<b>Other Project Costs Subtotal:</b>	<b>\$13,500</b>

#### Design and Engineering Services

Design and Engineering Fees (estimate)	15%	\$38,667
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<b>Mineral Springs Area Improvements Total Project Costs:</b>	<b>\$309,944</b>
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## Cost Opinion - Detail

Date: June 14, 2022

RE: Village of Algonquin - Towne Park Mineral Springs Area Improvements

### Mineral Springs Interpretive Area

Description	Qty.	Unit	Unit Cost	Extended Cost	
earthwork & excavation	1	LS	\$ 5,000	\$5,000	
clear, grub, and remove understory vegetation - slopes	1	LS	\$ 2,500	\$2,500	
temporary facilities & control	1	LS	\$ 2,500	\$2,500	
unit paver walkway with concrete base	1,015	SF	\$ 24	\$24,360	
concrete restoration - to existing bench, steps, and cap along with all necessary permitting	1	LS	\$ 89,100	\$89,100	
additional material for cap restoration	1	ALLOW	\$ 11,000	\$11,000	
staircase - cast-in-place concrete	6	CY	\$ 800	\$4,800	
staircase - decorative metal handrail	20	LF	\$ 100	\$2,000	
underdrainage - solid pvc	15	LF	\$ 50	\$750	
underdrainage outlet - duraslot drain	25	LS	\$ 110	\$2,750	
rip rap	1	LS	\$ 1,000	\$1,000	
interpretive signage	3	EA	\$ 1,500	\$4,500	
trailhead signage/park map	1	LS	\$ 1,500	\$1,500	
wayfinding signage	1	LS	\$ 1,000	\$1,000	
drinking fountain - equipment	1	EA	\$ 5,000	\$5,000	
drinking fountain - connect to existing water line	1	LS	\$ 2,000	\$2,000	
drinking fountain - discharge to sanitary sewer	1	LS	\$ 2,000	\$2,000	
bench	2	EA	\$ 1,600	\$3,200	
trash receptacle	2	EA	\$ 1,200	\$2,400	
bike rack	1	EA	\$ 1,200	\$1,200	
plant material - trees, shrubs, & low planting	1	ALLOW	\$ 5,000	\$5,000	
turf restoration - seed & blanket	1	LS	\$ 1,000	\$1,000	
native vegetation restoration - seed and blanket	1	LS	\$ 2,000	\$2,000	
<i>* interpretive area does not include improvements to the spring</i>					
				Subtotal:	\$176,560
<b>Other Project Costs</b>					
Contractor General Conditions (%)	1	LS	10%	\$17,656	
Design Contingency (%)	1	LS	15%	\$26,484	
Bid and Construction Contingency (%)	1	LS	15%	\$26,484	
Escalation	1	LS	6%	\$10,594	
				Subtotal:	\$81,218
<b>Mineral Springs Interpretive Area Total:</b>				<b>\$257,778</b>	



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

**– M E M O R A N D U M –**

DATE: June 7, 2022  
TO: Tim Schloneger, Village Manager  
FROM: Michael Kumbera, Assistant Village Manager  
SUBJECT: *Chapter 3 Municipal Code Updates*

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As a housekeeping measure, staff has reviewed Chapter 3 of the Algonquin Municipal Code and is recommending the attached changes. In general, the changes eliminate redundancies and conflicts, while conforming to existing practice.

The Village Attorney's Office has approved the proposed changes.

**Recommendation**

Staff recommends the Committee of the Whole forward this item to the Village Board for approval by ordinance at their next meeting.



Chapter 3  
**VILLAGE ADMINISTRATION**

- 3.01 Clerk
- 3.02 Treasurer
- 3.03 Collector
- 3.04 Village Attorney
- 3.05 Building Commissioner
- 3.06 Village Engineer
- 3.07 Fiscal and Municipal Year
- 3.08 Corporate Seal
- 3.09 Compensation of Officers
- 3.10 Village Manager
- 3.11 Removal of Officers
- 3.12 Personnel Policies
- 3.13 Budget Officer
- 3.14 Finance Director
- 3.15 Code of Ethics
- 3.16 Rules for Meeting Attendance

**3.01 CLERK**

A. General Duties, Oath, Bond: The Clerk shall have all powers and perform all duties provided by the laws of the State and the ordinances of the Village. The Clerk shall, before entering upon the duties of the office, take and subscribe the usual oath thereof and execute a bond to the Village, with sureties to be approved by the Village Board in the penal sum appearing in Appendix B, conditioned for the faithful performance of the Clerk's duties. The cost of the bond shall be paid by the Village.

B. Duties: The Clerk shall, in addition to the duties imposed by law, perform the following duties:

1. To attend all meetings of the Village Board and keep in a proper book to be styled the "Journal of the Village Board of Trustees of the Village of Algonquin" a full and accurate record of its proceedings. Meetings shall include regular, special, and annual meetings, when the Village Board meets as a Committee of the Whole, and meetings of the Local Liquor Control Commission.
2. To record all ordinances passed by the Village Board, in a suitable book or books kept for that purpose. At the foot of the record for each ordinance there shall be a note of the date of the passage, approval, and publication thereof, which record memorandum or certified copy thereof shall be evidence of the passage and publication of such legal ordinance for all purposes. The original of all ordinances passed by the Village Board shall be filed with the Clerk.
3. To issue notices to the members of the Village Board when directed to do so by the Board, also to the members of the different committees and to all persons whose attendance is required before any committee when directed or requested so to do by the chairperson of such committee.

4. To issue notices of special meetings of the Village Board.
5. To deliver to the President all ordinances or resolutions to be approved or otherwise acted upon by the President, together with all papers on which the same are founded.
6. To maintain custody of and retain possession of the corporate seal of the Village and to affix the same to all papers and documents when required.
7. To have custody of and safely keep and preserve, in the Clerk's office, all papers, books, records, maps, documents, and effects of every description belonging to the Village and not in actual use and possession of other Village officers. To deliver upon demand any of the aforesaid articles, when not needed for immediate use to any officer of the Village having a right to them. Upon the removal or resignation or the expiration of the term of office, to deliver all of such effects to the successor in the office of the Clerk.
8. To sign and keep a record of all licenses and permits issued by and on behalf of the Village and the applications therefore that are not the responsibility of any other officer or official.
9. To file and keep in the Clerk's office the original of all ordinances passed or a pamphlet thereof when the same are published in pamphlet form. When any ordinance is published in a newspaper, to secure from the publisher thereof and attach to such ordinance a certificate of such publication.
10. To prepare all commissions, licenses, permits, and other official documents required to be issued under the laws and ordinances of the Village and to affix the corporate seal thereto. In like manner to attest all deeds for the sale of real estate conveyed by the Village, unless otherwise provided by special ordinance.
11. To execute all orders given from time to time by the Village Board and shall pay over to the Treasurer any moneys belonging to the Village and shall attest the signature of the President to any and all proceedings of the Village Board.

C. Absence: In case the Clerk is absent from any regular or special meeting, the Deputy Clerk, if any, shall act as Clerk Pro Tem. In the absence of both the Clerk and Deputy Clerk, the President may appoint a Village staff member or one of the Trustees as Clerk Pro Tem; such appointment shall not prohibit such trustee from acting in the capacity of Trustee also.

D. Failure to Perform Duties: It shall be unlawful for the Clerk to knowingly and willfully destroy any of the records of the Village or knowingly or willfully omit or fail to perform any of the duties of office. For the violation of any of the provisions of this Section, upon conviction, a fine may be imposed in a sum as found in Appendix B.

E. Salary: The annual salary of the Clerk shall be that sum found in Appendix B.

F. Deputy Clerk: The Clerk may appoint one Deputy Clerk. Because the Clerk's position is part-time, said appointment shall be an employee of the Village who need not be a Village resident. In the absence of the Clerk, the Deputy Clerk will sign documents requiring the signature of the Clerk, and shall affix the Village seal to those documents requiring the Village seal and attend and take minutes of Village Board meetings.

### 3.02 **TREASURER** *Amended 2014-O-38*

A. Appointment: The Treasurer shall be appointed by the President, with the advice and consent of the Village Board, at the annual meeting and shall hold office for a term to expire not later than the end of the last municipal year in the President's term and until a successor is appointed and qualified.

B. Bond: The Treasurer shall, before entering upon the duties of said office and within five days after such appointment and notice thereof, take and subscribe an oath of office and shall enter into a bond with good and sufficient sureties to be approved by the Village Board. The cost of the bond shall be paid by the Village. The amount of the bond shall be in accordance with the Illinois Municipal Code. The bond shall provide that the Treasurer will discharge the duties of the office imposed by the ordinances of the Village and the Illinois Compiled Statutes, and will pay over to the Village and all parties entitled thereto, any and all moneys that come into the hands of such officer or by virtue of any of the duties imposed by the ordinances of the Village and the Illinois Compiled Statutes. The bond shall run to the Village and shall be approved by the Village Board.

C. Duties: The Treasurer shall have the power and perform the duties required by law and by the ordinances of the Village and, among other things, it shall be the Treasurer's duty:

1. To receive all moneys due or belonging to the Village and to give a proper receipt therefore, and to deposit said funds pursuant to the Public Funds Investment Act (235 ILCS 235/1 *et seq.*) as may be from time to time designated as a depository by the President and Village Board, and to pay all orders or warrants authorized by the Village Board and properly drawn and properly signed as provided in Section 3.02-C2.
2. To pay all orders, warrants, and other disbursement checks, including salary and accounts payable, authorized by the Village Board. The Assistant Manager, Comptroller, Clerk, Deputy Clerk, Manager, President, Deputy Treasurer and Treasurer are authorized to sign such documents; and two of the seven signatures are required.
3. To make an entry of the number, date, and amount of each such draft, to whom payable, against what fund drawn, and the date of its presentment for payment in a book for that purpose.
4. To keep, or cause to be kept, a suitable set of books showing in a clear and simple manner all monies received and from whom and on what account or fund they may be received and all monies paid out, to whom, and on what account or fund paid, and for what purpose, and to keep such books and accounts open to the examination of the Village President or any member of the Village Board.

5. To collect from the County Collector of each county in which the Village is located the taxes levied by the Village Board.
6. To annually file certificates of levy, which have been properly signed, with the County Clerk of each county in which the Village is located.
7. To prepare payroll information and submit to payroll services and complete all reports related thereto in a timely fashion, and to make payroll records available as prescribed by law.
8. To assist in the execution of the enacted budget ordinance, including the recommendation of administrative controls when required.
9. To invest surplus money in accordance with the applicable Statutes and policies. ~~to provide maximum return, consistent with prudent judgment, and collateralize all investments over \$100,000 in United States government notes or bonds.~~
10. To complete all journals and ledgers and make them available within a reasonable time following the end of the fiscal year for the auditor to complete the fiscal audit as required by the Illinois Compiled Statutes.
11. To attend meetings of the Village Board and Committee of the Whole as may be required from time to time by the President and Village Board.
12. To supervise the arrangements for bond sales and maintain and provide reports on the debt of the Village.
13. To distribute from the general fund in the various Village funds such amounts as are set off therefore by the annual budget ordinance.
14. To deliver to the successor to office, at the expiration of the term of office, all books, papers, records, money, and things pertaining thereto.
15. To perform other duties and responsibilities as are required from time to time by the President and/or Manager.
16. To render an itemized account or report to the Manager at the beginning of each month. Such report shall show the condition of the books at the end of the preceding month and the balance of the money on hand in the treasury at the end of the preceding month. Such report shall also set forth an itemized statement showing the monies received and from whom and on what account they have been received and also all monies paid out and on what account they shall have been paid. Said report shall be a part of the Manager's monthly report that is submitted to the Village Board at the second meeting of the month.
17. Annual Report: The Treasurer shall render an itemized report and account to

the Village Board annually, and make out and file with the Clerk, a full and detailed account of all the receipts and expenditures of the Village, and of all the transactions as Treasurer during the fiscal year, which report the Clerk shall cause to be published in a newspaper printed and published in the Village, if there is one, and if not, then by publishing the same in a newspaper published in the county.

18. To perform the duties of the Finance Director, if so designated by the Manager.

D. Qualifications: The duties of the Treasurer, as set forth in Section 3.02-C, require technical training and knowledge. No person shall be appointed to the office of Treasurer unless such person has the requisite technical training and knowledge to discharge the duties as set forth in Section 3.02-C.

E. Superior Officer: The Treasurer shall report to the Manager.

F. Salary: The annual salary of the Treasurer shall be the sum found in Appendix B.

G. Deputy Treasurer: The Treasurer, with the approval of the Manager, may appoint up to two Deputy Treasurers who shall, in the absence of the Treasurer, perform the duties of the Treasurer, in addition to any duties assigned by the Treasurer.

### 3.05 BUILDING COMMISSIONER

A. There is hereby established, in and for the Village, the office of Building Commissioner, also known as the Building Inspector, Building Official, or Building and Zoning Officer.

B. The Building Commissioner shall be appointed by the Manager for an indefinite term.

C. It shall be the duty of the Building Commissioner to enforce the building code of the Village and to supervise the construction, reconstruction, alteration and moving of all buildings and approve the issuance of all building permits.

D. Qualifications: The duties of the Building Commissioner as set forth in Section 3.05-C require technical training and knowledge. No person shall be appointed to the office of Building Commissioner unless such person has the requisite technical training and knowledge to discharge the duties as set forth in Section 3.05-C.

~~E. Superior Officer: The Building Commissioner shall report to the Manager.~~

### 3.08 CORPORATE SEAL

The seal provided and used by the Village, which is of circular shape with an outline of a tower in the middle, framed by the Fox River and prairie grasses, and the inscription, "Village of Algonquin

1890,” shall be and is hereby established and declared to be the corporate seal of the Village.

The seal previously provided and used by the Village, which is of circular shape with the impression of an American Indian’s head, with headdress in the center, and the inscription, “Village of Algonquin,” “Incorporated Feb. 1890” around the edge thereof, is hereby retired and shall be recognized as the historic seal of the Village. The historic seal may be used for any ceremonial documents and/or purposes as deemed appropriate by the Clerk, President or Manager.

The seals shall remain in the custody of the Clerk and be used in all cases provided for by ordinance or the Illinois Compiled Statutes, and in all such other cases whereby the use of the corporate seal becomes necessary.

**3.10 VILLAGE MANAGER**

A. Appointment: There is hereby created the office of Village Manager (the “Manager”). The Manager shall be appointed by a majority vote of the Village Board for an indefinite term.

Applicants for Manager shall be interviewed by the Village Board, and the appointment of the Manager shall be contingent upon the applicant signing a contract or letter of agreement regarding conditions of employment. Said contract or letter of agreement shall be approved by a majority vote of the Village Board.

The Manager shall be chosen exclusively on the basis of administrative and executive abilities, skills, education, qualifications, and experience. The office shall be considered a professional position. No elected official of the Village shall be appointed Manager during the term of office for which the person was elected.

B. Acting Manager: In the event the office of Manager becomes vacant, the Village Board, in a majority vote, shall appoint an Acting Manager to perform the duties of the office until such time as a new Manager is appointed as provided herein. The Village Board shall have the authority to create a hierarchy of Village personnel who may temporarily serve as Acting Manager in the event the Manager is absent from the Village or incapacitated from performing the duties of the office.

C. Removal from Office: The Manager may be removed from office at any time for just cause by a majority vote of the Village Board. Not less than 10 days before such removal becomes effective, the Village Board shall furnish the Manager with a written statement setting forth its intentions to remove said Manager from office and the reasons therefore. If requested by the Manager, the Village Board shall conduct a public hearing on the matter during the 10-day period.

D. Powers and Duties: The Manager shall be the chief administrative officer of the Village. All departments shall report to the Manager. The Manager shall be responsible to the Village Board for the proper administration of all affairs of the Village. The powers and duties of the Manager shall be as more specifically set forth below:

- 1. Execution of Policy: The Manager shall execute, on behalf of the Village Board, its policies, enforce its ordinances and resolutions, and otherwise administer the affairs of the Village as directed by the Village Board. The Manager shall have the authority and responsibility to research and analyze

issues and alternatives, as well as to recommend policies, for consideration by the Village Board.

2. Meeting Attendance: The Manager shall attend all meetings of the Village Board and its committees. The Manager shall be permitted to take part in the discussion of all matters coming before the Village Board or its committees. The Manager shall be entitled to notice of all regular and special meetings of the Village Board and its committees.
3. Liaison with Boards and Commissions: The Manager shall cooperate with the advisory boards and commissions created by the Village Board and those that may be created. The Manager shall seek direction from the Village Board as to attendance at such meetings and the degree of staff support to be furnished to the various boards and commissions.
4. Supervision Over Departments and Employees: The Manager shall exercise control over and coordinate the work of all departments, the divisions thereof, and all employees of the Village. For the purposes of this Section 3.10-E4, the persons holding the offices of Village Attorney and Village Engineer are not considered employees of the Village. However, the Manager shall work closely with those officers to coordinate the Manager's efforts with their activities and responsibilities so that Village Board policies involving those offices are properly implemented.
5. Hiring, Appointments: Except for the appointment of the Village Attorney, Engineer and Treasurer, the Manager shall hire and appoint all department heads, as well as any other support staff that directly reports to the Manager. The Manager shall have the authority to hire all other employees or to approve their hiring as permitted in the budget adopted by the Village Board, except for those positions, offices, boards, commissions or other institutions whose appointment or hiring is otherwise governed by this Code or the Illinois Compiled Statutes. The recruitment, selection, hiring, evaluation, promotion, and discipline of employees shall be as provided in the Personnel Policy Manual adopted by the Village Board. The promotion and discipline of sworn police officers shall be governed by Section 4.08.
6. Collector, Budget Officer: The Manager shall serve as the Collector and Budget Officer, as provided for in this Code.
7. Budget Preparation and Administration: The Manager shall:
  - a. Prepare the annual operating and capital improvements budgets and submit them along with opinions and recommendations to the Village Board for review and approval.
  - b. Prepare the annual tax levy ordinance and annual budget ordinance for Village Board review and approval.
  - c. Apply for and seek to acquire such appropriate state, federal, local,

public, and private grants as may be available.

- d. Exercise general direction of the activities of the Treasurer to ensure compliance with state, federal, and local law.
  - e. Act as the Village Purchasing Agent. In this capacity, the Manager shall develop a purchasing manual of procedures for the proper functioning of the purchasing system; approve all purchases previously approved in the annual budget and to be later authorized for payment by the Village Board on the List of Bills, and approve emergency purchases not to exceed \$30,000; assist in the preparation of bid specifications and related documents for Village Board review and approval when required; and administer the Board-approved annual budget after adoption.
8. Compensation Scale Recommendations: The Manager shall annually recommend to the Village Board for its adoption a standard schedule of compensation for employee classifications.
  9. Reports and Studies: The Manager shall evaluate and report, not less frequently than monthly, to the Village Board on the operations of the Village departments. At the direction of the Village Board, the Manager shall conduct studies and submit reports and recommendations in those areas of concern to the Village Board.
  10. Investigation of Complaints: The Manager shall be notified and receive, and shall investigate or have investigated, all complaints in relation to matters concerning the administration of the government of the Village and the services maintained and provided by the Village.
  11. General Recommendations: From time to time the Manager shall recommend to the Village Board the adoption of such measures as may be deemed necessary or expedient for the health, safety, comfort, or welfare of the community or for the improvement of services rendered by the Village when such measures require action by the Village Board.
  12. Matters Directed to Manager's Attention: All officers and department heads shall submit all matters requiring Village Board action or attention to the Manager, who shall submit them to the Village Board with such recommendations as may be deemed necessary. All direction to departments or employees made by the Village Board shall be submitted to the Manager, and the Village Board will then receive the information as to policy and departmental operations from the Manager. The Village Board will deal with administrative services and functions as much as practical through the Manager. In instances where a request or an inquiry is made directly to an employee by a Village Board member, the Manager should be advised of the matter as soon as possible.
  13. Enforcement Authority: The Manager shall have the authority to enforce the



laws, codes, and ordinances of the Village. The Manager may sign complaints in the name of the Village for violations of laws, codes, and ordinances, and shall attend as witness before the court where a trial may be had on such complaints. The Manager shall see that all franchises, permits, licenses, and privileges granted by the Village are faithfully and impartially observed and administered.

14. Emergencies: In the event of an accident, disaster, or other circumstance creating a public emergency, the Manager may award contracts, make purchases, and incur other obligations of the Village for the purpose of meeting said emergency, up to \$30,000. As soon as practical, the Manager shall file with the Village Board a written statement of such emergency, the necessity for such action, and an itemized account of all expenditures or obligations incurred.
15. Authorization to Approve Change Orders: The Manager is authorized to make change orders increasing or decreasing the cost of public contracts by less than \$10,000 or the time of completion by less than 30 days. Pursuant to the authority set forth in 720 ILCS 5/33E-9, the Village Board designates the Manager to approve change orders to any public contract increasing, or decreasing the cost thereof by more than \$10,000 or 15 percent of the awarded contract, whichever is greater, or the time of completion more than 30 days following consultation with respective contractors, vendors, and consultants, with documentation that determine that (a) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (b) the change is germane to the original contract as signed, or (c) the change order is in the best interest of the Village and authorized by law. Copies of all change orders increasing or decreasing the cost of the contract by \$10,000 or more or the time for completion by 30 days or more shall be provided to the Village Board at its next regular meeting following the approval of said change order. The Village Board shall retain concurrent authority with the Manager to approve change orders to public contracts. Change orders, as referenced herein, shall only apply to an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more.
16. Service and Maintenance Contracts: The Manager shall have the authority to sign contracts for professional services or routine services and maintenance that have been approved by the Village Board in the annual budget that are not otherwise subject to competitive bidding and at amounts not to exceed \$30,000. The Manager may grant authority to department heads and/or superintendents to sign contracts for professional services and routine service and maintenance that have been approved by the Village Board in the annual budget at amounts not to exceed \$~~24~~,000.
17. Additional Duties: The Manager shall perform such other duties as may be required of or assigned by the Village Board, consistent with federal and state laws and Village ordinances.

E. Compensation: The compensation for the Manager shall be determined by the Village Board after an annual performance evaluation.

F. Bond: Before entering the duties of the office, the Manager shall execute a bond in such amount and with such sureties as may be required by law and by ordinance, conditioned upon the faithful performance of the duties of the office, and to indemnify the Village against any loss due to any neglect of duty or wrongful act on the part of the Manager. The cost of the premium for said bond shall be paid by the Village.

G. Residency: At the time of appointment, the Manager need not be a resident of the Village. The Manager shall establish residency within the Village with 90 days of the appointment, and shall maintain such residency during the term of the appointment. The Village Board may extend the time for establishing residency on showing of good cause, for up to one year. The Village Board may waive the residency requirement and permit the Manager's residence to be in close proximity to the Village, if so provided in the contract or letter of agreement regarding conditions of employment.

H. Other Employment: The Manager shall devote full time and effort to the performance of the Manager's duties, and shall not engage in any other employment which would have any possibility of being a conflict of interest with the position without the consent of the Village Board.

### 3.14 **FINANCE DIRECTOR** *Amended 2014-O-38*

A. Finance Director Approval: The Manager or designee shall serve as the Finance Director. All bills and claims against the Village shall be referred to the Finance Director for processing. Upon the approval in writing of any bill by the Manager, the same shall be ready for payment upon the requisite vote of the Village Board but not otherwise. Any bill adversely reported by the Manager shall, on request of any two Trustees, be referred to the Committee of the Whole before the same shall be disallowed.

B. Requisitions/Purchase Orders: In accordance with the Village accounting/purchasing software, all purchases are entered electronically as requisitions and are automatically converted to purchase orders upon receipt of established electronic approvals. Electronic signatures on purchase orders and checks are acceptable pursuant to the system outlined in this Section. Anything contained herein to the contrary notwithstanding, the following requisition/purchase order procedures shall be followed:

1. Purchases less than \$1,000 require a requisition/purchase order.
2. Purchases of \$1,000 and over but less than \$4,000 must have a requisition/purchase order approved by the department head or designee.
3. Purchases of \$4,000 and over require a requisition/purchase order approved by the department head or designee. The requisition/purchase order must also be approved by the Manager. In the absence of the Manager, the Finance Director, Assistant Village Manager, or Comptroller has the authority to approve requisition/purchase orders.
4. Once a requisition is approved electronically and converted to a purchase order, the department that originated the requisition will print copies for

distribution (e.g., to the Finance Division, originating department, and vendor).

5. Payment: Upon receipt of the invoice from the department that initiated the purchase order, a check to the vendor is prepared by the General Services Administration Department-Finance Division and sent to the vendor after Village Board approval.
6. Payments may be issued prior to Village Board approval of the List of Bills.
  - a. The Finance Division may process urgent payments as needed on a once-per-week basis pursuant to the approval process in this Section. All such purchases shall be reflected on the next issued List of Bills for Village Board confirmation.
  - b. Direct Invoices: All direct invoices must be approved by the Manager or designee. These include purchases that are made without going through the requisition/purchase order process. Examples of direct invoices are purchases made through authorized credit card purchases or emergency purchases.
7. Purchases Exceeding \$2025,000: To the extent required by the Illinois Compiled Statutes, any work or other public improvement which will not be paid for in whole or in part by special assessment or special taxation, when the expense thereof will exceed \$2025,000, shall be constructed either (a) by a contract let to the lowest responsible bidder after advertising for bids or (b) without advertising for bids if authorized by a vote of two-thirds of all the Trustees then holding office. Such bids are to be ultimately submitted to the Village Board for review and approval.

In nearly all cases, the lowest responsible bid will be accepted. Advertising for bids should take place in local newspapers. In addition, Village representatives may choose to send a notice of bid to prospective bidders.

Following approval of bids, a requisition/purchase order for the purchase in question shall be submitted to the Manager pursuant to this Section.

8. Blanket Purchase Orders: These may be issued only upon approval of the department head, or designee, and the Manager. Blanket purchase orders are used when numerous small purchases are made from a given vendor on a frequent basis. Establishment of blanket purchase orders shall be pursuant to this Section.
9. Emergency Purchases: The Manager may authorize emergency purchases up to \$30,000.

C. Purchase Card Program: The Finance Director shall be charged with implementing and overseeing the Village Purchase Card Program and shall present to the Village Board procedures for the program, to be adopted by motion of the Village Board. Said procedures may

be amended from time to time by motion of the Village Board.



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

**– M E M O R A N D U M –**

DATE: June 14, 2022

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: *GMC (Village Hall) 4G/5G Cellular In-Building Repeater*

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In our current fiscal year budget (FY23), we will be upgrading the Ganek Municipal Center (GMC) in-building cellular repeater. Due to the scheduled end-of-year depreciation of 3G, which is our current in-building solution, we must upgrade this equipment. The current in-building solution is limited to one specific wireless vendor: Verizon Wireless. This system is critical as cellular service is unavailable without this repeater in the entire Police department and portions of GSA.

The system will be upgraded to a 4G/5G repeater and is capable of extending service to cellular phones from all cellular networks; not just Verizon. This system will carry a total one-time cost of \$50,802; which is under the budgeted amount of \$53,000. The hardware will include a 7-year warranty covering parts and service.

These expenses were previously approved as part of the fiscal year 2023 budget, however, as this amount is beyond administrative spending authority, it is recommended the Village Board formally approve this purchase by Resolution.



Algonquin, IL

# **In-Building 4/5G LTE Cellular Coverage Solution Proposal to: City Of Algonquin**

**Reference: 2200 Harnish Drive, Algonquin, IL.**

**May 10, 2022**

**Submitted by:**

Dan Mahlke  
KayTech Coverage Solutions  
813 777 4495  
Dmahlke@KTCoverage.com

**Submitted to:**

Kevin Crook  
Chief Innovation Officer  
847 658 2727  
Kevinc@algonquin.org



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## KAYTECH COVERAGE SOLUTIONS

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To meet this rising demand of reliable Enterprise Cellular, Wi-Fi and Public Safety wireless coverage and capacity. KayTech Coverage Solutions designs, installs and commissions indoor Distributed Antenna System (DAS) solutions for all cellular providers and public safety networks.

The KayTech team is comprised of individuals with significant wireless industry expertise enabling us to offer the best suited solution for any scale of application.

As it is critical that any new DAS solution being implemented does not degrade the overall network of the subject carrier(s), KayTech has the experience and engineering knowledge to ensure a successful deployment on the carrier network. We do this by:

- Utilizing the industry standard design tools (both software modeling and RF analysis)
- Confirming the predicted performance with operational success reporting;
- Actively co-ordination with the carriers involved to manage a seamless installation;

KayTech strives to offer our customers several options when considering a DAS investment and the guidance associated with the various trade-offs in selecting one option over another.

We believe it's important for our customers to be presented with options so they can appreciate the merits of one approach vs another in cost and feature capability.

All of the aforementioned commitments and technical expertise of the KayTech team is the basis of our response to this RFP.

### Some of our Trusted Clients







## **Disclaimers and Rights**

This response, and the solutions and concepts described herein, are the exclusive property of KayTech Coverage Solutions and may not be disclosed to any party other than your wireless service provider without the express written consent of KayTech Coverage Solutions.

KayTech Coverage Solutions reserves the right to change any of the material described within this response at its discretion.

This document contains confidential information that is proprietary to KayTech Coverage Solutions. No part of its contents may be used, copied, disclosed, or conveyed to any party in any manner whatsoever without prior permission from KayTech Coverage Solutions.

## **Notices and Terms**

This Proposal, its attached Exhibits, and the provision of KayTech Coverage Solutions products or services as described in this Proposal, will be subject to, and governed by KayTech Coverage Solutions standard terms and conditions unless otherwise stated.

## PROJECT ASSUMPTIONS

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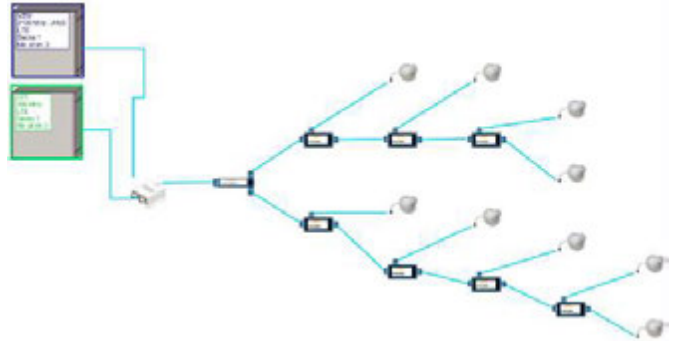
1. **The SOW building has an estimated combined “critical” area of 21,700 sq. feet to improve for cellular coverage.**
2. KayTech and its subcontractors shall conduct all installation services in a non-intrusive manner and will minimize any impact to the organization’s normal, on-going business activities.
3. KayTech will install all equipment during normal working hours (8 hours per day, 5 day work week).
4. No special precautions are planned except normal structured cable installation practices.
5. All cable pathways and conduits are presumed to be available in accordance with the proposed design.
6. Client shall allow full access to all areas where equipment or cables are to be placed by KayTech and its subcontractors. Appropriate notification shall be provided to the Client.
7. Client shall provide adequate space in their MDF and IDF closets for KayTech-provided equipment. KayTech shall provide the appropriate rack (6 ft.) and cable management system.
8. KayTech shall notify Client what subcontractor will be used throughout the project. This subcontractor shall abide to all of the standard practices and directives set forth by KayTech, including the aforementioned Project Assumptions.
9. Passive Intermodulation (PIM) testing is not included in this proposal. Should the wireless carrier require this level of testing, an additional charge would apply.

## SOLUTION OVERVIEW – CELLULAR 4/5G LTE

The KayTech In-building cellular coverage solution proposed shall support all carriers delivering improved signal levels (4 bars or greater) in the client site for 4G services. KayTech Coverage Solutions has developed a design that supports 4/5G/LTE technologies for voice and data using industry standard design software (iBwave) that the associated wireless service providers use.

To provide the most cost effective solution available for the area to be covered, KayTech is proposing:

- **Wide Band Repeater Solution** supporting Verizon, AT&T, T-Mobile LTE



The repeater solution offers a low cost means of providing 4G services from all carriers to the location through a dedicated rooftop antenna. The footprint of the repeater will be extended through a combined passive DAS to distribute the signal throughout the target coverage area location

This area to be covered within this plan will be at the limit of the output power required for the application. That said – this provides the most economical means of covering the space without over engineering. This is a modular design allowing KayTech to add additional amplifiers to cover additional areas.

Coverage areas: The expected coverage shall be a minimum of -95 dBm in 90% of the facility.

### PROPOSED BILL OF MATERIALS (MAJOR COMPONENTS)

The major items contained within this solution are identified herein:

1. (2) Wide Band Repeaters offers 4/5G RF Sources to the DAS;
2. Combiner Network – coaxial cable signal distribution'
3. Antenna Network of splitters, couplers and ceiling mounted antennas.

## **Project Management**

The KayTech Project Manager will abide by standard project management communication formats. Our Project Manager will act as the primary interface to all key decision makers on both the client side, as well as KayTech and its subcontractors. Contact information of the Project Manager shall be provided at contract start.

Standard 8 hour days, 5 day work weeks, no night or weekends are proposed, deviations to this schedule and cost impact are subject to contract change orders.

KayTech reserves the right to engage with appropriate subcontractors for structured cabling and associated work Project Plan

A project plan shall be supplied 10 days after receipt of contract go-ahead (PO) and supplied under separate cover. The projected completion timeframe shall be provided at completion of the final design and price proposal.

## **Project Closeout**

A full As-Built documentation package shall be provided at the conclusion of the installation and commissioning tasks and in accordance with the carrier requirements.

# PRICE PROPOSAL

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Hardware – Active & Passive	\$21,803
Design, Installation, Project Management & Commissioning Services	\$18,750
Additional 5 years warranty – Parts & Service (Total 7 years coverage)	\$10,249
<b>Total</b>	<b>\$50,802</b>
*KayTech is tax exempt, shipping charges not included	

**Notes:**

- 4/5G ATT, VZW, TMO frequencies / bands LTE supported
- Design link in email for SOW confirmation
- Additional (5) years of warranty on equipment and services after initial (2) years equipment and (90) days service provided with system.

## WARRANTY, TERMS AND CONDITIONS

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Quote Valid for:	Warranty:	Payment:	Exclusions on Quoted Price
30 Days	Hardware – 5 years Services – 5 years	50% at PO release, 25% at time of material delivery; balance due when commissioning is completed	Shipping, Taxes

## MAINTENANCE AND SUPPORT PROGRAM

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As a KayTech customer – we want to provide you the best Customer Support program option to address your budget and availability requirements.

KayTech warranties each sale to be free from services defects for 90 days. A manufacturer's warranty will apply to the product used in your KayTech solution. It's important you ask what that term is. Typically, it is two (2) years from date of purchase.

During the Service Warranty period (90 days), any post installation issues related to the installation will be addressed by KayTech at no charge. Following the Services Warranty period, Extended Warranty support services are available.

1. During the first year of installation and commissioning, Kaytech provides remote monitoring of the Repeater system, wherever technology enables this feature, free of cost
2. After the first year of installation and commissioning, Kaytech provides the remote monitoring of the repeater system, at a nominal cost of \$850 per annum with an annual increase of 10% each year thereafter up to 5 years after the first year of installation and commissioning.
3. This remote monitoring is the first level of service to understand the problem to try and provide the solution remotely if possible. If this is not possible due to various reasons, site visit will be required and is chargeable at \$125 per hour including travel time and this is chargeable for a minimum of 4 hours

**KayTech offers standard (90) days service warranty and (2) years equipment warranty from the date of installation and commissioning of the DAS equipment.**

**Kaytech provides Extended Service Warranty and Extended Equipment Warranty Programs after the standard Warranty Period mentioned above.**

### **Extended Service Warranty:**

1. This is for an extended period beyond the 90 days Standard Service Warranty provided from the date of installation and commissioning. This covers only labor/services for the DAS system.
2. Initial troubleshooting will be via phone and coordination with onsite POC. "Best Efforts" applied to arrival onsite, dependant on engineer availability and travel distance of customer site location.
3. This extended Service Warranty covers the cost for sending an engineer onsite to resolve, repair, or replace DAS parts.
4. The DAS equipment repairs and/or replacement, if required, will be on chargeable basis.
5. This Extended Service Warranty based on (1) repeater will be chargeable as below:
  - a. Additional repeater deployments will have alternate costs, please inquire with your sales representative
  - a) First Year of installation and Commissioning (after 90 days Standard Service Warranty ie for a period of 9 months after the first 3 months Standard Service Warranty) \$5,250
  - b) Second Year - \$7,700
  - c) Third Year - \$8,470
  - d) Fourth Year - \$9,317
  - e) Fifth Year - \$10,249

### **Extended Equipment Warranty:**

1. All Equipment of the DAS system are warranted for 2 years from the date of installation and commissioning. This includes all active and passive equipment. Any electronics, cable, antennas, remote, coupler, etc. failure is covered under the Equipment Warranty
2. This Extended Equipment Warranty does not cover the labour/Services for the DAS equipment.
3. After this Standard Warranty period of 2 years after installation and commissioning, Kaytech provides comprehensive Equipment warranty on chargeable basis.

Please contact your sales representative to inquire on additional years of equipment warranty costs.





## CLIENT PROPOSAL ACCEPTANCE

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### **KayTech Contact:**

*Dan Mahlke*

*KayTech Coverage Solutions*

*813 777 4495*

*[Dmahlke@KTCoverage.com](mailto:Dmahlke@KTCoverage.com)*

**Purchase Orders:** [sales@ktcoverage.com](mailto:sales@ktcoverage.com)

### **Client Acceptance:**

I agree to the deliverables and terms of this proposal and authorize KayTech to proceed with project preparations pending release of a binding purchase order.

Name:

Signature:



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

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

DATE: June 14, 2022

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: *Microsoft Enterprise Agreement (Annual Software Licensing)*

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To continue utilizing Microsoft's Server and Client (Windows, Office, Email, etc.) applications in the Village, we must pay a recurring cost of \$49,493.98. These are perennial licenses with software upgrade entitlements and support.

These expenses were previously approved as part of the fiscal year 2023 budget, however, as this amount is beyond administrative spending authority, it is recommended the Village Board formally approve this purchase by Resolution.



Annual Billing

Microsoft Enterprise Agreement				
Village of Algonquin				
Date Updated	Enrollment #	Start Date	End Date	Due Date
2/14/2022	6230863	6/1/2021	5/31/2024	4/17/2022

PO Number	Scheduled Bill		Description	Quantity	Price	Extended Amount	Coverage		Usage Country
	Date	Part Number					Start Date	End Date	
10220154	6/1/2022	76A-00016	EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs	170	\$103.14	\$17,533.80	6/1/2022	5/31/2023	United States
10220154	6/1/2022	269-12442	OfficeProPlus ALNG SA MVL Pltfrm	144	\$90.54	\$13,037.76	6/1/2022	5/31/2023	United States
10220154	6/1/2022	KV3-00353	Win Enterprise Device ALng SA Platform	144	\$40.15	\$5,781.60	6/1/2022	5/31/2023	United States
10220154	6/1/2022	DDJ-00001	Power BI Pro GCC Sub Per User	10	\$85.82	\$858.20	6/1/2022	5/31/2023	United States
10220154	6/1/2022	H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	2	\$182.65	\$365.30	6/1/2022	5/31/2023	United States
10220154	6/1/2022	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	10	\$554.26	\$5,542.60	6/1/2022	5/31/2023	United States
10220154	6/1/2022	5HU-00216	SfBSvr ALNG SA MVL	2	\$616.46	\$1,232.92	6/1/2022	5/31/2023	United States
10220154	6/1/2022	D87-01159	VisioPro ALNG SA MVL	2	\$95.26	\$190.52	6/1/2022	5/31/2023	United States
10220154	6/1/2022	9EA-00039	Win Server DC Core ALng LSA 2L	1	\$277.92	\$277.92	6/1/2022	5/31/2023	United States
10220154	6/1/2022	9EA-00278	Win Server DC Core ALng SA 2L	24	\$119.67	\$2,872.08	6/1/2022	5/31/2023	United States
10220154	6/1/2022	9EM-00270	Win Server Standard Core ALng SA 2L	104	\$17.32	\$1,801.28	6/1/2022	5/31/2023	United States
						<b>Annual Billing Total</b>	<b>\$49,493.98</b>		

Amounts listed here are the upcoming annual invoices for the following agreement year. PO # listed is the same from the previous year and can be changed upon request.



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

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

DATE: June 14, 2022

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: *Police Squad Car Technology Refresh*

---

In our current fiscal year budget (FY23), we will be replacing various technology components (4 of Laptops, 2 of Printers, 3 of Digital Video Recording System) within the Police's squad fleet with like equipment. By aggregating the equipment on a single order, the Village is eligible to receive bulk purchasing incentives (cost discount of approximately \$4,880).

The one-time cost to purchase the requested equipment is \$46,912; which is \$4,888 under our budgeted amount.

These expenses were previously approved as part of the fiscal year 2023 budget, however, as this amount is beyond administrative spending authority, it is recommended the Village Board formally approve this purchase by Resolution.



**CDS Office Technologies**  
 1271 HAMILTON PARKWAY  
 Itasca, Illinois 60143  
 United States  
 (P) 630-625-4519  
 (F) 630-305-9876

Quote
<b>Date</b> Jun 02, 2022 01:11 PM CDT
<b>Modified Date</b> Jun 01, 2022 05:07 PM CDT
<b>Quote #</b> 495013 - rev 1 of 1
<b>Description</b> 4 x CF-33RZ-0AVM, 3 x WJ-VPU4000 with VC35 cam, & 2 x ZQ52-BUE0010-00
<b>SalesRep</b> Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
<b>Customer Contact</b> Crook, Kevin (P) 847-658-2700 kevinc@algonquin.org

**Customer**

Algonquin Police  
 Department (22089)  
 Crook, Kevin  
 2200 Harnish Dr.  
 Algonquin, IL 60102  
 United States  
 (P) 847-658-2719

**Bill To**

Algonquin Police Department  
 Accounts, Payable  
 2200 Harnish Dr.  
 Algonquin, IL 60102  
 United States  
 (P) 847-658-2700

**Ship To**

Algonquin Police Department  
 Crook, Kevin  
 2200 Harnish Dr.  
 Algonquin, IL 60102  
 United States  
 (P) 847-658-2700  
 kevinc@algonquin.org

<b>Customer PO:</b>	<b>Terms:</b> Net 30	<b>Ship Via:</b> UPS Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
<b>Panasonic Toughbook CF-33 - Fully Rugged Tablet Only Public Sector Bundle</b>					
1	Panasonic Toughbook CF-33 - Fully Rugged Tablet Only - Public Sector Specific Win10 Pro, Intel Core i5-10310u 1.7GHz (4.4GHz), VPRO, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), Dual Pass (Ch1:wwan/ch2:wwan-gps), Infrared Webcam, 8MP Rear Camera	CF-33RZ-0AVM	4	\$3,445.00	\$13,780.00
<b>Havis Docks &amp; Power Supplies</b>					
2	Toughbook Certified Tablet Vehicle Dock for the Toughbook CF-33 Dual Antenna Pass Through - USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2) - two front USB ports - Not compatible with tablets that have both Long Life Batteries and Panasonic Rotating Hand Strap	DS-PAN-1201-2	4	\$645.00	\$2,580.00
3	Docking power supply for Toughbook CF-33 & CF-54	LPS-103	4	\$130.00	\$520.00
<b>No Vehicle Mounting (re-use existing metal for dock and keyboard)</b>					
<b>Keyboard (re-use existing adapter plate)</b>					
4	Man & Machine (usa) - So Cool Keyboard Rubberized, spill-proof, no moving parts, red LED backlit keys, touchpad	SOCOOL/BKL/OR/B5	4	\$330.00	\$1,320.00
5	Havis - Third Generation Communications Hub Four (4) fully powered USB 2.0 output ports (type a connectors), one (1) USB 2.0 input port (type b connector), one (1) Ethernet RJ45 port, 9-24V DC power input, 2.0 amp fuse	DS-DA-602	4	\$151.00	\$604.00
<b>No 4G/GPS Combo Antenna (re-use existing antenna)</b>					
<b>Arbitrator VPU4000</b>					
6	Panasonic i-PRO VPU4000 Recording Unit Only Includes WLAN 1 & 2, BT, Common Trigger	WJ-VPU4000	3	\$2,790.00	\$8,370.00
7	i-PRO VC35 wide angle front camera	WV-VC35	3	\$850.00	\$2,550.00
8	Network Cable for front camera (25')	ARB-CABLMAIN	3	\$14.00	\$42.00

#	Description	Part #	Qty	Unit Price	Total
9	Panasonic i-PRO Extended Warranty (years 4-5) for VPU4000, Front Camera, Back Seat Camera Does not include accessories (eg Wireless mic, cables, antennas, distribution box, batteries)	IPS-ICV4-WTY-5Y	3	\$450.00	\$1,350.00
10	Panorama Shark Fin antenna for ICV4000 - Black - Threaded bolt mount 4 WLAN, 1 Bluetooth, 1 GPS , 6.77" x 2.4"	IPS-ICV4-ANT-BL	3	\$325.00	\$975.00
11	Panasonic i-PRO Accessory Kit for VPU4000 Includes 256GB SSD w/ AES Encryption, Power Distribution Box, Battery Backup, 3 x 25' Ethernet cables	IPS-ICV4-ACC	3	\$615.00	\$1,845.00
<b>Accessory Options</b>					
12	Panasonic i-PRO - 256GB Rugged SSD for VPU4000 w/ AES Encryption & pull tab	IPS-ICV4-256SSD	3	\$140.00	\$420.00
13	Panasonic i-PRO - Back Seat Camera for Arbitrator HD/VPU4000 720P Rear Seat IR Camera	WV-VC31	3	\$468.00	\$1,404.00
14	Panasonic i-PRO - Side Camera for Arbitrator HD/VPU4000 720P Side Camera	WV-VC32	9	\$436.00	\$3,924.00
15	Panasonic i-PRO Extended Warranty Years 4 & 5 for Extra Rear/Side Cameras (up to 3)	IPS-VC32-WTY-5Y	3	\$85.00	\$255.00
16	Panasonic - 2.4GHz Wireless Mic - Full Kit 2.4GHz wireless mic with vehicle receiver/station dock w/charger/case	ARB-M24	3	\$585.00	\$1,755.00
17	Lind Electronics - Siren Detection Cable For Panasonic Arbitrator	CBLMS-F00200	3	\$39.00	\$117.00
<b>ICV Licensing/Support - UDE Local Storage</b>					
18	Panasonic i-PRO ICV On-Premise device license for Unified Digital Evidence (UDE) with device management, Live Streaming and IDguard Redaction - 5 years Service Entitlements: 24x7 Help Desk, Software maintenance and support	IPS-ICV-UDE-OP5	3	\$625.00	\$1,875.00
<b>Implementation Services</b>					
19	CDS Office Technologies - IT Services Configure 3 new VPU4000 in vehicles using existing UEMS server software release (no server upgrade)	ZBLOCKCNET	1	\$600.00	\$600.00
<b>Zebra ZQ521 Printer</b>					
20	Zebra ZQ521 DT Printer, media width 4.45"/113mm, Bluetooth 4.1, no battery 203 dpi, up to 5"/sec max print speed, -4 - 131 degree operating temperature range, 2 year warranty	ZQ52-BUE0010-00	2	\$695.00	\$1,390.00
21	Zebra OneCare Essential with Comprehensive Extended service agreement - parts and labor - 5 years - repair time: 3 business days - must be purchased within 30 days of the product purchase - for ZQ500 Series ZQ510, ZQ520	Z1AE-ZQ5X-5C0	2	\$289.00	\$578.00
<b>Zebra ZQ520/1 Battery Eliminator</b>					
22	Zebra Battery Eliminator Includes Printer vehicle cradle with USB lock - does not include power supply - for ZQ500 Series	P1063406-061	2	\$193.00	\$386.00
23	Zebra Power Adapter Power Adapter for Mobile Battery Eliminator, 12~48V, open ended, New Resistor	P1050667-142	2	\$117.00	\$234.00
<b>Zebra USB Cable</b>					
24	Zebra USB cable with twist lock - USB (M) to Micro-USB Type B (M) - 11.5 ft - for ZQ500 Serie	P1063406-146	2	\$19.00	\$38.00

**Subtotal: \$46,912.00**  
 Tax (.0000%): \$0.00  
 Shipping: \$0.00  
**Total: \$46,912.00**

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



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

**– M E M O R A N D U M –**

DATE: May 24, 2022

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: STP Resolution – Souwanas Trail, Oceola Drive & Schuett Street Improvements

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Attached please find a resolution for which the Village has received STP (Surface Transportation Program) funding. These are federal dollars that are available through the Council of Mayors program. Selection for funding is based on tallying eligible points through an application process detailing the project.

This resolution represents the Village's cost share for the re-construction of Souwanas Trail, Oceola Drive from Souwanas to the dead end, and Schuett Street. Under this agreement, we are responsible for approximately \$2,697,620.00 of the cost of the project. A portion of this amount is for the replacement of watermain and sanitary sewer on Schuett Street and Souwanas Trail. This is not funded by the FAU money since it does not involve roadway improvements and is therefore listed as a non-participatory amount.

This project is scheduled for the June 2022 letting through IDOT.

Therefore, please forward this to the Committee of the Whole where it is our recommendation that they take action to move this matter forward to the Village Board for resolution approval.

RESOLUTION No: \_\_\_\_\_

**A Resolution for approving an intergovernmental agreement with the State of Illinois and the Village of Algonquin appropriating funds for the Souwanas Trail, Oceola Drive, and Schuett Street improvements.**

Section No. 17-00092-00-PV

Job No. C-91-098-22

Project No. 9132(817)

**WHEREAS**, the Village of Algonquin is proposing to improve Souwanas Trail, a portion of Oceola Drive and Schuett Street generally consisting of modified pavement reconstruction, storm sewers, sidewalks, curb & gutter, non-participating watermain and non-participating sanitary sewers.

**WHEREAS**, the above state improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

**WHEREAS**, the use of these funds requires a joint funding agreement (hereinafter "AGREEMENT") with IDOT; and

**WHEREAS**, the improvement requires matching funds; and

**NOW, THEREFORE**, be it resolved by the Village of Algonquin:

**Section 1:** The Village of Algonquin hereby appropriates \$2,697,620.00 or as much as may be needed to match the required funding to complete the proposed improvement know as MFT Section Number 17-0092-00-PV and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

**Section 2:** The Village of Algonquin is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

**Section 3:** This resolution will become Attachment 3 of the AGREEMENT.

**Section 4:** The Village Clerk of Algonquin is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

I, Fred Martin, Village Clerk in and for Algonquin, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the Village President and its Board of Trustees at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

IN TESTIMONY WEREOF; I have unto set my hand and seal, at my office, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(seal)





Joint Funding Agreement for  
State-Let Construction Work

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Algonquin		McHenry	17-00092-00-PV
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU/COVID	N/A	CMAQ	11-21-0008

Construction

State Job Number	Project Number
C-91-098-22	9132(817)

Construction on State Letting     Construction Engineering     Utilities     Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Souwanas Trail	FAU 4004	0.53 mi.	0.00	0.53
Location Termini				
Scott Street to Sandbloom Road				
Current Jurisdiction		Existing Structure Number(s)		Add Location
LPA		N/A		Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Souwanas Trail	TR 1905	0.20	0.00	0.20
Location Termini				
Oceola Drive to Scott Street				
Current Jurisdiction		Existing Structure Number(s)		Add Location
LPA		N/A		Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Oceola Drive	TR 1193	0.06	0.16	0.22
Location Termini				
0.1 Mile North of Souwanas Trail to Souwanas Trail				
Current Jurisdiction		Existing Structure Number(s)		Add Location
LPA		N/A		Remove



**Joint Funding Agreement for  
State-Let Construction Work**

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Schuett Street	FAU 4003	0.29	0.40	0.69
Location Termini Hubbard Street to Scott Street				
Current Jurisdiction LPA		Existing Structure Number(s) N/A		<input type="button" value="Add Location"/> <input type="button" value="Remove"/>

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Scott Street	FAU 4002	0.38	0.43	0.81
Location Termini Webster Street to Souwanas Trail				
Current Jurisdiction LPA		Existing Structure Number(s) N/A		<input type="button" value="Add Location"/> <input type="button" value="Remove"/>

**PROJECT DESCRIPTION**

Improvements to Souwanas Trail, Oceola Trail, and Schuett Street generally consisting of modified pavement reconstruction, storm sewers, sidewalks, curb and gutter, non-participating water main, and non-participating sanitary sewers.

**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS**

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

**METHOD OF FINANCING - (State-Let Contract Work Only)**

Check One

- METHOD A - Lump Sum** (80% of LPA Obligation \_\_\_\_\_)  
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - METHOD B - \_\_\_\_\_ Monthly Payments** of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - METHOD C - LPA's Share \_\_\_\_\_ Balance \_\_\_\_\_** divided by estimated total cost multiplied by actual progress payment.  
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.
- Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

**THE LPA AGREES:**

- To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in



accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.

2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress



or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

#### THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
  - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

#### FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged



## Joint Funding Agreement for State-Let Construction Work

against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the LPA expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** LPA's are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input checked="" type="checkbox"/>	4.	GATA Reporting

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.



Joint Funding Agreement for State-Let Construction Work

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Debby Sosine

Title of Official

Village President

Signature

Date

Debby Sosine

5-3-22

The above signature certifies the agency's TIN number is 366005766 conducting business as a Governmental Entity.

DUNS Number 070161971

APPROVED

State of Illinois Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangu Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.

**ADDENDA NUMBER 2**

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>	<b>State Job Number</b>	<b>Project Number</b>
Village of Algonquin	McHenry	17-00092-00-PV	C-91-098-22	9132(817)

**DIVISION OF COST**

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$419,017.00	*				Local	\$104,754.00	BAL	\$523,771.00
Participating Construction	COVID	\$1,080,983.00	**				Local	\$1,607,886.00	BAL	\$2,688,869.00
Non-Participating Construction							Local	\$984,980.00	100%	\$984,980.00
<b>Total</b>		\$1,500,000.00		<b>Total</b>			<b>Total</b>	\$2,697,620.00		\$4,197,620.00

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

\* Maximum FHWA (STU) participation 80% NTE \$419,017

\*\* Maximum FHWA (COVID) participation 80% NTE \$1,080,983

Non-participating Construction includes but not limited to water main, sanitary, etc.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

# Souwanas Trail and Schuett Street Project





## ADDENDA 4

### Grant Accountability and Transparency Act (GATA)

#### Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**PLEASE NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx> )



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

**– M E M O R A N D U M –**

DATE: May 24, 2022

TO: Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Construction Management Services – Northpoint Development*

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As you know, the Village has allowed the Northpoint Development to commence their mass grading of their development site.

As they move into the construction phase, the Village will need on site inspection of their infrastructure installation and public improvements (sewers, watermain, streets, parkway trees, stormwater detention, etc)

Their cost is based off the estimated hours needed for construction oversight which is 3% or less of the Engineer's Opinion of Probable Cost (EOPC)

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of construction oversight services for Northpoint Development to Christopher Burke Engineering for \$395,000.00

**Consulting Engineering**  
**Master Agreement Work Order Form**

**I. Incorporation of Master Agreement**

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

**II. Project Understanding**

**A. General Understanding/Assumptions**

CBBEL understands that the Village would like CBBEL to provide on-site construction observation of site development activities, including all Public Improvements as shown on the approved Engineering Plans for the Northpoint Development.

**III. Scope of Services**

**A. Engineering Services**

Services include inspection of site development activity, including but not limited to: grading/earth moving, all underground utilities (water sanitary, stormwater, street lighting), storm water management facilities, landscaping, roadways, and off-site improvements.

▪ **Construction Inspection:**

1. Preconstruction Services

- Attend Pre-Construction Meeting with Developer, Contractor(s), Village Staff, Utility Company Representatives; Developer shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the Developer a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Developer will provide Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.).
- Review the construction schedule submitted by the Developer for compliance with the plans and specifications.

2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Village Standards and Specifications.
- Shop Drawings and Contractor Submittals:
  - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.

- Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
  - Alert the Contractor’s field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
3. Construction Observation – As-Needed / Required Observation and Assistance to Village Staff assigned to the project.
- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera).
  - Construction Observation of Contractor Work to assist the Village observing improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the approved engineering plans.
  - Answering of questions and resolving issues and concerns from impacted property owners.
  - Enforcement of Storm-water Pollution Prevention Plan (SWPPP) to ensure compliance with IEPA NPDES Permit.
4. Materials QA
- Performance of Quality Assurance Material Testing in conformance with Village requirements for QC/QA Material Testing.
  - CBBEL will utilize Rubino Engineering, Inc. (Rubino) for the material testing portions of this contract. Rubino will provide Quality Assurance (QA) testing as outlined by IDOT’s Bureau of Material and Physical Research, and further described in the Construction Manual.
  - The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the contractor’s QC sub-contractor and Rubino for compliance with the project specifications.
5. Closeout
- Develop and ensure completion of “Punch List.”
  - Assist the Village with a Warranty review to identify and direct Contractor to address any issues that arise during warranty period.
  - Verify all necessary material inspection has been received and documented.

**B. Meetings/Coordination**

As needed basis.

**C. Services by Others**

As needed basis.

**D. Not included in Work Order**  
N/A

**IV. Man-Hour & Fee Summary**

This work will be completed by CBBEL staff with the assistance of subconsultants, as needed, (Rubino). Rubino's fee is estimated to be \$5,000.00.

We will bill you on a time and materials basis at the rates specified on the attached Standard Charges for Professional Services for a not-to-exceed fee of \$395,000.00 unless otherwise authorized by the Village of Algonquin.

VILLAGE OF ALGONQUIN

Accepted by: \_\_\_\_\_

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

Date: \_\_\_\_\_

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**VILLAGE OF ALGONQUIN**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal.....	210
Engineer VI.....	200
Engineer V.....	185
Engineer IV.....	155
Engineer III.....	135
Engineer I/II.....	110
Survey V.....	173
Survey IV.....	179
Survey III.....	174
Survey II.....	143
Survey I.....	108
Engineering Technician V.....	173
Engineering Technician IV.....	138
Engineering Technician III.....	120
Engineering Technician I/II.....	100
CAD Manager.....	184
CAD II.....	135
GIS Specialist III.....	146
GIS Specialist I/II.....	94
Landscape Architect.....	166
Landscape Designer I/II.....	94
Environmental Resource Specialist V.....	169
Environmental Resource Specialist IV.....	146
Environmental Resource Specialist III.....	110
Environmental Resource Specialist II.....	90
Environmental Resource Technician.....	114
Administrative.....	105
Engineering Intern.....	49

Updated March 29, 2022



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

**– M E M O R A N D U M –**

DATE: June 7, 2022

TO: Tim Schloneger, Village Administrator

FROM: Robert Mitchard, Public Works Director

SUBJECT: Award Construction Contract Harrison Street/Washington Street Parking Lot Construction

---

On Monday June 6, 2022 bids for the Harrison Street/Washington Street Parking Lot Construction Project were opened, 5 bids were received. The low bid was submitted by Chicagoland Paving in the amount of \$115,000. (Bid Tab is attached) The Engineers estimate was \$101,004 and staff budgeted \$150,000 in the Street Improvement Capital Budget. Due to prices of materials going up in the past month, the actual bids were higher than the Engineers' estimate, and we believe these are good prices.

The Bids have been reviewed and staff recommends awarding the Construction Contract to Chicagoland Paving in the amount of \$115,000. Chicagoland has successfully completed projects for the Village previously.

Please advise if you have any questions.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

June 8, 2022

Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

Attention: Bob Mitchard, Public Works Director

Subject: **Bid Results and Recommendation**  
Harrison Street and Washington Street Parking Lot Construction  
(CBBEL Project No. 070273.00145)

Dear Bob:

On Monday June 6, 2022, the bids for the above referenced project were opened. Five (5) bids were received and the low bidder was Chicagoland Paving with a total bid of \$115,000.00. The Engineer's Estimate was \$101,004.00 which was prepared several months ago before prices in construction materials and labor rose.

CBBEL recommends the project be awarded to Chicagoland Paving as they have successfully completed projects for the Village of Algonquin in the past and CBBEL has had positive experience with them as well.

Please advise if you have any questions regarding our recommendation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John M. Heinz'.

John M. Heinz  
Senior Construction Manager



**VILLAGE OF ALGONQUIN  
HARRISON STREET AND WASHINGTON STREET PARKING LOT CONSTRUCTION  
(CBBEL PROJECT NO. 070273.00145)**

**BID OPENING JUNE 6, 2022 AT 10:00 AM**

**BID RESULTS**

	<b>COMPANY</b>	<b>BID</b>
	ENGINEER'S ESTIMATE	\$101,004.00
1	Chicagoland Paving Contractors	\$115,000.00
2	Schroeder Asphalt Services	\$117,000.67
3	ALamp Concrete Contractors	\$137,637.67
4	Martam Construction	\$149,923.00
5	Copenhaver Construction	\$154,767.00

Washington St Harrison St Parking lot

BIDTAB

Design Firm Name: Christopher B. Burke Engineering  
 Design Firm Project #: 070273.00145

SP	PAY ITEM NUMBER	PAY ITEM NAME	UNIT OF MEASURE	UNIT PRICE	Quantity	Engineers Estimate		Chicagoland Paving		Schroeder Asphalt Services		Alamp Concrete Contractors		Martam Construction		Copenhaver Construction	
						Project Total	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	
	20200100	EARTH EXCAVATION	CU YD	\$30.00	515	\$15,450.00	\$32.50	\$16,737.50	\$35.00	\$18,025.00	\$45.00	\$23,175.00	\$35.00	\$18,025.00	\$61.00	\$31,415.00	
	20800150	TRENCH BACKFILL	CU YD	\$50.00	18	\$900.00	\$12.00	\$216.00	\$13.00	\$234.00	\$50.00	\$900.00	\$90.00	\$1,620.00	\$39.00	\$702.00	
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	\$2.00	830	\$1,660.00	\$1.25	\$1,037.50	\$1.25	\$1,037.50	\$2.50	\$2,075.00	\$4.00	\$3,320.00	\$3.00	\$2,490.00	
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	\$10.00	199	\$1,990.00	\$5.00	\$995.00	\$8.00	\$1,592.00	\$12.00	\$2,388.00	\$6.00	\$1,194.00	\$6.00	\$1,194.00	
	28000400	PERIMETER EROSION BARRIER	FOOT	\$5.00	197	\$985.00	\$3.50	\$689.50	\$5.50	\$1,083.50	\$1.00	\$197.00	\$5.00	\$985.00	\$6.00	\$1,182.00	
	28000500	INLET AND PIPE PROTECTION	EACH	\$150.00	1	\$150.00	\$150.00	\$150.00	\$200.00	\$200.00	\$15.00	\$15.00	\$230.00	\$230.00	\$150.00	\$150.00	
	28000510	INLET FILTERS	EACH	\$150.00	1	\$150.00	\$150.00	\$150.00	\$200.00	\$200.00	\$15.00	\$15.00	\$175.00	\$175.00	\$120.00	\$120.00	
	28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	\$3.50	199	\$696.50	\$1.00	\$199.00	\$4.00	\$796.00	\$0.01	\$1.99	\$2.00	\$398.00	\$1.00	\$199.00	
	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	\$13.00	46	\$598.00	\$5.00	\$230.00	\$8.50	\$391.00	\$10.00	\$460.00	\$10.00	\$460.00	\$14.00	\$644.00	
	35102200	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	\$26.00	830	\$21,580.00	\$15.00	\$12,450.00	\$14.65	\$12,159.50	\$33.50	\$27,805.00	\$20.00	\$16,600.00	\$15.00	\$12,450.00	
	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	\$1.00	1888	\$1,888.00	\$0.01	\$18.68	\$0.01	\$18.68	\$0.01	\$18.68	\$1.00	\$1,868.00	\$1.00	\$1,868.00	
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	\$1.00	374	\$374.00	\$0.01	\$3.74	\$0.01	\$3.74	\$0.01	\$3.74	\$1.00	\$374.00	\$1.00	\$374.00	
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$100.00	117	\$11,700.00	\$100.00	\$11,700.00	\$140.00	\$16,380.00	\$115.00	\$13,455.00	\$160.00	\$18,720.00	\$160.00	\$21,060.00	
	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	\$100.00	93	\$9,300.00	\$125.00	\$11,625.00	\$150.00	\$13,950.00	\$130.00	\$12,090.00	\$170.00	\$15,810.00	\$190.00	\$17,670.00	
	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	\$75.00	28	\$2,100.00	\$140.00	\$3,920.00	\$94.00	\$2,632.00	\$125.00	\$3,500.00	\$65.00	\$1,820.00	\$175.00	\$4,900.00	
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	\$20.00	25	\$500.00	\$34.00	\$850.00	\$15.25	\$381.25	\$15.25	\$381.25	\$18.00	\$450.00	\$55.00	\$1,375.00	
	42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	\$24.00	136	\$3,264.00	\$34.00	\$4,624.00	\$19.00	\$2,584.00	\$15.25	\$2,074.00	\$16.00	\$2,176.00	\$22.00	\$2,992.00	
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	\$15.00	327	\$4,905.00	\$10.00	\$3,270.00	\$15.00	\$4,905.00	\$10.00	\$3,270.00	\$16.00	\$5,232.00	\$15.00	\$4,905.00	
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	\$12.00	99	\$1,188.00	\$10.00	\$990.00	\$15.00	\$1,485.00	\$9.00	\$891.00	\$14.00	\$1,386.00	\$14.00	\$1,386.00	
	44000600	SIDEWALK REMOVAL	SQ FT	\$2.00	161	\$322.00	\$2.50	\$402.50	\$5.00	\$805.00	\$4.50	\$724.50	\$10.00	\$1,610.00	\$10.00	\$1,610.00	
	44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	\$85.00	17	\$1,445.00	\$75.00	\$1,275.00	\$50.00	\$850.00	\$55.00	\$935.00	\$480.00	\$8,160.00	\$178.00	\$3,026.00	
	550B0040	STORM SEWERS, CLASS B, TYPE 1 10"	FOOT	\$45.00	106	\$4,770.00	\$91.00	\$9,646.00	\$93.00	\$9,858.00	\$137.00	\$14,522.00	\$115.00	\$12,190.00	\$107.00	\$11,342.00	
	60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	\$1,500.00	1	\$1,500.00	\$1,725.00	\$1,725.00	\$1,800.00	\$1,800.00	\$4,000.00	\$4,000.00	\$3,350.00	\$3,350.00	\$4,500.00	\$4,500.00	
	60219530	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 23 FRAME AND GRATE	EACH	\$4,000.00	1	\$4,000.00	\$7,350.00	\$7,350.00	\$7,300.00	\$7,300.00	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00	\$4,900.00	\$4,900.00	
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	\$30.00	99	\$2,970.00	\$84.00	\$8,316.00	\$58.00	\$5,742.00	\$48.50	\$4,801.50	\$50.00	\$4,950.00	\$35.00	\$3,465.00	
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	\$1.50	766	\$1,149.00	\$2.30	\$1,761.80	\$1.75	\$1,340.50	\$4.46	\$3,416.36	\$5.00	\$3,830.00	\$3.00	\$2,298.00	
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	\$2.50	171	\$427.50	\$16.00	\$2,736.00	\$5.00	\$855.00	\$7.15	\$1,222.65	\$8.00	\$1,368.00	\$10.00	\$1,710.00	
*	20013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	\$10.00	90	\$900.00	\$15.00	\$1,350.00	\$20.00	\$1,800.00	\$1.00	\$90.00	\$35.00	\$3,150.00	\$25.00	\$2,250.00	
*	20013798	CONSTRUCTION LAYOUT	L SUM	\$2,000.00	1	\$2,000.00	\$8,176.78	\$8,176.78	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$7,820.00	\$7,820.00	\$8,500.00	\$8,500.00	
*	N/A	CONCRETE WHEEL STOP	EACH	\$80.00	24	\$1,920.00	\$75.00	\$1,800.00	\$110.00	\$2,640.00	\$125.00	\$3,000.00	\$300.00	\$7,200.00	\$120.00	\$2,880.00	
*	N/A	SEEDING (SPECIAL)	SQ YD	\$1.00	242	\$242.00	\$2.50	\$605.00	\$6.00	\$1,452.00	\$5.00	\$1,210.00	\$6.00	\$1,452.00	\$5.00	\$1,210.00	
						\$101,004.00		\$115,000.00		\$117,000.67		\$137,637.67		\$149,923.00		\$154,767.00	

**Washington St Harrison St Parking lot**

Summary of Quantities

Design Firm Name: Christopher B. Burke Engineering  
 Design Firm Project #: 070273.00145

**Engineers Estimate (EEOPC)**

SP	PAY ITEM NUMBER	PAY ITEM NAME	UNIT OF MEASURE	UNIT PRICE	Quantity	Project Total
	20200100	EARTH EXCAVATION	CU YD	\$30.00	515	\$15,450.00
	20800150	TRENCH BACKFILL	CU YD	\$50.00	18	\$900.00
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	\$2.00	830	\$1,660.00
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	\$10.00	199	\$1,990.00
	28000400	PERIMETER EROSION BARRIER	FOOT	\$5.00	197	\$985.00
	28000500	INLET AND PIPE PROTECTION	EACH	\$150.00	1	\$150.00
	28000510	INLET FILTERS	EACH	\$150.00	1	\$150.00
	28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	\$3.50	199	\$696.50
	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	\$13.00	46	\$598.00
	35102200	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	\$26.00	830	\$21,580.00
	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	\$1.00	1868	\$1,868.00
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	\$1.00	374	\$374.00
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$100.00	117	\$11,700.00
	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	\$100.00	93	\$9,300.00
	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	\$75.00	28	\$2,100.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	\$20.00	25	\$500.00
	42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	\$24.00	136	\$3,264.00
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	\$15.00	327	\$4,905.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	\$12.00	99	\$1,188.00
	44000600	SIDEWALK REMOVAL	SQ FT	\$2.00	161	\$322.00
	44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	\$85.00	17	\$1,445.00
	55080040	STORM SEWERS, CLASS B, TYPE 1 10"	FOOT	\$45.00	106	\$4,770.00
	60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	\$1,500.00	1	\$1,500.00
	60219530	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 23 FRAME AND GRATE	EACH	\$4,000.00	1	\$4,000.00
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	\$30.00	99	\$2,970.00
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	\$1.50	766	\$1,149.00
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	\$2.50	171	\$427.50
*	Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	\$10.00	90	\$900.00
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	\$2,000.00	1	\$2,000.00
*	N/A	CONCRETE WHEEL STOP	EACH	\$80.00	24	\$1,920.00
*	N/A	SEEDING (SPECIAL)	SQ YD	\$1.00	242	\$242.00
						<b>\$101,004.00</b>

**Chicagoland Paving**

Unit Price	Cost
\$32.50	\$16,737.50
\$12.00	\$216.00
\$1.25	\$1,037.50
\$5.00	\$995.00
\$3.50	\$689.50
\$150.00	\$150.00
\$150.00	\$150.00
\$1.00	\$199.00
\$5.00	\$230.00
\$15.00	\$12,450.00
\$0.01	\$18.68
\$0.01	\$3.74
\$100.00	\$11,700.00
\$125.00	\$11,625.00
\$140.00	\$3,920.00
\$34.00	\$850.00
\$34.00	\$4,624.00
\$10.00	\$3,270.00
\$10.00	\$990.00
\$2.50	\$402.50
\$75.00	\$1,275.00
\$91.00	\$9,646.00
\$1,725.00	\$1,725.00
\$7,350.00	\$7,350.00
\$84.00	\$8,316.00
\$2.30	\$1,761.80
\$16.00	\$2,736.00
\$15.00	\$1,350.00
\$8,176.78	\$8,176.78
\$75.00	\$1,800.00
\$2.50	\$605.00
<b>\$115,000.00</b>	

Unit Price Difference	Unit Price Greater than 110%	Unit Price Less than 90%	Cost Difference from EEOPC	Change from EEOPC
108.3%			\$1,287.50	1.3%
24.0%	*		-\$684.00	-0.7%
62.5%	*		-\$622.50	-0.6%
50.0%	*		-\$995.00	-1.0%
70.0%	*		-\$295.50	-0.3%
100.0%			\$0.00	0.0%
100.0%			\$0.00	0.0%
28.6%	*		-\$497.50	-0.5%
38.5%	*		-\$368.00	-0.4%
57.7%	*		-\$9,130.00	-9.0%
1.0%	*		-\$1,849.32	-1.8%
1.0%	*		-\$370.26	-0.4%
100.0%			\$0.00	0.0%
125.0%	*		\$2,325.00	2.3%
186.7%	*		\$1,820.00	1.8%
170.0%	*		\$350.00	0.3%
141.7%	*		\$1,360.00	1.3%
66.7%	*		-\$1,635.00	-1.6%
83.3%	*		-\$198.00	-0.2%
125.0%	*		\$80.50	0.1%
88.2%	*		-\$170.00	-0.2%
202.2%	*		\$4,876.00	4.8%
115.0%	*		\$225.00	0.2%
183.8%	*		\$3,350.00	3.3%
280.0%	*		\$5,346.00	5.3%
153.3%	*		\$612.80	0.6%
640.0%	*		\$2,308.50	2.3%
150.0%	*		\$450.00	0.4%
408.8%	*		\$6,176.78	6.1%
93.8%	*		-\$120.00	-0.1%
250.0%	*		\$363.00	0.4%
113.9%	*		\$13,996.00	13.9%



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

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

DATE: *June 7, 2022*

TO: *Bob Mitchard, Public Works Director*

FROM: *Jason Schutz, Utilities Superintendent*

SUBJECT: *Pressure Reducing Valve Replacement Program Year 2*

---

Background:

Engineering Enterprises, Inc. (EEI) and the Village has outlined a three-year program that eliminates and upgrades specific pressure reducing valve stations (PRV's) within our complex water system. Year 1 has been completed, and now we are proceeding with year 2. This project entails the elimination of our PRV at the intersection of Arquilla and Hanson Road. This PRV is located between zones 4 and 4B and primarily services the commercial properties at the intersection of Hanson and Algonquin Road. The work involves the removal of the PRV and reconnection of water main after the installation of individual PRV's in each structure located in zone 4B. Additionally, a water quality flushing device will be installed on the dead-end water main in zone 4B and installation of an adjacent sanitary manhole. This specific PRV has been an ongoing issue every winter that would flood the lower parking lot of the commercial buildings and cause an ice rink. Due to multiple failures, staffs time, and now obsolete parts, we have identified that pulling the whole station out and installing separate pressure reducing valves on each structure is the most efficient and effective way to ensure reliability.

Recommendation:

Currently, in the Capital Improvement Budgets within the Water and Sewer Improvement Fund 12900400-42232, we have \$85,000.00 budgeted in Engineering Services for this PRV replacement. We recommend that the necessary actions are taken to contract EEI exclusively, in the amount of \$77,082.00 for our year 2 design and construction agreement.



Engineering Enterprises, Inc.

June 1, 2022

Mr. Jason Schutz  
Utilities Superintendent  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102

**Re: Professional Services Agreement – Design and Construction  
Pressure Reducing Valve Station Replacement – Year 2**

Dear Mr. Schutz:

Attached you will find Engineering Enterprises, Inc. Professional Services Agreement for the Pressure Reducing Valve Station Replacement – Year 2 project. Detailed scope of services, fees and schedule are attached. We propose to provide our professional services for a fixed fee of \$77,082.

We look forward to working with you and members of your staff on this project. If you have any questions or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink that reads 'Julie A. Morrison'.

Julie A. Morrison  
Sr. Project Manager / Principal

JAM/kdw

Enclosures

pc: KDW, DMT, ARS – EEI (Via E-mail)

**Agreement for Professional Services**  
***Pressure Reducing Valve Station Replacement – Year 2***  
***Design and Construction Engineering***

THIS AGREEMENT, by and between the Village of Algonquin, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary design and construction engineering services to the Village as indicated on the included Attachment B. Design and Construction Engineering services shall be provided for all improvements shown on Attachment C. All Engineering will be in accordance with all Village requirements.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

**C. Compensation and maximum amounts due to Contractor:**

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment D. Design and Construction Engineering services will be provided for the Fixed Fee amount of \$77,082. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

The Fixed Fee value for this contract shall remain in effect for the duration of the project as defined within the project schedule. If unforeseen circumstances, due to no fault of the ENGINEER, the project extends beyond the contract schedule, the ENGINEER reserves the right to request additional compensation for its services.

**E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This

confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without Contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

**F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

**G. Independent Contractor:**

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

**H. Certifications:**

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:  United States Citizen  Resident Alien  Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.



Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): \_\_\_ Individual \_\_\_ Real Estate Agent \_\_\_ Sole Proprietorship \_\_\_ Government Entity \_\_\_ Partnership \_\_\_ Tax Exempt Organization (IRC 501(a) only) x Corporation \_\_\_ Not for Profit Corporation \_\_\_ Trust or Estate \_\_\_ Medical and Health Care Services Provider Corp.

**I. Indemnification:**

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

**J. Insurance:**

Insurance coverage will be provided consistent with the coverage defined within the Village of Algonquin Professional Services Agreement.

**K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the Attachments and within the Village of Algonquin Professional Service Agreement, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

*Attachment A: Standard Terms and Conditions*

*Attachment B: Scope of Services*

*Attachment C: Location Map*

*Attachment D: Estimated Level of Effort and Associated Cost*

*Attachment E: Anticipated Project Schedule*

*Attachment F: Standard Schedule of Charges*

**L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the Village:

Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102  
Attn: Tim Schloneger  
Village Manager

For the Contractor:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554  
Attn: Julie A. Morrison, P.E.  
Sr. Project Manager / Principal

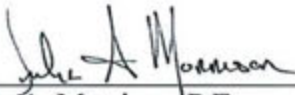
Either of the parties may designate in writing from time-to-time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_ day of \_\_\_\_\_, 2022.

Village of Algonquin

Engineering Enterprises, Inc.:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
\_\_\_\_\_  
Julie A. Morrison, P.E.  
Sr. Project Manager / Principal

Attest

Attest

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
\_\_\_\_\_  
Angela R. Smith  
Executive Assistant

## ATTACHMENT A

### STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected

in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such

force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

## Attachment B – Scope of Services

### Pressure Reducing Valve Station Replacement – Year 2 Village of Algonquin

The Village has outlined a three-year program that eliminates and upgrades specific pressure reducing valve stations (PRVs) within its water system. The Village has completed the Year 1 work and is now proceeding with Year 2. Year 2 includes the following scope:

#### Arquilla PRV Elimination

This PRV is between Zones 4 & 4B and primarily services the commercial properties at the intersection of Hanson & Algonquin. The work involves the removal of the PRV and reconnection of water main after the installation of individual PRV's in each structure located in Zone 4B. Additionally a water quality flushing device shall be installed on the dead-end water main in Zone 4B and installation of an adjacent sanitary manhole.

The following list of work items establishes the scope of engineering services for this project:

#### **DESIGN ENGINEERING**

##### **2.1 Project Management and Administration**

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Coordination with the Village

##### **2.2 Project Meetings**

- Project Kick-Off Meeting Between the Village and EEI
- One (1) Design Progress Meeting Between the Village and EEI prior to Bidding

##### **2.3 Topographic Survey**

- Field Survey
- Drafting to Create Base File

##### **2.4 Dry Utility, Subconsultant, and Private Business Coordination**

- Design JULIE
- Plan Submission and Coordinate with Private Utilities
- Subconsultant Coordination
- Private Business Coordination (Zone 4B)
- One Site Assessment of Each Private Business in Zone 4B for Individual PRVs (12 Total Performed over Two Days Max)

##### **2.5 Final Plans, Specifications and Estimates**

- Review Existing Conditions in the Field to Identify Areas of Special Concerns or Potential Challenges
- Preparation of 90% and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
- Internal QA/QC

*Professional Services Agreement  
Design Engineering  
Scope of Services*

**2.6 Permits**

- Prepare County Permit Application and Acquire Permit (IL Route 62 / Algonquin Road).
- IEPA Permitting Coordination

**2.7 Bidding and Contracting Services**

- Prepare Bidders List and Ad for Bid
- Address Bid Questions and Prepare Addenda
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

**DIRECT EXPENSES**

The following scope of services will be provided by EEI's subconsultant:

CCDD Testing Only (Rubino Engineering, Inc.)

- Prepare CCDD Analysis
- Prepare LPC 662 and/or 663 Permit(s)

**EXCLUSIONS**

The above scope of services does not include the following:

- Bidding (By Village) and Bid Opening Attendance
- Easement or Property Negotiations
- Environmental Surveys Including but Not Limited to Tree Assessment Surveys
- Electrical and SCADA design
- Soil Borings

**CONSTRUCTION ENGINEERING**

**3.1 Construction Administration**

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Businesses
- Resident Engineer Review of Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Provide Weekly Updates to Village or as Required Based on Onsite Activities

**3.2 Construction Layout and Record Drawings**

- Stake Proposed Flushing Hydrant and Sanitary Manhole
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

**3.3 Observation and Documentation**

- Review Construction Layout
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction (maximum of 16 days)
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Coordinate Any Required Testing on Behalf of the Village and Review Test Reports



*Professional Services Agreement  
Design Engineering  
Scope of Services*

- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate
- Prepare Project Closeout Paperwork

**EXCLUSIONS**

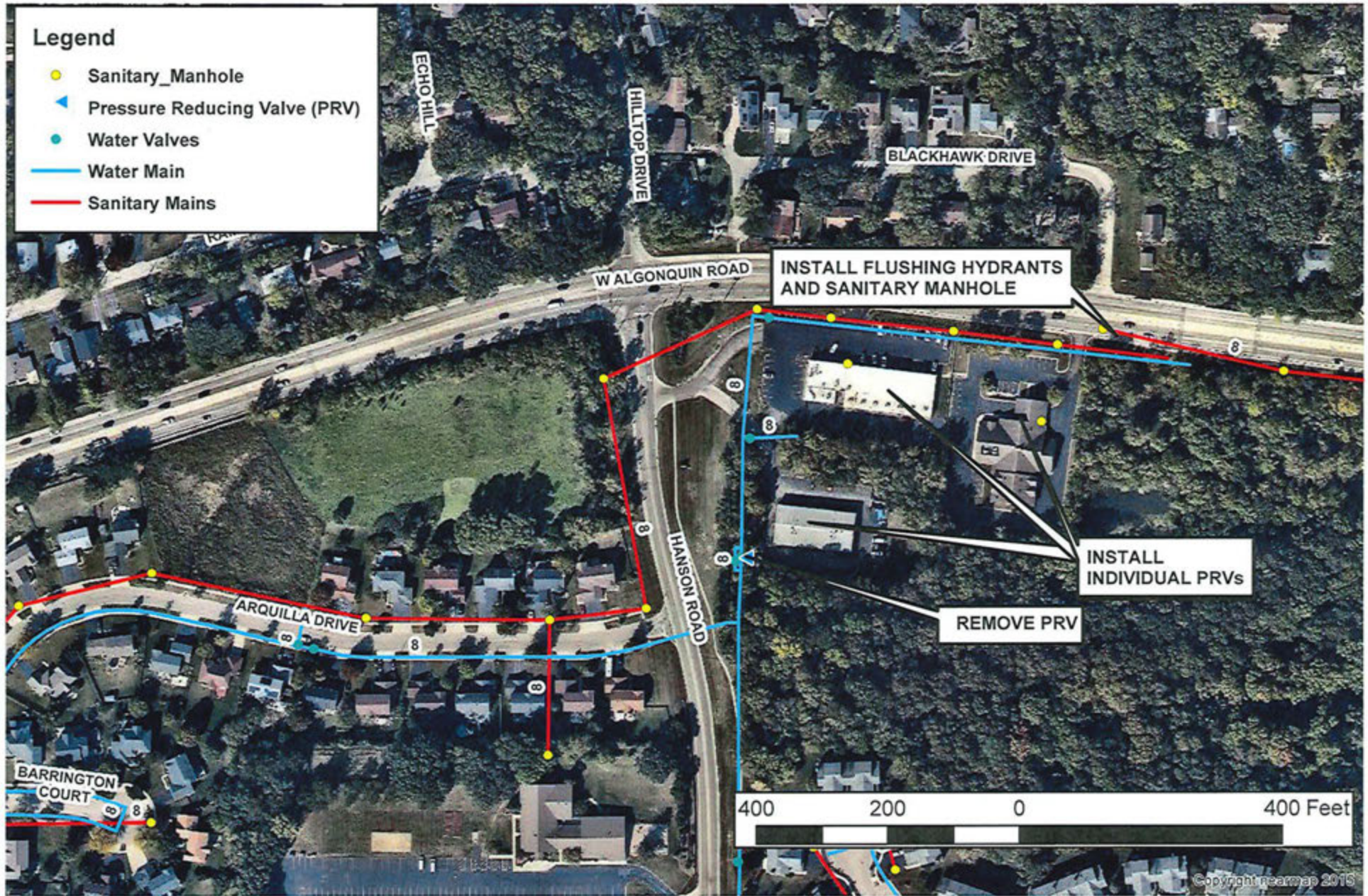
The above scope of services does not include the following:

- Field Meetings Requiring EEI Management
- Plumbing Inspections

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges in affect at the time the extra work is performed.

**Legend**

- Sanitary\_Manhole
- ▶ Pressure Reducing Valve (PRV)
- Water Valves
- Water Main
- Sanitary Mains



**Engineering Enterprises, Inc.**



52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)

**Village of Algonquin**

2220 Harnish Drive  
 Algonquin, Illinois 60102  
 (847) 658-2700

DATE:	JANUARY 2022
PROJECT NO.:	AL1804
BY:	MJT
PATH:	H:\GIS\PUBLIC\ALGONQUIN\2020\
FILE:	AL1804_Arquilla Dr Sanitary.MXD

**ATTACHMENT C  
 ARQUILLA PRV  
 LOCATION MAP**





**ATTACHMENT D**  
**ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR**  
**PROFESSIONAL ENGINEERING SERVICES FOR**  
**PRESSURE REDUCING VALVE STATION REPLACEMENT - YEAR 2**  
**VILLAGE OF ALGONQUIN, IL**  
 February 23, 2022

WORK ITEM NO.	WORK ITEM	ENTITY:											WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.		
			PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
HOURLY RATE:	\$223	\$194	\$183	\$154	\$216	\$194	\$159	\$159	\$149	\$70				
<b>DESIGN ENGINEERING</b>														
2.1	Project Management and Administration	2	12	-	-	-	-	-	-	-	-	-	14	\$ 2,774
2.2	Project Meetings	6	8	-	-	-	-	-	-	-	-	-	14	\$ 2,890
2.3	Topographic Survey	-	-	-	-	19	5	9	-	-	-	-	33	\$ 6,505
2.4	Dry Utility, Subconsultant, and Private Business Coordination	-	10	27	-	-	-	-	-	-	-	1	38	\$ 6,951
2.5	Final Plans, Specifications and Estimates	2	9	16	-	-	-	-	5	12	-	-	44	\$ 7,703
2.6	Permitting	-	2	8	-	-	-	-	-	-	-	2	12	\$ 1,992
2.7	Bidding and Contracting Services	1	3	14	-	-	-	-	-	-	-	-	18	\$ 3,367
	<b>Design Engineering Subtotal</b>	<b>11</b>	<b>44</b>	<b>65</b>	<b>-</b>	<b>19</b>	<b>5</b>	<b>9</b>	<b>5</b>	<b>12</b>	<b>3</b>	<b>173</b>	<b>32,182</b>	
<b>CONSTRUCTION ENGINEERING</b>														
3.1	Construction Administration	-	11	16	-	-	-	-	-	-	-	-	27	\$ 5,062
3.2	Construction Layout and Record Drawings	-	-	1	-	-	-	16	-	-	-	-	17	\$ 2,727
3.3	Observation and Documentation	-	10	167	-	-	-	-	-	-	-	1	178	\$ 32,571
	<b>Construction Engineering Subtotal</b>	<b>-</b>	<b>21</b>	<b>184</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>222</b>	<b>40,360</b>	
	<b>PROJECT TOTAL</b>	<b>11</b>	<b>65</b>	<b>249</b>	<b>-</b>	<b>19</b>	<b>5</b>	<b>25</b>	<b>5</b>	<b>12</b>	<b>4</b>	<b>395</b>	<b>72,542</b>	

DIRECT EXPENSES	
Vehicle Charges =	\$ 1,040
CCDD (Sub) =	\$ 3,500
<b>DIRECT EXPENSES =</b>	<b>\$ 4,540</b>

LABOR SUMMARY	
Engineering Expenses =	\$ 60,630
Surveying Expenses =	\$ 9,049
Drafting Expenses =	\$ 2,583
Administrative Expenses =	\$ 280
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 72,542</b>

<b>TOTAL EXPENSES =</b>	<b>\$ 77,082</b>
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\\BUTTERFIELD\SharePoint\Public\Projects\2021\184 PRV Replacement Program Year 2\2022\Level of Effort and Fee Summary



Engineering Enterprises, Inc.

ATTACHMENT E
ANTICIPATED PROJECT SCHEDULE
PRESSURE REDUCING VALVE REPLACEMENT - YEAR 2
VILLAGE OF ALGONQUIN, IL
June 1, 2022

Table with columns for Year (2022), Month (July-December), and Week Starting (1-4). Rows include Design Engineering (2.1-2.7) and Construction Engineering (3.1-3.3) tasks with colored bars indicating activity periods.

Note: Schedule based on Village Board approval of the PSA on June 21, 2022



## Standard Schedule of Charges

January 1, 2022

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$228.00
Principal	E-3	\$223.00
Senior Project Manager	E-2	\$216.00
Project Manager	E-1	\$194.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$183.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$170.00
Project Engineer/Planner/Surveyor	P-4	\$154.00
Senior Engineer/Planner/Surveyor	P-3	\$142.00
Engineer/Planner/Surveyor	P-2	\$129.00
Associate Engineer/Planner/Surveyor	P-1	\$116.00
Senior Project Technician II	T-6	\$159.00
Senior Project Technician I	T-5	\$149.00
Project Technician	T-4	\$139.00
Senior Technician	T-3	\$129.00
Technician	T-2	\$116.00
Associate Technician	T-1	\$102.00
GIS Technician	G-1	\$105.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

### VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 206.00
Expert Testimony		\$ 258.00



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

**– M E M O R A N D U M –**

DATE: 5/26/2022

TO: Tim Schloneger, Village Manager

CC: Bob Mitchard, Public Works Director

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

SUBJECT: Vehicles and Equipment to Be Deemed Surplus

---

**Unit #:** 26  
**Year:** 2006  
**Make:** Ford  
**Model:** Crown Victoria  
**ID/VIN:** 2FAFP71W36X103026  
**Description:** Retired detective car 108000 miles.



**Unit #:** 93  
**Year:** 2015  
**Make:** Ford  
**Model:** Police Interceptor  
**ID/VIN:** 1FAHP2MK8FG124299  
**Description:** Retired Squad Car 143,000 Miles



**Unit #:** 94  
**Year:** 2015  
**Make:** Ford  
**Model:** Police Interceptor  
**ID/VIN:** 1FAHP2MK8FG124300  
**Description:** Retire Squad Car 125,000 Miles



**Unit #:** 822  
**Year:** 2003  
**Make:** International  
**Model:** 7400  
**ID/VIN:** 1HTWGADT13J069667  
**Description:** Retired Tandem Axle Dump 47,000 Miles



**Unit #:** 87  
**Year:** 2011  
**Make:** Dodge  
**Model:** Charger  
**ID/VIN:** 2B3CL1CG7BH545857  
**Description:** Retired Squad Car 120,000 Miles



**Unit #:** 200  
**Year:** 2012  
**Make:** Hyundai  
**Model:** Sonata  
**ID/VIN:** 5NPEB4AC2CH462437  
**Description:** Retired Detective Car 129,000 Miles





**Unit #:** 811  
**Year:** 2007  
**Make:** Ford  
**Model:** F-550  
**ID/VIN:** 1FDAF57P97EB22011  
**Description:** Retired Service body Truck 119,000 Miles



**Unit #:** 561  
**Year:** 2007  
**Make:** Dinkmar  
**Model:** Leafmaster  
**ID/VIN:** LMD2552280JD0722  
**Description:** Tow behind leaf vac. Replaced with Hook lift self-contained unit.



**Unit #:** N/A  
**Year:** 2012  
**Make:** Titan  
**Model:** Leaf Box  
**ID/VIN:** N/A  
**Description:** Hook Lift leaf box used with tow behind leaf vac.



**Model:** 10'

**ID/VIN:**

**Description:** 16 10-foot plow blades, Village no longer has any plows that use this size Blades



**Make:** Firestone

**Model:** Fire-Hawk GT Pursuit 225/60 18

**ID/VIN:**

**Description:** 5 Firestone tires for Dodge Charger. Last Village owned Dodge Charger Is on this surplus list.



**Unit #:** 6CHS6

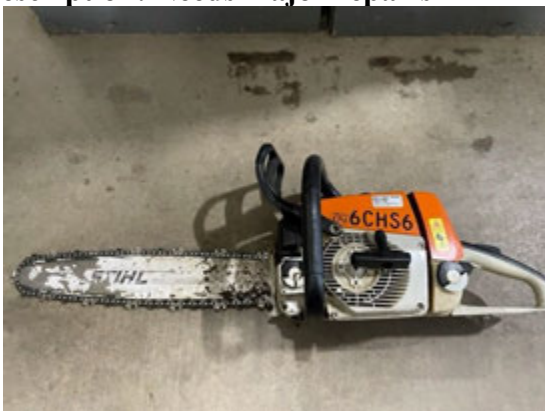
**Year:** 2011

**Make:** Stihl

**Model:**MS260PRO

**ID/VIN:** 284362856

**Description:** Needs major repairs



**Make:** Western

**Model:** Rubber Plow blade

**Description:** Rubber plow blade for plowing bricks



**Description:** 40 old Light poles removed from downtown and main st.



**Make:** Vibco

**Model:** DC-3500L

**ID/VIN:** 280268

**Description:** Bed vibrator for dump body.



**Description: 2 Tailgate mounted Calcium chloride tanks. Trucks use different design Tanks.**



**Make: Curt**  
**Model: 13379**

**Description: 2 trailer hitches for 2010-2019 Ford Taurus. No longer have these Vehicles in the fleet.**



**Description: chlorinators from pool, replaced with new when new filters were installed.**



**Description: 6 Chemical sprayers**



**Make: Baldor**

**Model: M4104T**

**ID/VIN: 09F436Y901H2**

**Description: Electric motor from old pool pump.**



**Unit #:** 527SAL  
**Year:** 2007  
**Make:** Henderson  
**Model:** 96X6XDDX30488  
**ID/VIN:** T69-05883

**Description:** Salter pan removed from truck 527 when converted to hook lift.



**Unit #:** 526SAL  
**Year:** 2008  
**Make:** Flink  
**Model:** Salt Spreader  
**ID/VIN:** VCT12-DDCHL

**Description:** salt spreader does not work with any truck in current fleet.



**Unit #:** Tarps for Trucks 523,524, and 620  
**Year:** Various  
**Make:** Pull Tarp

**Description:** Dump box tarps from trucks no longer in Village fleet.



**Description: 4 spread pans for 5yrd dumps. Do not fit any trucks in current fleet.**



**Make: Graphtec**

**Model: FC4100-100**

**Description: Sign machine replaced with sign printer.**






# Village of Algonquin

Police Department



-MEMORANDUM-

DATE: May 16, 2022  
TO: Tim Schloneger, Village Manager  
FROM: John A. Bucci, Chief of Police   
SUBJECT: Resolution for Road Closure: Founders Days

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Attached is the Resolution for Road Closure required by the State of Illinois in order to close a section of IL Route 62 for the Founders Parade on Saturday, July 30, 2022. This resolution, after it has been passed by the Board, signed by the Village President and attested to by the Village Clerk is returned to the Police Department. We will forward it to the Illinois Department of Transportation to obtain their written permission for this road closure.



***A RESOLUTION REQUESTING  
PERMISSION FOR TEMPORARY LANE REDUCTION OF A STATE HIGHWAY***

**WHEREAS**, the VILLAGE OF ALGONQUIN permits a Founders’ Day Parade in the Village of Algonquin, and

**WHEREAS**, the Parade will require the temporary closure of the eastbound lanes of traffic on IL Route 62 in the Village of Algonquin, and

**WHEREAS**, Section 4-408 of the Illinois Highway Code authorizes the Illinois Department of Transportation (“Department”) to issue permits to local authorities to temporarily close portions of State Highways for public purposes;

**NOW THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Algonquin, that permission to close the eastbound lanes of traffic on Illinois Route 62 from Longwood Drive to Main Street with traffic on Illinois Route 62 reduced to one way in each direction using the westbound lanes of traffic from 10:00 a.m. to 2:00 p.m. on Saturday, July 30, 2022, be requested of the Department.

**BE IT FURTHER RESOLVED**, that if such permission is granted by the Department, the Village of Algonquin assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the State Highway. And it is further agreed that the efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted.

*(Detour markings will conform to the requirements of the Manual of Uniform Traffic Control Devices.)*

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this Resolution.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

(Seal)

Attest:

Approved:

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

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