

**COMMITTEE OF THE WHOLE  
VILLAGE BOARD ROOM  
2200 HARNISH DRIVE, ALGONQUIN**

**April 11, 2023  
7:30 P.M.**

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

**AGENDA**

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*
- 3. Presentation: McHenry County Conservation District**
- 4. Community Development**
  - A. Consider a Public Event – Algonquin Area Public Library District’s Bike Safety Event at Spella Park Saturday, May 13, 2023
  - B. Consider a Public Event – Crystal Lake Lions Rugby Football Club’s High School Rugby Matches at Spella Park April 20, April 29 and May 4, 2023
- 5. General Administration**
  - A. Consider Amending the Merit Compensation Plan
  - B. Consider a Memorandum of Understanding with Local 150 Regarding the Lab Tech
  - C. Consider Accepting the 2022 Motor Fuel Tax Review
  - D. Consider an Agreement with Pecover Decorating Services for the Lions Armstrong Memorial Pool Painting Project
- 6. Public Works & Safety**
  - A. Consider an Agreement with Precision Pavement Markings for the 2023 Pavement Marking Project
  - B. Consider an Agreement with Maintenance Coatings Company for the 2023 Thermoplastic Marking Project
  - C. Consider an Agreement with Christopher Burke Engineering for the Bunker Hill Drive Improvements Construction Oversight
  - D. Consider an Agreement with Christopher Burke Engineering for the Tunbridge Subdivision Improvements Construction Oversight
  - E. Consider an Agreement with Christopher Burke Engineering for the In-House Engineering Services for Fiscal Year 2023-2024
  - F. Consider an Agreement with G.A. Rich & Sons for the Water Treatment Plant #2 Cation Exchange Media Replacement
  - G. Consider Certain Items as Surplus
  - H. Consider an Agreement with Benchmark Construction for the Souwanas Trail & Schuett Street Roadway and Underground Improvement Project
  - I. Consider a Resolution to Amend/Revise the Local Public Agency agreement for Federal Participation in the Souwanas Trail and Schuett Street Reconstruction
  - J. Consider an Agreement with Baxter & Woodman Environmental for the Spella Southwest Ecological Restoration Project
  - K. Consider an Intergovernmental Agreement with the Village of Cary, Village of Lake in the Hills, City of McHenry, and the County of McHenry Pertaining to the McHenry County Consolidated Law Enforcement Joint Training Facility
- 7. Executive Session** (if needed)
- 8. Other Business**
- 9. Adjournment**



MCHEMRY COUNTY CONSERVATION  
**FOUNDATION**

*"Never doubt that a small group of thoughtful, committed citizens can change the world. Indeed, it is the only thing that ever has."*

- Margaret Mead





# Welcome!

## **Board of Directors**

Kevin Ivers, President, Woodstock  
Jim Haisler, Vice President Prairie Grove  
Kimberly Becker, Treasurer, Gurnee  
Ray Eisbrener, Secretary, Richmond  
Pamela Althoff, McHenry  
Dennis Dreher, Bull Valley  
Martie Gorman, Huntley  
Elise Livingston, Richmond  
Carolyn Campbell, Crystal Lake

## **Executive Director:**

Shawna Flavell

**Phone:** 815.354.1374

**Email:**

[sflavell@mchenryconservation.org](mailto:sflavell@mchenryconservation.org)

# Conservation District or Foundation?



# Why the Foundation?

## Where do your property taxes go?

For every dollar a resident pays in property taxes, approximately two cents is paid to the McHenry County Conservation District:

- Less than one cent goes for the purpose of managing and operating public lands that constitute the natural heritage of McHenry County.
- Slightly over one cent goes to service the District's debt approved by the voters for the preservation of open space, protection of wildlife habitat and public access improvements.



\$	School District	City	County	Fire & Rescue	Township	College	Conservation District
	\$ 4,413.85	\$ 1,085.37	\$ 578.87	\$ 506.51	\$ 289.43	\$ 217.07	\$ 144.72

(est. based on a Woodstock home valued at \$190,000 for property taxes paid in 2016)

### Did you know?

**McHenry County Conservation District pro-actively reduced property taxes.**

- This is the fourth consecutive year the District's **total property tax levy has either been decreased or not increased from the previous year.**
- Recently refinanced its outstanding voter approved general obligation bonds to save tax payers over \$14 million dollars over the life of the bonds.**
- In less than ten years, 100% of the District's debt service will be paid-off; resulting in a **reduction of the District's total annual property tax levy of more than 60%.**



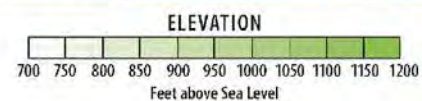
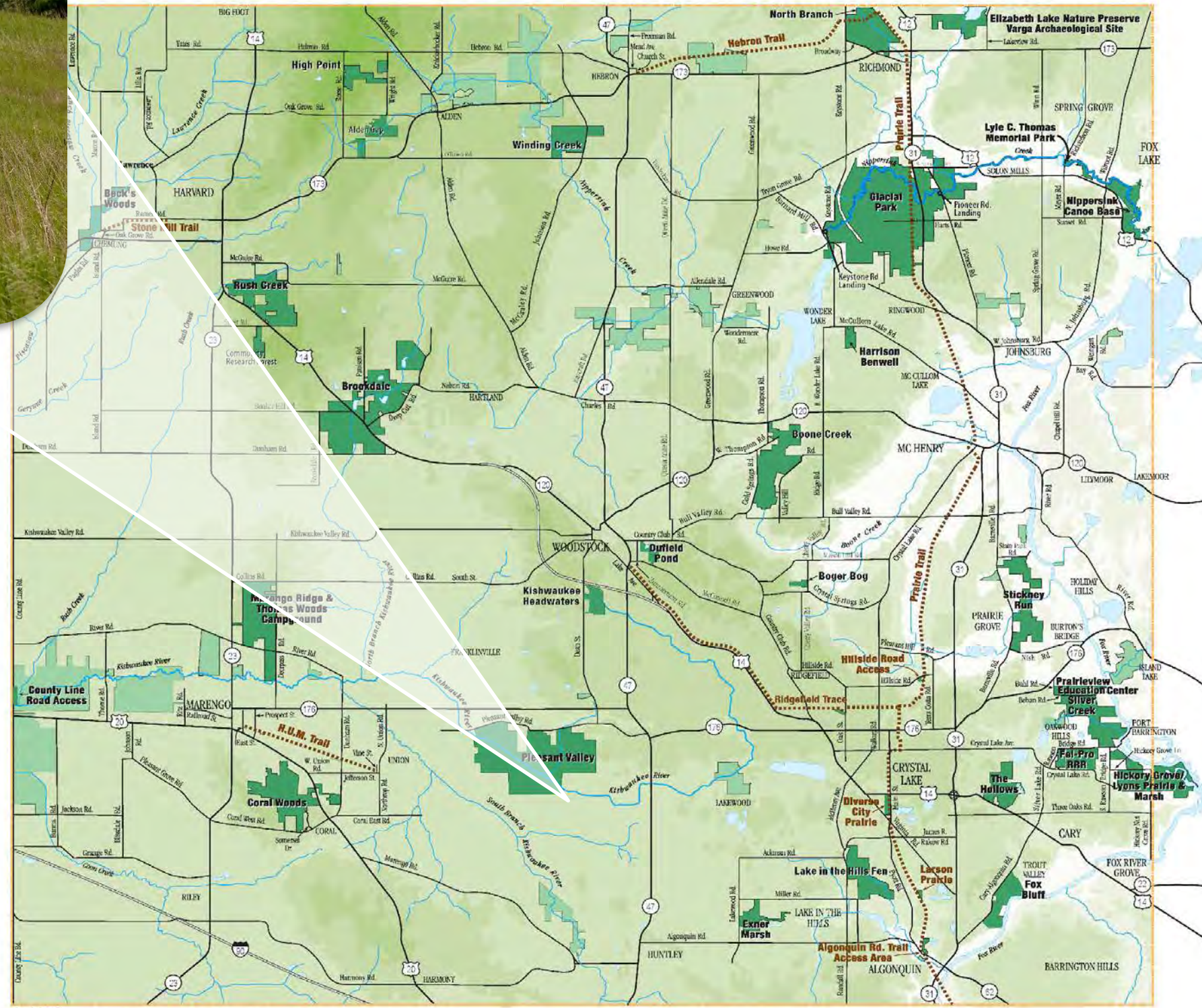
McHENRY COUNTY CONSERVATION  
**FOUNDATION**

Since 1999, the McHenry County Conservation Foundation has secured over \$4.5 million in support of conservation, recreation, and environmental education. In addition, the Foundation's work on two successful Open Space Bond Referendums provided \$141.5 million in funds to purchase open space for public benefit.



Photo by Tina Bupp

# Conservation D Sites



- More than 25,700 Acres
- Thirty-Five Sites Open to the Public
- Hundreds of Recreational Opportunities
- More than 1 million visitors per year

# The Benefits of Open Space

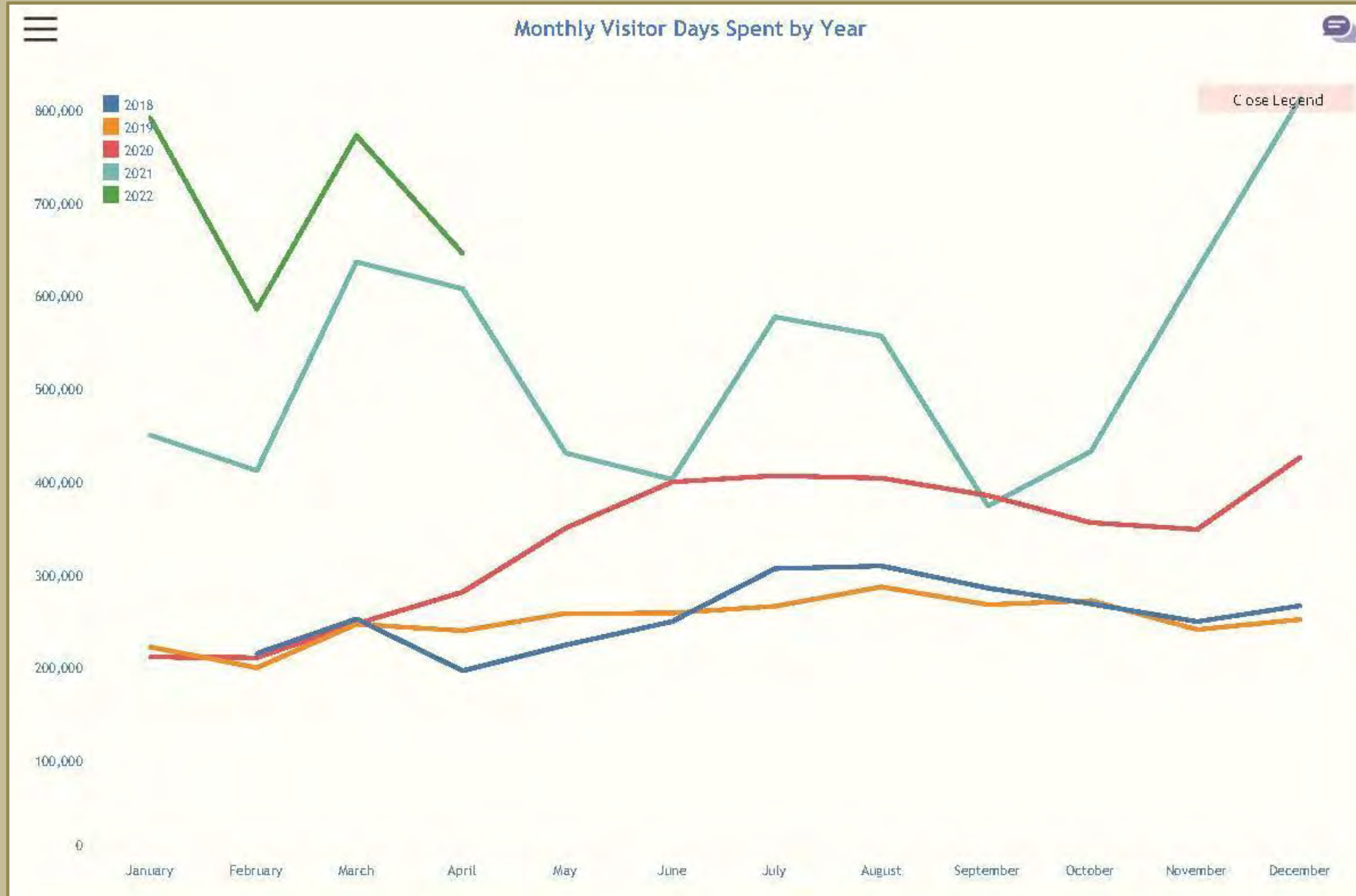
- Increase recreational opportunities.
- Clean our air.
- Improve drinking water.
- Reduce flooding.
- Provide habitat where native plants and animals to thrive.
- Establish landscape-scale greenway corridors for wildlife.

**Enhance our quality  
of life.**





# Increase in Visitors and Users



# The Work We Do



Environmental Education



Land Protection



Land and Habitat Restoration

Welcome  
Site formerly known as  
Camp Lakota



# Join the Journey



**We can't do this  
work without you.**

Together, we ensure  
that McHenry County's  
public open spaces and  
natural resources are  
preserved and restored for  
years to come.

Join us in helping sustain  
our essential public  
lands and treasured  
landscapes.

Matching gifts. Event sponsorships. Community-focused grants.  
We are excited to partner with individuals and local businesses committed to philanthropy  
and social investments to make a lasting impact on local conservation efforts.

*Donate at [McHenryConservation.org](https://McHenryConservation.org)*



McHENRY COUNTY CONSERVATION  
**FOUNDATION**



Photo by Ray Mathis



# Thank You!

## **Board of Directors**

Kevin Ivers, President, Woodstock

Jim Haisler, Vice President Prairie Grove

Kimberly Becker, Treasurer, Gurnee

Ray Eisbrener, Secretary, Richmond

Pamela Althoff, McHenry

Dennis Dreher, Bull Valley

Martie Gorman, Huntley

Elise Livingston, Richmond

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## **Executive Director:**

Shawna Flavell

**Phone:** 815.354.1374

**Email:**

[sflavell@mchenryconservation.org](mailto:sflavell@mchenryconservation.org)



# 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>	April 11, 2023
<b><u>SUBMITTED BY:</u></b>	Patrick M Knapp, AICP, Senior Planner
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Library Bike Safety Event – May 13

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### **ACTION REQUESTED:**

Agata Czynewska, on behalf of the Algonquin Area Public Library District, is seeking approval for a Public Event/Entertainment License for a Bike Safety Event with the Algonquin Police Department in the Spella Park Parking Lot on Saturday, May 13<sup>th</sup>. Ms. Agata is also requesting a waiver of fees.

### **DISCUSSION:**

The Algonquin Area Public Library District in coordination with the Algonquin Police Department will be holding a Bike Safety session in the Spella Park parking lot. The event will occur on Saturday, May 13<sup>th</sup> from 10:00 am to 11:00 am. The set-up would occur at 9:00 am and take down would occur by 11:30 am.

Expected attendance for the match is around 40 participants and parking will be available in the library parking lot.

### **RECOMMENDATION:**

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

- Their Public Event License shall be visible at all times.
- 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 participants shall not park illegally;
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

### **ATTACHMENTS:**

- Public Event License Application

#60889



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 the Ganek Municipal Center (2200 Harnish Drive) or permits@algonquin.org at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: Bike Safety with the Algonquin Police Department

Sponsoring Organization:

Name: Algonquin Area Public Library District Contact Name: Sara Murray
Address: 2600 Harnish Dr.
City, State, ZIP: Algonquin, IL 60102
Phone: (847) 458-3134 Email: smurray@aapld.org

Event Coordinator:

Name: Agata Czyzewska
Home Address:
City, State, ZIP: Deerfield, IL 60015
Phone: Email: agata.czyzewska@aapld.org

Event Information:

Describe the Nature of the Event: Bicycle safety lessons for children with caregivers on bicycle safety and skills

done in partnership with the Algonquin Police Department and Algonquin Area Public Library District

New Event [checked] Repeat Event [ ] If repeat, will anything be different this year?

Event Address: Spolla Park - Parking Lot: 2610 Harnish Dr., Algonquin, IL 60102

Date(s) and Time(s) of the Event: Saturday, May 13th, 2023 @ 10:00 am - 11:00 am

Rain Date(s), if applicable: N/A

Set-Up Date/Time: Saturday, May 13th, 2023 @ 9:00 am

Maximum Number of Attendees/Participants Expected: +/- 40 over two sessions

Admission Fee: Yes [ ] No [checked] If Yes, list fee(s) to be charged:

How will the revenue be used (include donations to non-profit or charitable organizations):





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.): \_\_\_\_\_

*Physical set-up assistance by the Public Works Department setting up A-frame barricades at entrance of the Spella Park parking lot*

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): Agata Czyzewska  
On-site contact's cell number: [REDACTED]  
On-site contact's work number: [REDACTED]  
On-site contact's home number: [REDACTED]

**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.

Agata Cuzewska  
Signature of Applicant

3/8/2023  
Date

Agata Cuzewska  
Printed Name of Applicant

**Proposed Schedule for Saturday, May 13th, 2023 - Spella Park**

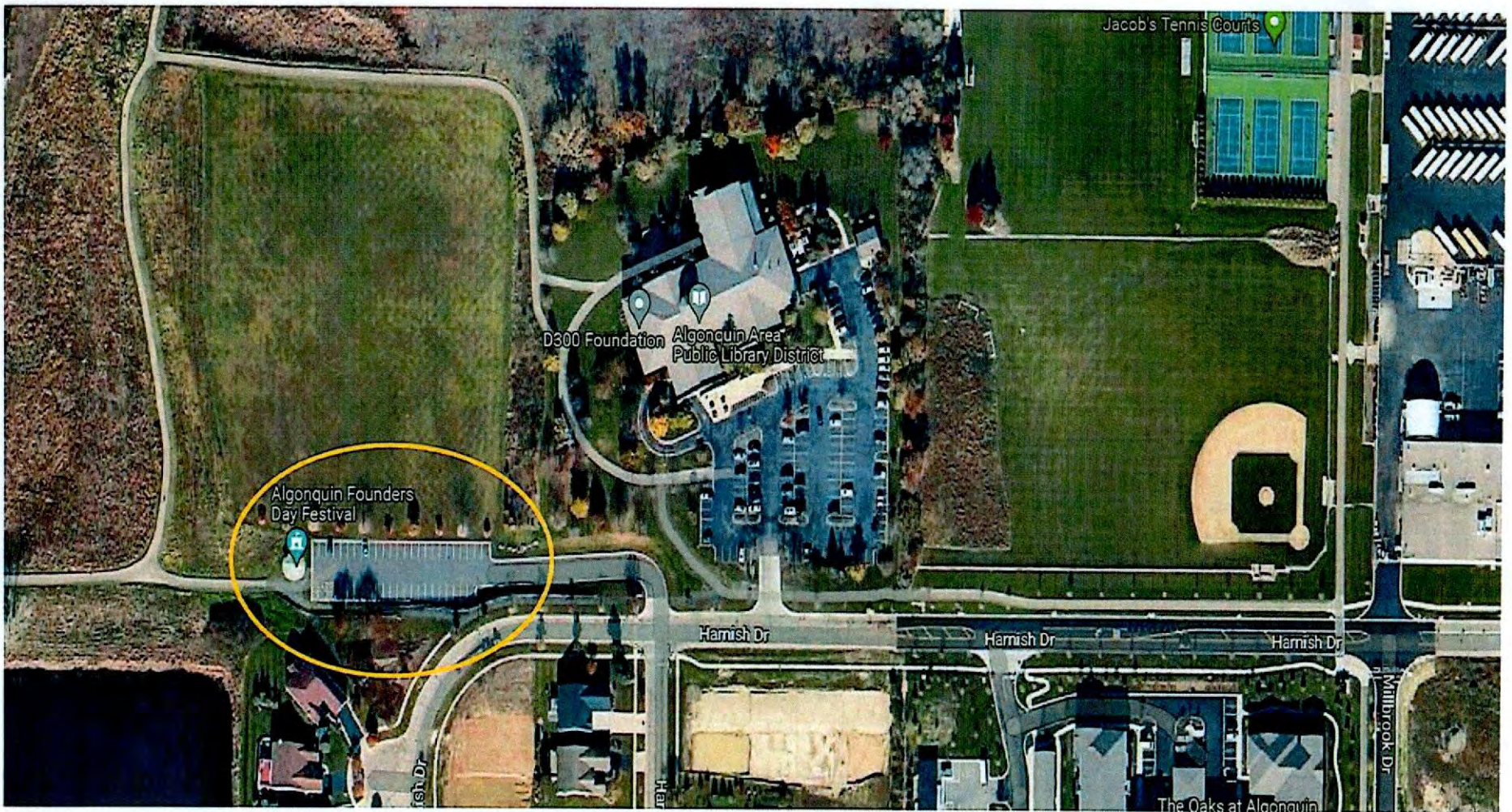
*Event to take place weather permitting*

9:00 AM - 10:00 AM: Algonquin Police Department & AAPLD program set up & run through

10:00 AM - 10:30 AM: Bicycle safety session with the Algonquin Police Department

10:30 AM - 11:00 AM: Bicycle safety session with the Algonquin Police Department

11:00 AM - 11:30 AM: Take down & clean up



**Algonquin Area Public Library District, in partnerships with the Algonquin Police Department, will set up and lead a bicycle skills and safety course in the parking lot of Spella Park (2610 Harnish Dr, Algonquin, IL 60102) as part of its Bike Algonquin Community Event.**



# Village of Algonquin

2200 Harnish Drive, Algonquin, IL  
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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	April 11, 2023
<b><u>SUBMITTED BY:</u></b>	Patrick M Knapp, AICP, Senior Planner
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Spella Park High School Rugby Matches - April 20, April 29, and May 4

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### **ACTION REQUESTED:**

Sean Haughian, on behalf of the Crystal Lake Lions Rugby Football Club, is seeking approval for a Public Event/Entertainment License for three High School Rugby Matches at Spella Park on April 20, April 29, and May 4. Mr. Haughian is also requesting a waiver of fees due to the Rugby Club being a not-for-profit organization.

### **DISCUSSION:**

Mr. Haughian is requesting permission for the Crystal Lake Lions Rugby Football Club to host three rugby matches at Spella Park. They are requesting that the events be held on:

- April 20<sup>th</sup>, but flexibility from the 18<sup>th</sup> to the 22<sup>nd</sup> of April
- April 29<sup>th</sup>, but flexibility from the 26<sup>th</sup> to the 29<sup>th</sup> of April
  - Note that the Village Board approved a Public Event License for the Vikings Rugby Football Club on the 29<sup>th</sup>. The two clubs (High School and Adult) would share the facility for the day.
- May 4<sup>th</sup>, but flexibility from the 3<sup>rd</sup> to the 6<sup>th</sup> of May

Expected attendance for the match will be less than 100 participants and no fire or police presence is requested.

### **RECOMMENDATION:**

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

- Their Public Event License shall be visible at all times.
- 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;
- Any on-site food trucks will need to apply for a separate Special Event permit through the Village of Algonquin;
- All participants shall not park illegally;
- Emergency access to the field shall not be blocked;
- No alcohol shall be allowed on the premises. The permittee is responsible for any parties that illegally bring alcohol to the match for consumption;
- All garbage/debris from the event shall be deposited in on-site trash bins. Public Works can provide trash liners, but the permittee will need to change out their trash bags during the event. The permittee shall bag and stack all full trash bags at a garbage can;
- There are no bathroom facilities available. The applicant shall rent the appropriate number of portable bathroom facilities;

- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

**ATTACHMENTS:**

- Public Event License Application



#60857



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 the Ganek Municipal Center (2200 Harnish Drive) or permits@algonquin.org at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** High School Rugby Home Games

**Sponsoring Organization:**

Name: Crystal Lake Lions Rugby Football Club Contact Name: William Eaton  
Address: [REDACTED]  
City, State, ZIP: Crystal Lake, 60014  
Phone: [REDACTED] Email: [REDACTED]

**Event Coordinator:**

Name: Sean Haughian  
Home Address: [REDACTED]  
City, State, ZIP: Village of Lakewood, 60014  
Phone: [REDACTED] Email: [REDACTED]

**Event Information:**

Describe the Nature of the Event: High School Rugby game

These games are High School Rugby games with family members attending; so circa 50 folks in total. We have flexibility in our schedule reference a day that week to play; we can do Wednesday, Thursday, or Saturday.

The dates detailed below is our preferred date for our home games; we can play anytime during the these periods: - New Trier JV rugby from 19th - 22th of April; Chasterton rugby club from 26th - 29th of April; Algonquin rugby club from 3rd - 6th of May

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

Event Address: Ted Spella Park

Date(s) and Time(s) of the Event: 20th of April; 29th of April; and 4th of May

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

Set-Up Date/Time: none

Maximum Number of Attendees/Participants Expected: less than 100 kids and family members

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): \_\_\_\_\_

Event Website: \_\_\_\_\_

**Event Details:**

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

**None required**

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: \_\_\_\_\_

**our numbers are small so no additional parking or traffic control needed**

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

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

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

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

Do you wish to serve alcoholic beverages? Yes  No

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

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

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

no

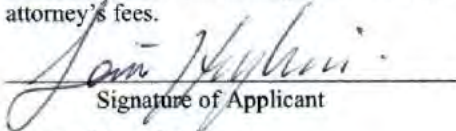
Do you plan on holding a raffle during this event? Yes  No   
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Sean Haughian; Bill Eaton; Gerald Ely

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

**Affidavit of Applicant:**

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

  
Signature of Applicant

03/06/2023  
Date

Sean Haughian  
Printed Name of Applicant





**VILLAGE OF ALGONQUIN**  
MEMORANDUM

DATE: April 3, 2023  
TO: Village Board  
FROM: Tim Schloneger, Village Manager  
SUBJECT: Merit Compensation Plan Annual Approval

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On an annual basis, usually in the Spring, staff provides the Village Board our recommendations for the next fiscal year Merit Compensation Plan as according to Section 2.3.2 of the Village Policy Manual. Once again, I am seeking the Board's consideration and approval on amending this document for the next fiscal year (2023/2024).

After reviewing internal and external equity and salary data of comparable communities, I am recommending the following changes:

- a. "Deputy Village Manager/Chief Financial Officer" is added in Grade 17 to reflect changing responsibilities;
- b. "Comptroller" is changed to "Deputy Chief Financial Officer" in Grade 13 to reflect changing responsibilities;
- c. "Project Manager" in Grade 12 was removed;
- d. "Engineer II" is added in Grade 11;
- e. "Assistant Innovation Officer" is added in Grade 11 to reflect changing responsibilities;
- f. "Ecologist/Horticulturist" was moved from Grade 10 to Grade 11;
- g. "Deputy Clerk" was added to the "Executive Assistant" title in Grade 8;
- h. "Laboratory Technician" was added to Grade 8;
  - i. This position is going from a Local 150 Union position to a non-union Merit position.
- i. "Social Service Advocate" was changed to "Social Worker Advocate" in Grade 4.

As usual, please let me know if you have any questions on the attached documents. I have attached the draft with the changes highlighted and the clean version for your consideration.

**2.3.2. Salary and Wage Ranges**

As part of the Village's merit compensation program, the Human Resources Director shall establish salary and wage ranges for all positions based on knowledge, skills, and abilities required for each position. Salary and wage ranges may be adjusted from time to time based on compensation surveys, labor market conditions, cost of living conditions, or other relevant factors.



# Village of Algonquin

The Gem of the Fox River Valley

## Fiscal Year 2023-2024 MERIT COMPENSATION PLAN

GRADE	JOB CLASSIFICATION	MONTHLY COMPENSATION		
		MINIMUM	CONTROL	MAXIMUM
1	Office Clerk I - Receptionist I	\$3,853.63	\$4,551.15	\$5,248.67
2	Receptionist II - Account Clerk	\$4,085.40	\$4,818.37	\$5,551.34
3	Account Clerk I - Permit Clerk	\$4,346.47	\$5,118.58	\$5,890.70
4	Account Clerk II - Social <del>Service</del> Worker Advocate	\$4,619.55	\$5,432.70	\$6,245.85
5	Administrative Specialist I - Account Clerk III	\$4,874.64	\$5,725.98	\$6,577.32
6	Property Maintenance Inspector - Administrative Specialist II – Utility Billing Coordinator - Accounts Payable Specialist	\$5,158.03	\$6,051.21	\$6,944.39
7	Human Resources Generalist - Administrative Assistant	\$5,458.94	\$6,397.53	\$7,336.12
8	Planner - Management Analyst - Innovation Analyst - Executive Assistant/ <del>Deputy Clerk</del> - <del>Laboratory Technician</del>	\$5,860.48	\$6,859.83	\$7,859.19
9	Building Inspector - Accountant - Asst. Innovation Coordinator - Innovation and Technology Officer I	\$6,351.80	\$7,546.66	\$8,741.53
10	Plumbing Inspector - Electrical Inspector - Innovation Coordinator - Senior Accountant - <del>Ecologist/Horticulturist</del>	\$6,831.41	\$7,976.91	\$9,122.40
11	Asst. to the Village Manager - Asst. Bldg. Commissioner - PW Supervisor - Recreation Superintendent - Senior Planner - Accounting Manager - <del>Assistant Innovation Officer</del> - <del>Ecologist/Horticulturist</del> – <del>Engineer II</del>	\$7,615.58	\$8,841.62	\$10,067.65
12	<del>Project Manager</del> - Chief Utility Operator	\$8,135.12	\$9,560.55	\$10,985.98
13	PW Superintendent - Police Sergeant - <del>Comptroller Deputy</del> <del>Chief Financial Officer</del> - Community Development Deputy Director	\$8,759.40	\$10,395.47	\$12,031.55
14	Assistant PW Director - Building Commissioner	\$9,266.21	\$10,853.42	\$12,440.63
15	Human Resources Director - Deputy Police Chief	\$9,934.46	\$11,693.65	\$13,452.85
16	Chief Innovation Officer - Assistant Village Manager - Community Development Director - Village Engineer	\$10,676.76	\$12,453.59	\$14,230.43
17	<del>Deputy Village Manager/Chief Financial Officer</del> - Police Chief - Public Works Director	\$11,387.32	\$13,542.47	\$15,697.63



***VILLAGE OF ALGONQUIN  
MEMORANDUM***

DATE: April 11, 2023

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, Human Resources Director, SPHR

SUBJECT: Local 150 Memorandum of Understanding

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The Village recently recruited for and hired a Laboratory Technician for our Public Works division. This was a very difficult recruitment process due to the specialized work the person in this position handles. This position has always been in the union; however, after discussing with management, we have determined it is in our best interest to have this position removed from the Local 150 bargaining unit and include it in our non-union merit positions. In exchange for our request, the union has asked to have some on-call time language altered. Again, management feels this language revision is in the best interest of all parties. Therefore, we are requesting the Village Board approve the MOU.

Please let me know if you need additional information or clarification on this proposal. I will be available at the Committee Meeting to address any questions regarding the proposed changes, otherwise the Village Board can contact me directly at (847) 658-5612.

## MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (“MOU”) between the International Union of Operating Engineers, Local 150, AFL-CIO (“Union”) and the Village of Algonquin (“Employer”), collectively referenced herein as the “Parties.” The Parties are signatory to a Collective Bargaining Agreement (“CBA”), effective May 1, 2021 through April 30, 2026. The Parties hereby agree as follows:

**WHEREAS**, the Village has requested that the Union agree to modify the scope of the existing bargaining unit and amend the recognition clause in Section 1.1;

**WHEREAS**, the Union has requested the Village agree to modify the language in Section 5.8 of the parties’ CBA;

**NOW THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. The parties agree to remove the Lab Tech position from the bargaining unit and amend the Recognition Clause in Section 1.1 as follows:

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit, as certified by the Illinois Labor Relations Board:

All full-time employees of the Village of Algonquin Department of Public Works in the following classifications: Maintenance Workers I, II, and III, Mechanic I, Fleet Mechanic, Senior Mechanic, Stock Coordinator, ~~Laboratory Technician~~, Senior Building Technician, Operator Apprentice, and Water and Wastewater Operators. Excluded: All other employees including all confidential, managerial, and supervisory employees as defined by the Illinois Public Labor Relations Act.

2. The parties agree to modify Section 5.8 as follows:

Any Employee covered by this Agreement who is called back to work on an assignment which does not continuously follow an employee’s regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. "Call back time" hours will be paid at the applicable overtime rate of pay. For example, a minimum 2 hour call out on a holiday will be paid at a double time rate.

If an employee leaves his/her home in response to a call back, then the employee shall receive the two-hour call back minimum even if the call back is subsequently cancelled. Employees will not receive multiple two-hour call back minimums if additional call outs are made within the original two-hour call out. Multiple assignments that exceed the original two-hour minimum time period will be paid at 15-minute increments at the applicable pay rate. Employees, who respond to SCADA calls, during non-working hours, will receive a single two-hour call back minimum per day upon the first occurrence, even if the employee is not required to leave home. Multiple SCADA calls, including nuisance calls, where the employee can respond via telecommunication, computer, or Internet, will not constitute

an additional two-hour call out minimum. SCADA calls requiring a field response will be handled as any other call out and will open a two-hour window that will cover any subsequent call outs.

Standby and on-call assignments shall be covered by Memorandum of Understanding attached hereto as Appendix G.

Employees on call shall receive four hours time off (at straight pay) for every week they are scheduled to be on call. These four hours off must be used in one four-hour increment within thirty (30) days after the call period ends. ~~The four hours off shall not be considered as time worked for the calculation of overtime compensation.~~ The four hours off shall constitute the sole compensation attributable to being on the "on call list." If the four hours are not used as benefit time by the bargaining unit member during the 30 days referenced above, the Village will compensate the bargaining unit member for four hours at the appropriate straight time rate of pay.

If the employee fails to report when directed or cannot be reached (by telephone & pager), the employee will lose the supplemental on-call pay provided by this Section for that period for the first occurrence. In the event an employee is directed to report for overtime work and he fails to report or cannot be reached on a second and/or subsequent occasion within a rolling calendar year, he may be appropriately disciplined including loss of the four hours. If an on-call employee is unable to reach the on-call manager, then the employee may contact the Public Works Director. The Village reserves the right to fill on call vacancies in reverse seniority in the event of a lack of response to the on call process.

When contacted by a supervisor, employees will endeavor to respond (on site and ready to take appropriate action) within thirty (30) minutes, but in no instance shall response time exceed one hour of said contact unless credible and reasonable extended circumstances exist.

The Village shall post on the Union bulletin board an accumulative total of overtime in any given fiscal year on a monthly basis. Any grievance relating to perceived discrepancies in this summary must be reported to the Public Works Director within ten (10) business days of posting.

3. All other provisions of the 2021-2026 CBA shall remain unchanged.

4. This MOU shall remain in full force and effect during the life of the parties' 2021-2026 CBA and the changes set forth in the MOU shall be incorporated in the successor agreement, unless the parties agree to different language in bargaining the successor agreement.

AGREED:

Village of Algonquin

International Union of Operating Engineers,  
Local 150

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

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

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

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



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

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

DATE: March 31, 2023

TO: Tim Schloneger, Village Manager

FROM: Amanda Lichtenberger, Accounting Manager

SUBJECT: *Motor Fuel Tax Documentation Review for Calendar Year 2022*

---

Attached is a copy of the Village's Motor Fuel Tax (MFT) Documentation Review for the period of January 1, 2022 to December 31, 2022 performed by the Illinois Department of Transportation (IDOT). The Village's MFT records reconcile with those maintained by IDOT for the period. IDOT guidelines require that this document be presented to the Village Board and filed as permanent record.

Special thanks to Acting Public Works Director, Michele Zimmerman, for her assistance on this review.

**Recommendation**

Staff recommends that the Committee of the Whole forward this item to the Village Board for acceptance by Resolution at their meeting on April 18, 2023.

C: Michael Kumbera, Assistant Village Manager



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS  
Motor Fuel Tax – Documentation Review  
Village of Algonquin  
McHenry County

March 30, 2023

Mr. Fred Martin  
Village Clerk  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

Dear Mr. Martin:

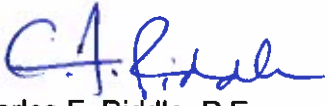
Enclosed is a copy of Documentation Review No. 82 covering the receipt and disbursement of Motor Fuel Tax (MFT) Funds by the Village for the period beginning January 1, 2022 and ending December 31, 2023.

This report should be presented to the Village President and Board of Trustees at the first regular meeting after receipt of this letter and filed as a permanent record.

If you have any questions or need additional information, please contact Alex Househ, at (847) 705-4210 or via email at [Alex.Househ@illinois.gov](mailto:Alex.Househ@illinois.gov).

Very truly yours,

Jose Rios, P.E.  
Region One Engineer

By:   
Charles F. Riddle, P.E.  
Bureau Chief of Local Roads and Streets

Attachments





Agency: VILLAGE OF ALGONQUIN	
Documentation Review for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Documentation Review Year(s): 2022
	Documentation Review Number: 82
	Date: March 30, 2023



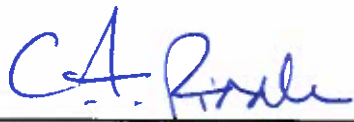
**VILLAGE OF ALGONQUIN**

Documentation Review No. 82

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the Village of ALGONQUIN for the period beginning Jan. 1, 2022 and ending Dec. 31, 2022, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the documentation review findings.

  
\_\_\_\_\_  
Reviewer

REVIEWED AND APPROVED BY

  
\_\_\_\_\_  
District Local Roads and Streets Engineer

Date: 3-30-2023



**VILLAGE OF ALGONQUIN**

Documentation Review Report No. 82

Documentation Review Period: Jan. 1, 2022 to Dec. 31, 2022

**Purpose of Documentation Review:** To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2022

The other receipts to the Motor Fuel Tax Fund were \$52,270.90 received as follows:

FY2021 Interest 52,270.90

**Total received: \$52,270.90**

SIGNED

*Anni R. Wenz*  
\_\_\_\_\_  
Reviewer



Fund Balance and Bank Reconciliation

VILLAGE OF ALGONQUIN

Documentation Review Report No. 82

Documentation Review Period Jan. 1, 2022 - Dec. 31, 2022

Date: March 30, 2023

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants		
Balance Previous Documentation Review	5,660,587.71	(3,127,583.81)	2,533,003.90			
Allotments	1,860,491.95	0.00	1,860,491.95			
Total MFT Funds	7,521,079.66	(3,127,583.81)	4,393,495.85			
Approved Authorizations	(1,390,295.78)	1,390,295.78	0.00			
Other Receipts		52,270.90	52,270.90			
Total	6,130,783.88	(1,685,017.13)	4,445,766.75			
Disbursements		1,473,828.75	1,473,828.75			
Surplus (Credits)	1,330,288.11	(1,330,288.11)	0.00			
Unexpended Balance	7,461,071.99	(4,489,133.99)	2,971,938.00			
<b>Bank Reconciliation</b>						
Balance in Fund per Bank Certificate Dec. 31, 2022			2,971,938.00			
Deduct Outstanding Warrants						
Add Outstanding investments			0.00			
Additions						
Subtraction's						
Net Balance in Account Dec. 31, 2022			2,971,938.00			

Certified Correct

*Ami R. [Signature]*  
 Reviewer



Summary of Motor Fuel Tax Fund Transactions  
By Sections and Categories

VILLAGE OF ALGONQUIN

Documentation Review Period: January 1, 2022 - December 31, 2022

Documentation Review Report No. 82

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
<b>CONSTRUCTION PROJECTS</b>										
<b>14-00087-00-BT</b>										
CONSTRUCTION	(92,931.70)				(92,931.70)			(92,931.70)	205,057.32	205,057.32
ENGINEERING	27,905.58				27,905.58		29,905.58	(2,000.00)	44,968.80	44,968.80
<b>MAINTENANCE PROGRAMS</b>										
<b>19-00000-00-GM</b>										
CONSTRUCTION	(93,914.11)		1,393,183.05		1,299,268.94		1,299,268.94	0.00	1,393,183.05	0.00
MAINTENANCE	0.00	1,390,295.78	(1,393,183.05)		(2,887.27)			(2,887.27)	0.00	1,393,183.05
MAINT. ENG	0.00				0.00			0.00	0.00	0.00
<b>20-00000-00-GM</b>										
MAINTENANCE	(1,385,990.21)				(1,385,990.21)			(1,385,990.21)	1,385,990.21	1,385,990.21
MAINT. ENG	0.00				0.00			0.00	0.00	0.00
<b>21-00000-00-GM</b>										
MAINTENANCE	(1,585,766.02)				(1,585,766.02)	103,172.50		(1,688,938.52)	1,585,766.02	1,688,938.52
MAINT. ENG	0.00				0.00			0.00	0.00	0.00
<b>22-00000-00-GM</b>										
MAINTENANCE	0.00				0.00	1,370,656.25		(1,370,656.25)	0.00	1,370,656.25
MAINT. ENG	0.00				0.00			0.00	0.00	0.00
<b>EARNED INTEREST</b>										
20-00000-00-AC	0.00				0.00			0.00		
21-00000-00-AC	1,113.59				1,113.59		1,113.59	0.00		
22-00000-00-AC	0.00			52,270.90	52,270.90			52,270.90		
<b>OTHER CATEGORY</b>										
20-00000-01-AC	1,999.06				1,999.06			1,999.06		
<b>TOTALS</b>	<b>(3,127,583.81)</b>	<b>1,390,295.78</b>	<b>0.00</b>	<b>52,270.90</b>	<b>(1,685,017.13)</b>	<b>1,473,828.75</b>	<b>1,330,288.11</b>	<b>(4,489,133.99)</b>	<b>4,614,965.40</b>	<b>6,088,794.15</b>

Invoice

<u>Date</u>	<u>Vendor/Payor</u>	<u>Invoice #</u>	<u>Section #</u>	<u>Amount</u>
02/15/2022	SCHROEDER & SCHROEDE	7072 FINAL	21-00000-00-GM	15,053.20
01/04/2022	LRS HOLDINGS LLC	PS421071	21-00000-00-GM	10,098.20
01/04/2022	LRS HOLDINGS LLC	PS414977	21-00000-00-GM	11,256.40
01/18/2022	H & H ELECTRIC CO	37859 R1	21-00000-00-GM	8,415.00
01/18/2022	H & H ELECTRIC CO	38023	21-00000-00-GM	8,415.00
02/01/2022	H & H ELECTRIC CO	38129	21-00000-00-GM	13,418.00
02/15/2022	H & H ELECTRIC CO	38285	21-00000-00-GM	342.36
02/15/2022	H & H ELECTRIC CO	38287	21-00000-00-GM	5,338.05
02/15/2022	H & H ELECTRIC CO	38284	21-00000-00-GM	8,415.00
02/15/2022	H & H ELECTRIC CO	38286	21-00000-00-GM	22,421.29
06/07/2022	ALLIED ASPHALT PAVIN	240226	22-00000-00-GM	270.01
06/21/2022	ALLIED ASPHALT PAVIN	240422	22-00000-00-GM	353.22
06/21/2022	ALLIED ASPHALT PAVIN	240609	22-00000-00-GM	470.98
07/05/2022	ALLIED ASPHALT PAVIN	241337	22-00000-00-GM	120.64
07/05/2022	ALLIED ASPHALT PAVIN	241023	22-00000-00-GM	269.70
07/05/2022	ALLIED ASPHALT PAVIN	240840	22-00000-00-GM	625.78
08/02/2022	ALLIED ASPHALT PAVIN	241989	22-00000-00-GM	201.67
08/02/2022	ALLIED ASPHALT PAVIN	241703	22-00000-00-GM	205.32
08/16/2022	ALLIED ASPHALT PAVIN	242358	22-00000-00-GM	470.02
08/16/2022	ALLIED ASPHALT PAVIN	242147	22-00000-00-GM	504.81
09/06/2022	ALLIED ASPHALT PAVIN	242532	22-00000-00-GM	286.13
09/06/2022	ALLIED ASPHALT PAVIN	242886	22-00000-00-GM	1,711.81
09/20/2022	ALLIED ASPHALT PAVIN	243070	22-00000-00-GM	1,314.92
10/04/2022	ALLIED ASPHALT PAVIN	243438	22-00000-00-GM	334.41
10/04/2022	ALLIED ASPHALT PAVIN	243295	22-00000-00-GM	5,379.67
07/05/2022	ARROW ROAD CONSTRUCT	31531	22-00000-00-GM	1,498.20
07/05/2022	ARROW ROAD CONSTRUCT	31818	22-00000-00-GM	256.20
09/06/2022	ARROW ROAD CONSTRUCT	32815	22-00000-00-GM	1,179.58
09/20/2022	ARROW ROAD CONSTRUCT	33072	22-00000-00-GM	545.95
10/04/2022	ARROW ROAD CONSTRUCT	33330	22-00000-00-GM	308.94
10/04/2022	ARROW ROAD CONSTRUCT	33413	22-00000-00-GM	545.95
10/18/2022	ARROW ROAD CONSTRUCT	33799	22-00000-00-GM	207.56
10/18/2022	ARROW ROAD CONSTRUCT	33782	22-00000-00-GM	208.93
10/18/2022	ARROW ROAD CONSTRUCT	33552	22-00000-00-GM	417.17
11/01/2022	ARROW ROAD CONSTRUCT	33873	22-00000-00-GM	226.57
11/01/2022	ARROW ROAD CONSTRUCT	33954	22-00000-00-GM	248.12
12/06/2022	ARROW ROAD CONSTRUCT	34419	22-00000-00-GM	143.87
12/06/2022	ARROW ROAD CONSTRUCT	34379	22-00000-00-GM	270.58
12/06/2022	ARROW ROAD CONSTRUCT	34394	22-00000-00-GM	276.74
12/06/2022	ARROW ROAD CONSTRUCT	34361	22-00000-00-GM	406.89
12/20/2022	ARROW ROAD CONSTRUCT	34569	22-00000-00-GM	135.68
12/20/2022	ARROW ROAD CONSTRUCT	34546	22-00000-00-GM	223.36
03/01/2022	COMPASS MINERALS	945806	<b>22-00000-00-GM</b>	2,731.46
03/01/2022	COMPASS MINERALS	944703	22-00000-00-GM	24,464.77
04/05/2022	COMPASS MINERALS	972968	22-00000-00-GM	7,665.61
04/05/2022	COMPASS MINERALS	974695	22-00000-00-GM	7,880.24
04/05/2022	COMPASS MINERALS	973896	22-00000-00-GM	11,834.34
10/18/2022	COMPASS MINERALS	1054288	22-00000-00-GM	1,344.21
10/18/2022	COMPASS MINERALS	1049929	22-00000-00-GM	2,659.92
10/18/2022	COMPASS MINERALS	1047833	22-00000-00-GM	2,667.45
10/18/2022	COMPASS MINERALS	1048573	22-00000-00-GM	2,669.60
10/18/2022	COMPASS MINERALS	1053403	22-00000-00-GM	2,684.12
10/18/2022	COMPASS MINERALS	1052934	22-00000-00-GM	5,225.70
10/18/2022	COMPASS MINERALS	1050701	22-00000-00-GM	5,290.25
10/18/2022	COMPASS MINERALS	1052166	22-00000-00-GM	6,572.60
10/18/2022	COMPASS MINERALS	1049273	22-00000-00-GM	6,662.97
10/18/2022	COMPASS MINERALS	1051435	22-00000-00-GM	14,477.58
11/01/2022	COMPASS MINERALS	1055698	22-00000-00-GM	3,967.01

**Invoice**

<u>Date</u>	<u>Vendor/Payor</u>	<u>Invoice #</u>	<u>Section #</u>	<u>Amount</u>
11/01/2022	COMPASS MINERALS	1055024	22-00000-00-GM	6,668.35
11/01/2022	COMPASS MINERALS	1047182	22-00000-00-GM	13,207.06
07/19/2022	GESKE AND SONS INC	1550	22-00000-00-GM	814.38
09/06/2022	GESKE AND SONS INC	1871	22-00000-00-GM	299.15
12/20/2022	GESKE AND SONS INC	2637	22-00000-00-GM	158.03
12/20/2022	GESKE AND SONS INC	2627	22-00000-00-GM	233.00
03/15/2022	H & H ELECTRIC CO	38431	22-00000-00-GM	2,637.10
03/15/2022	H & H ELECTRIC CO	38418	22-00000-00-GM	8,415.00
03/15/2022	H & H ELECTRIC CO	38491	22-00000-00-GM	9,617.92
03/15/2022	H & H ELECTRIC CO	38434	22-00000-00-GM	23,391.22
04/05/2022	H & H ELECTRIC CO	38629	22-00000-00-GM	8,415.00
04/19/2022	H & H ELECTRIC CO	38757	22-00000-00-GM	8,415.00
04/30/2022	H & H ELECTRIC CO	38984	22-00000-00-GM	8,415.00
07/05/2022	H & H ELECTRIC CO	39196	22-00000-00-GM	8,415.00
09/06/2022	H & H ELECTRIC CO	39620	22-00000-00-GM	8,415.00
09/06/2022	H & H ELECTRIC CO	39619	22-00000-00-GM	8,415.00
10/04/2022	H & H ELECTRIC CO	39822	22-00000-00-GM	3,444.41
10/04/2022	H & H ELECTRIC CO	39774	22-00000-00-GM	9,605.17
10/04/2022	H & H ELECTRIC CO	39863	22-00000-00-GM	10,200.60
10/18/2022	H & H ELECTRIC CO	39882	22-00000-00-GM	1,645.50
10/18/2022	H & H ELECTRIC CO	39876	22-00000-00-GM	8,415.00
10/18/2022	H & H ELECTRIC CO	39877	22-00000-00-GM	8,415.00
11/01/2022	H & H ELECTRIC CO	40045	22-00000-00-GM	15,873.00
11/15/2022	H & H ELECTRIC CO	40092	22-00000-00-GM	2,082.00
11/15/2022	H & H ELECTRIC CO	40076	22-00000-00-GM	28,159.60
12/06/2022	H & H ELECTRIC CO	40226	22-00000-00-GM	639.85
12/06/2022	H & H ELECTRIC CO	40154	22-00000-00-GM	1,312.80
12/06/2022	H & H ELECTRIC CO	40149	22-00000-00-GM	8,415.00
12/06/2022	H & H ELECTRIC CO	40157	22-00000-00-GM	8,415.00
12/20/2022	H & H ELECTRIC CO	40409	22-00000-00-GM	4,534.61
03/01/2022	K-TECH SPECIALTY COA	202201-K0130	22-00000-00-GM	7,199.10
11/15/2022	K-TECH SPECIALTY COA	202210-K0093	22-00000-00-GM	7,854.72
04/19/2022	LRS HOLDINGS LLC	PS439269	22-00000-00-GM	11,223.87
04/30/2022	LRS HOLDINGS LLC	PS447745	22-00000-00-GM	12,951.87
04/30/2022	LRS HOLDINGS LLC	PS447832	22-00000-00-GM	11,223.87
06/07/2022	LRS HOLDINGS LLC	PS453419	22-00000-00-GM	11,223.87
06/21/2022	LRS HOLDINGS LLC	PS453528	22-00000-00-GM	456.00
07/05/2022	LRS HOLDINGS LLC	PS459923	22-00000-00-GM	9,656.00
08/02/2022	LRS HOLDINGS LLC	PS460021	22-00000-00-GM	12,951.87
09/06/2022	LRS HOLDINGS LLC	PS467053	22-00000-00-GM	456.00
09/06/2022	LRS HOLDINGS LLC	PS473944	22-00000-00-GM	11,223.87
10/04/2022	LRS HOLDINGS LLC	PS481070	22-00000-00-GM	11,679.87
10/18/2022	LRS HOLDINGS LLC	PS488317	22-00000-00-GM	456.00
10/18/2022	LRS HOLDINGS LLC	PS481293	22-00000-00-GM	11,223.87
12/20/2022	LRS HOLDINGS LLC	PS488451	22-00000-00-GM	12,495.87
09/20/2022	PRECISION PAVEMENT	4270	22-00000-00-GM	7,464.86
09/06/2022	SCHROEDER & SCHROEDE	7354	22-00000-00-GM	430,356.75
12/06/2022	SCHROEDER & SCHROEDE	7485	22-00000-00-GM	20,343.00
07/19/2022	SCHROEDER ASPHALT	2022-180	22-00000-00-GM	176,248.72
10/04/2022	SKC CONSTRUCTION INC	9660	22-00000-00-GM	19,420.00
08/02/2022	SUPERIOR ROAD	796422	22-00000-00-GM	29,040.31
12/06/2022	NATIONAL POWER RODDING	53770-1	22-00000-00-GM	200,000.00

**1,473,828.75**

# MFT Agency Transaction List

Agency Name : Algonquin

County : McHenry

Agency Type : Municipality

District : 1

Beginning Unobligated Balance as of 12/31/2021	\$5,660,587.71			Average MFT Allotment	\$57,121.81
Unobligated Balance as of 12/30/2022	\$7,461,071.99			Average TRF Allotment	\$42,915.03
Total MFT and TRF Allotment	\$1,200,442.07	Total Authorizations	\$1,390,295.78	Paid to State Debits	\$0.00
Total Supplemental Allotments	\$660,049.88	Total Credits	\$1,330,288.11	Paid to State Credits	\$0.00

Date	Transaction Type	Category	Section No.	Memo	Amount	Balance	Section Status
12/31/2021	MFT Transportation Renewal Fund				\$45,236.49	\$5,705,824.20	
12/31/2021	Motor Fuel Tax Fund				\$66,494.52	\$5,772,318.72	
1/6/2022	Authorization	Maintenance	19-00000-00-GM		\$1,379,877.20	\$4,392,441.52	O
1/6/2022	Credit	Contract Construct	19-00000-00-GM	should have been Maintenance Auth	\$1,299,268.94	\$5,691,710.46	O
1/31/2022	MFT Transportation Renewal Fund				\$42,111.42	\$5,733,821.88	
1/31/2022	Motor Fuel Tax Fund				\$60,095.99	\$5,793,917.87	
2/28/2022	MFT Transportation Renewal Fund				\$36,660.93	\$5,830,578.80	
2/28/2022	Motor Fuel Tax Fund				\$33,895.74	\$5,864,474.54	
3/7/2022	Authorization	Maintenance	19-00000-00-GM		\$10,418.58	\$5,854,055.96	O
3/9/2022	Credit	Interest		21-00000-00-AC	\$1,113.59	\$5,855,169.55	
3/9/2022	Credit	Engineering	14-00087-00-BT	per Documentation Review	\$29,905.58	\$5,885,075.13	O
3/21/2022	Supplemental Allotment			FY2022 Rebuild Illinois Bond Grant Installment #5	\$330,024.94	\$6,215,100.07	
3/31/2022	MFT Transportation Renewal Fund				\$41,635.42	\$6,256,735.49	
3/31/2022	Motor Fuel Tax Fund				\$58,385.85	\$6,315,121.34	
4/30/2022	MFT Transportation Renewal Fund				\$42,486.13	\$6,357,607.47	
4/30/2022	Motor Fuel Tax Fund				\$58,337.01	\$6,415,944.48	
5/31/2022	MFT Transportation Renewal Fund				\$42,181.79	\$6,458,126.27	
5/31/2022	Motor Fuel Tax Fund				\$58,953.04	\$6,517,079.31	
6/30/2022	MFT Transportation Renewal Fund				\$43,654.13	\$6,560,733.44	
6/30/2022	Motor Fuel Tax Fund				\$61,047.90	\$6,621,781.34	
7/31/2022	MFT Transportation Renewal Fund				\$44,128.42	\$6,665,909.76	

Transactions with an Asterisk indicate an unprocessed transaction at the time report was requested.

Filter Criteria: District=1, County=All, Agency=Algonquin, AgencyType=Municipality, FromDate=12/31/2021, ToDate=



7/31/2022	Motor Fuel Tax Fund		\$58,398.54	\$6,724,308.30
8/31/2022	MFT Transportation Renewal Fund		\$43,985.88	\$6,768,294.18
8/31/2022	Motor Fuel Tax Fund		\$54,452.58	\$6,822,746.76
9/27/2022	Supplemental Allotment	FY2023 Rebuild Illinois Bond Grant Installment #6	\$330,024.94	\$7,152,771.70
9/30/2022	MFT Transportation Renewal Fund		\$45,379.72	\$7,198,151.42
9/30/2022	Motor Fuel Tax Fund		\$60,751.71	\$7,258,903.13
10/31/2022	MFT Transportation Renewal Fund		\$43,492.18	\$7,302,395.31
10/31/2022	Motor Fuel Tax Fund		\$57,326.19	\$7,359,721.50
11/30/2022	MFT Transportation Renewal Fund		\$44,027.86	\$7,403,749.36
11/30/2022	Motor Fuel Tax Fund		\$57,322.63	\$7,461,071.99

\$1,860,491.95

# The ILLINOIS Funds

## Investor Statement

Page 1 of 2

for the period of: December 1, 2022 - December 31, 2022



Investor Services: (800) 947-8479



Internet: www.illinoisfunds.com

VILLAGE OF ALGONQUIN  
MFT  
2200 HARNISH DR  
ALGONQUIN IL 60102-5995

000437

### Portfolio at-a-Glance

Portfolio Value Beginning 12/01/2022	\$3,117,998.76
+ Purchases	\$101,350.49
- Withdrawals	\$258,004.28
Portfolio Value Ending 12/31/2022	\$2,971,938.00

### Portfolio Summary

Account Number	Fund Name	Shares	Share Price	Market Value on 12/31/2022	% of Account Holdings
7139129311	Illinois LGIP	2,971,938.000	\$1.00	\$2,971,938.00	100.0%
VILLAGE OF ALGONQUIN MFT					

### Account Transactions

Account Number	Trade Date	Transaction Description	Dollar Amount	Share Price	Shares this Transaction	Total Shares Owned
7139129311		Illinois LGIP/5000				
		Beginning Balance as of 12/01/2022	\$3,117,998.76	\$1.00		3,117,998.760
	12/07/22	SHARES PURCHASED - WIRE	\$57,322.63	\$1.00	57,322.630	3,175,321.390
VILLAGE OF ALGONQUIN	12/08/22	SHARES PURCHASED - WIRE	\$44,027.86	\$1.00	44,027.860	3,219,349.250
MFT	12/28/22	SHARES REDEEMED - ACH	-\$258,004.28	\$1.00	-258,004.280	2,961,344.970
	12/30/22	INCOME REINVEST	\$10,593.03	\$1.00	10,593.030	2,971,938.000
Distributions:	Dividends	Cap Gains				
	REINVEST	REINVEST				
		Ending Balance as of 12/31/2022	\$2,971,938.00	\$1.00		2,971,938.000





# Village of Algonquin

The Gem of the Fox River Valley

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

**TO:** Tim Schloneger, Village Manager  
**FROM:** Katie Gock, Recreation Superintendent  
**DATE:** April 3, 2023  
**SUBJECT:** Lions Armstrong Memorial Pool Painting Bid

---

This memo is to advise you of the recommendation for the bids on the **Lions Armstrong Memorial Pool Painting** project that the Village of Algonquin is proposing. The FY24 budget amount for this project is \$51,000. Each bid was reviewed to ensure conformance with the bid specifications (certification, security, cost, etc.). With that the following comments and recommendation.

### *Bids*

In total 6 company submitted a bid by the deadline of March 28, 2023 for this project, below is a summary:

Alpha Paint Works - Base Bid \$48,000.00  
GP Maintenance Service - Base Bid \$108,500.00  
Jetco, LTD. - Base Bid \$147,600.00  
Muscat Painting - Base Bid \$48,874.95  
Pecover Decorating Service – Base Bid \$43,500.00  
Tecorp Incorporated - Base Bid \$92,500.00

### *Recommendation*

This bid was reviewed with Public Works and the consensus is to award this to the lowest bidder, Pecover Decorating Service at \$43,500 which was \$7,500 under the estimated budget amount. This company not only provided the best cost, but are a reputable pool painting company that has served many Park Districts, Villages, and private public pools. This work is scheduled to be completed in the fall of 2023 following the pool season. This is part of our 5-year maintenance cycle for painting. Please confirm this recommendation so that this project can move forward.

CC: Michael Reif, Internal Services Supervisor  
Michael Kumbera, Assistant Village Manager





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

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

DATE: March 17, 2023  
TO: Tim Schloneger, Village Manager  
FROM: Michele Zimmerman, Acting Public Works Director  
SUBJECT: *Pavement Marking Bid - Paint*

---

Bids were opened on March 14, 2023 for contracted service for paint pavement marking. The Village participated in a joint bid for this service through the McHenry County Municipal Purchasing Initiative, which was led by the McHenry County Highway Department. The joint bid included Algonquin Township, McHenry County Highway Department, as well as the communities of Algonquin, Huntley and McHenry.

There were 2 bidders on the project with Precision Pavement Markings coming in as the low bid at \$566,512.02 combining the total quantities for each community. The Village of Algonquin submitted the following quantities as part of the bid which amounts to \$16,273.13. \$70,000 is budgeted in the new FY 2023/24 budget in the MFT Fund for pavement marking services to be used for both paint and thermoplastic markings.

4" line (combination of white & yellow)	28,772 linear feet x \$0.13 =	\$3,740.36
6" line (combination of white & yellow)	1,998 linear feet x \$0.59 =	\$1,178.82
12" line (combination of white & yellow)	2,059 linear feet x \$3.15 =	\$6,485.85
24" line (combination of white & yellow)	409 linear feet x \$4.05 =	\$1,656.45
Letter and symbols (white)	793 square feet x \$4.05 =	\$3,211.65
<b>TOTAL</b>		<b>\$16,273.13</b>

Precision Pavement Markings had the lowest unit price bid for each of the above specified marking types which also makes them the lowest cost for just the Algonquin portion of the bid.

Money has been budgeted in the Motor Fuel Tax Fund to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Precision Pavement Markings to perform painting services for the 2023/24 fiscal year in the amount of \$16,273.13.

**McHenry County Division of Transportation**  
**Bid Tabulation**  
23-00000-10-GM  
Paint Pavement Markings  
3/14/2023 @ 9:00 am

Item No.	Items	Unit	Engineer's Estimate			Precision Pavement Markings		Maintenance Coatings Company	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Paint Pvt Mkgs-Line 4"	ft	3,438,808	\$0.14	\$481,433.12	\$0.13	\$447,045.04	\$0.17	\$584,597.36
	Paint Pvt Mkgs-Line 6"	ft	66,440	\$0.48	\$31,891.20	\$0.59	\$39,199.60	\$0.60	\$39,864.00
	Paint Pvt Mkgs-Line 8"	ft	901	\$0.52	\$468.52	\$0.65	\$585.65	\$1.50	\$1,351.50
	Paint Pvt Mkgs-Line 12"	ft	8,415	\$1.60	\$13,464.00	\$3.15	\$26,507.25	\$1.10	\$9,256.50
	Paint Pvt Mkgs-Line 24"	ft	7,203	\$2.55	\$18,367.65	\$4.05	\$29,172.15	\$2.50	\$18,007.50
	Paint Pvt Mkgs-Letters & Symbols	sq ft	5,926.5	\$2.65	\$15,705.23	\$4.05	\$24,002.33	\$2.50	\$14,816.25
	<b>TOTAL</b>				\$561,329.72		<b>\$566,512.02</b>		\$667,893.11

**Low Bid**

**Bidders**

**Precision Pavement Marking, Inc.**  
Maintenance Coatings Company

**1220 Bell Court**  
543 Woodbury Street

**Pingree Grove, IL 60140**  
South Elgin, IL 60177



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

**– M E M O R A N D U M –**

DATE: March 16, 2023  
TO: Tim Schloneger, Village Manager  
FROM: Michele Zimmerman, Acting Public Works Director  
SUBJECT: *Pavement Marking Bid - Thermoplastic*

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Bids were opened on March 14, 2023 for contracted service for thermoplastic pavement marking. The Village participated in a joint bid for this service through the McHenry County Municipal Purchasing Initiative, which was led by the McHenry County Highway Department. The joint bid included Algonquin Township, McHenry County Highway Department, as well as the communities of Algonquin, Huntley and McHenry.

There were 5 bidders on the project with Maintenance Coatings Company coming in the lowest at \$316,547.19 when combining the total quantities for each community. The Village of Algonquin submitted the following quantities as part of the bid which amounts to \$51,338.70. \$70,000 is budgeted in the new FY 2023/24 budget in the MFT Fund for pavement marking services to be used for both paint and thermoplastic markings.

4" line (combination of white & yellow)	42,394 linear feet x \$0.60 =	\$25,436.40
6" Line (combination of white & yellow)	468 lineal feet x \$1.10 =	\$514.80
12" line (combination of white & yellow)	3,319 linear feet x \$2.50 =	\$8,297.50
24" line (combination of white & yellow)	686 linear feet x \$5.00 =	\$3,430.00
Letters and symbols	92 square feet x \$5.00 =	\$460.00
Grinding Removal before replacement	40,000 square feet x \$0.33 =	\$13,200.00
<b>TOTAL</b>		<b>\$51,338.70</b>

Maintenance Coatings Company had the lowest unit price bid for each of the above specified marking types which also makes them the lowest cost for just the Algonquin portion of the bid.

Money has been budgeted in the Motor Fuel Tax Fund to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Maintenance Coatings Company to perform painting services for the 2023/24 fiscal year in the amount of \$51,338.70.





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

**– M E M O R A N D U M –**

DATE: April 11, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

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

SUBJECT: Bunker Hill Drive Improvements Recommendation for  
Construction Oversight

---

Attached is the proposal for construction oversight for Bunker Hill Drive Improvements with Christopher B. Burke Engineering, LTD. (CBBEL). The scope of work is approximately one mile of Full-Depth Reclamation (FDR) on Bunker Hill Drive from 200 feet east of Greens View Drive to Sherman Drive, including Parkside Court and Pine Grove Court, 2,500 feet of bike path replacement, selective sidewalk and curb and gutter replacement, pedestrian crossing upgrades, underdrain installation, drainage improvements, watermain lowering, and landscape restoration.

The condition of Bunker Hill Drive has deteriorated over the years. Trapped water in the subgrade has caused a “heaving” effect during the winter during the freeze-thaw cycle. The Full-Depth Reclamation (FDR) process will provide a higher-quality riding surface, and the addition of underdrain will help drain trapped water within the subgrade. The bike path replacement will be from Woods Creek to Sherman Drive. Additionally, crossing improvements including a pedestrian activated flashing beacon and a wider painted crosswalk will be installed across Bunker Hill Drive at Jacobs High School.

A late addition to the project scope includes lowering an existing watermain on the north side of Bunker Hill Drive at Sherman Drive. The lowering is needed as a ComEd duct package sits directly on top of the main. In 2021, ComEd damaged the main during the duct installation, but the main is still vulnerable to further damage. The cost for the watermain lowering is estimated to be \$75,000, to which the Village will request ComEd cover the costs.

The engineer’s construction estimate for this project is approximately \$1.62 million. CBBEL’s proposal is in the amount of \$144,750, which is about 8.9% of the estimated

construction cost. The proposal is less than the \$160,000 budgeted for construction oversight from the Street Improvement fund in FY2024.

Therefore, it is the Public Works Department's recommendation that the Committee of the Whole take the necessary action to move this construction oversight agreement with CBBEL for \$144,750 to the Village Board for approval.

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

**I. INCORPORATION OF MASTER AGREEMENT**

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

**II. PROJECT UNDERSTANDING**

**A. General Understanding/Assumptions**

The Village of Algonquin is requesting a proposal for Phase III Engineering. The project includes street rehabilitation (Full Depth Reclamation) to the following streets, sidewalks, curb & gutter, and driveway apron replacements to the following streets:

- Bunker Hill Drive – Sherman Road to Greens View Drive (4,300 ft.)
- Parkside Court (250 ft.)
- Pine Grove Court (300 ft.)

It is our understanding the project will be let in Spring of 2023 and begin construction June 2023.

**III. SCOPE OF SERVICES**

**A. Phase III Engineering**

1. Preconstruction Services

- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Review the Inspector's Checklists for contract line items including Erosion Control, Hot-Mix Asphalt, Storm Sewers, Earth Excavation and Embankment.
- Provide information to the Village so you can update your website with construction updates.

## 2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
- 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

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of 45 hours per week for a 16-week duration of all Contract Work to ensure 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 Contract Documents.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls fourteen (14) calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings;
- Provide Weekly Progress Updates to Village Staff;
- 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.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Enforcement of Storm-water Pollution Prevention Plan (SWPPP) to ensure compliance with IEPA NPDES Permit.
- Acts as Village Liaison for all project-related coordination with (sub) contractors and communication with residents/businesses.

4. Construction Documentation

- CBBEL follows all VILLAGE guidelines and procedures for Construction Engineering.
- Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records;
- Contract Administration/Documentation;
- Quantity Measurement;
- Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
- Develop and Process Change Orders as necessary including Final Balancing Change Order;
- Respond to any Requests for Information from the Contractor.

5. 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 soil and aggregate density, Portland Cement Concrete (PCC) and Hot-Mix Asphalt (HMA) 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.

6. Closeout

- Develop and ensure completion of "Punch List";
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit job box and all project-related electronic correspondence to the Village of Algonquin Public Works

**IV. MAN-HOURS & FEE SUMMARY**

**A. Phase III Engineering**

Task A.1 Preconstruction Services			
Engineer V	5 hrs x \$185/hr	=	\$925
Engineer IV	30 hrs x \$155/hr	=	\$4,650
Task A.2 Shop Drawing Review			
Engineer IV	10 hrs x \$155/hr	=	\$1,550
Task A. 3 Construction Observation			
Engineer V	10 hrs x \$185/hr	=	\$1,850
Engineer III	640 hrs x \$155/hr	=	\$99,200
Task A.4 Construction Documentation			
Engineer V	5 hrs x \$185/hr	=	\$925
Engineer IV	80 hrs x \$155/hr	=	\$12,400
Task A. 5 Material QA			
Rubino Engineering		=	\$10,000
Task A.6 Project Closeout			
Engineer V	10 hrs x \$185/hr	=	\$1,850
Engineer IV	40 hrs x \$155/hr	=	<u>\$6,200</u>
Vehicle Usage	\$65 per day - 80 days		<u>\$5,200</u>
		=	
		<b>Total</b>	<b>\$144,750</b>

VILLAGE OF ALGONQUIN

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

Title: President

Date: 3/22/2023

**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

## McHenry County Division of Transportation

### Bid Tabulation

23-00000-05-GM

Thermoplastic Pavement Markings: Group 1 - Thermoplastic Pavement Markings

3/14/2023 @ 10:00 AM

Item No.	Items	Unit	Engineer's Estimate			Precision Pavement Markings, Inc.		Superior Road Striping, Inc.		Countryman, Inc.	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	211,067	\$0.62	\$130,861.54	\$0.85	\$179,406.95	\$0.80	\$168,853.60	\$0.70	\$147,746.90
	Thermo Pvt Mkgs-Line 6"	ft	25,611	\$0.80	\$20,488.80	\$1.45	\$37,135.95	\$1.30	\$33,294.30	\$1.40	\$35,855.40
	Thermo Pvt Mkgs-Line 8"	ft	4,274	\$1.20	\$5,128.80	\$3.23	\$13,805.02	\$1.50	\$6,411.00	\$2.10	\$8,975.40
	Thermo Pvt Mkgs-Line 12"	ft	13,844	\$1.70	\$23,534.80	\$5.99	\$82,925.56	\$2.00	\$27,688.00	\$2.80	\$38,763.20
	Thermo Pvt Mkgs-Line 24"	ft	5,864	\$4.25	\$24,922.00	\$7.00	\$41,048.00	\$5.00	\$29,320.00	\$4.90	\$28,733.60
	Thermo Pvt Mkgs-Letters & Symbols	sq ft	8,774.9	\$4.25	\$37,293.33	\$8.00	\$70,199.20	\$5.00	\$43,874.50	\$4.90	\$42,997.01
	Pvt Mkg-Removal	sq ft	142,703.0	\$0.75	\$107,027.25	\$0.60	\$85,621.80	\$0.35	\$49,946.05	\$0.35	\$49,946.05
	<b>TOTAL</b>				\$349,256.52		\$510,142.48		\$359,387.45		\$353,017.56

Item No.	Items	Unit	Engineer's Estimate			AC Pavement Striping Co.		Maintenance Coatings Company	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	211,067	\$0.62	\$130,861.54	\$0.76	\$160,410.92	\$0.60	\$126,640.20
	Thermo Pvt Mkgs-Line 6"	ft	25,611	\$0.80	\$20,488.80	\$1.18	\$30,220.98	\$1.10	\$28,172.10
	Thermo Pvt Mkgs-Line 8"	ft	4,274	\$1.20	\$5,128.80	\$1.80	\$7,693.20	\$1.60	\$6,838.40
	Thermo Pvt Mkgs-Line 12"	ft	13,844	\$1.70	\$23,534.80	\$3.25	\$44,993.00	\$2.50	\$34,610.00
	Thermo Pvt Mkgs-Line 24"	ft	5,864	\$4.25	\$24,922.00	\$7.00	\$41,048.00	\$5.00	\$29,320.00
	Thermo Pvt Mkgs-Letters & Symbols	sq ft	8,774.9	\$4.25	\$37,293.33	\$7.00	\$61,424.30	\$5.00	\$43,874.50
	Pvt Mkg-Removal	sq ft	142,703.0	\$0.75	\$107,027.25	\$0.72	\$102,746.16	\$0.33	\$47,091.99
	<b>TOTAL</b>				\$349,256.52		\$448,536.56		\$316,547.19

Low Bid

**Bidders**

Precision Pavement Markings, Inc.	1220 Bell Court	Pingree Grove, IL 60140
Superior Road Striping, Inc.	1980 N. Hawthorne Ave	Melrose Park, IL 60160
AC Pavement Striping Co.	695 Church Rd	Elgin, IL 60123
Maintenance Coatings Company	543 Woodbury Street	South Elgin, IL 60177
Countryman, Inc	1222 Buchanan St	Rockford, IL 61101





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

**– M E M O R A N D U M –**

DATE: April 11, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

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

SUBJECT: Tunbridge Subdivision Improvements Recommendation for  
Construction Oversight

---

Attached is the proposal for construction oversight for the Tunbridge Subdivision Improvements with Christopher B. Burke Engineering, LTD. (CBBEL). The scope of work includes 1.5 miles of Full-Depth Reclamation (FDR) in the Tunbridge Subdivision (streets to be improved shown in the attached proposal), selective sidewalk and curb and gutter replacement, ADA ramp upgrades, selective driveway replacements, drainage improvements, water valve installations, and landscape restoration.

The streets in the Tunbridge Subdivision were built in two phases (1992 and 1998) and are currently in very poor condition. The sidewalk and ADA ramp upgrades will improve walkability and accessibility for residents. Staff performed asset conditions for underground infrastructure and identified two improvements that have been added to the scope.

- Added valve and vault within Brindlewood Court and Darlington Court to improve water reliability for these residents during water shutdowns for maintenance, repair, or replacement.
- Replacement of four drainage pipe and outlets at Tunbridge Pond.

The engineer's construction estimate for this project is just over \$2 million. The project is budgeted for FY2024 with \$1.75 million of construction and will utilize the remaining Rebuild Illinois (RBI) funds. The remainder will be taken from the Street Improvement fund. Construction Oversight will use Street Improvement funds. CBBEL's proposal is \$168,175, which is about 8.5% of the estimated construction cost. The added underground improvements have increased the overall construction and construction oversight costs. The FY2024 budget for construction oversight of this project is \$150,000. The available remaining design funds and oversight of Bunker Hill Drive will be utilized to cover the overage.

Therefore, it is the Public Works Department's recommendation that the Committee of the Whole take the necessary action to move this construction oversight agreement with CBBEL for \$168,175 to the Village Board for approval.

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

**I. INCORPORATION OF MASTER AGREEMENT**

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

**II. PROJECT UNDERSTANDING**

**A. General Understanding/Assumptions**

The project includes street rehabilitation (resurfacing, partial reconstruction, full depth reclamation), ADA improvement, sidewalk, curb and gutter and driveway replacement for the following streets:

- Tunbridge Trail – Stonegate Rd to Stonegate Rd (2,580 ft.)
- Robinwood Drive – Tunbridge Tr to Stonegate Rd (760 ft.)
- Brindlewood Lane – Tunbridge Tr to Stonegate Rd (880 ft.)
- Carlisle Street – Stonegate Rd to Stonegate Rd (1,890 ft.)
- Burnham Court – Carlisle St to Termini (200 ft.)
- Darlington Court – Stonegate Rd to Termini (525 ft.)
- Tunbridge Court – Stonegate Rd to Stonegate Rd (630 ft.)
- Brindlewood Court – Stonegate Rd to Termini (330 ft.)

It is our understanding the project will be let in Spring 2023 and begin construction June 2023. Rebuild Illinois (RBI) Funds will be used for construction costs. Local funds will be used for construction engineering costs.

**III. SCOPE OF SERVICES**

**A. Phase III Engineering**

1. Preconstruction Services

- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.

- Review the Inspector's Checklists for contract line items including Erosion Control, Hot-Mix Asphalt, Storm Sewers, Earth Excavation and Embankment.
- Provide information to the Village so you can update your website with construction updates.

## 2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
- 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

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of 45 hours per week for an 18-week duration of all Contract Work to ensure 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 Contract Documents.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls fourteen (14) calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings;
- Provide Weekly Progress Updates to Village Staff;
- 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.

- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Enforcement of Storm-water Pollution Prevention Plan (SWPPP) to ensure compliance with IEPA NPDES Permit.
- Acts as Village Liaison for all project-related coordination with (sub) contractors and communication with residents/businesses.

#### 4. Construction Documentation

- CBBEL follows all VILLAGE guidelines and procedures for Construction Engineering.
- Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records;
- Contract Administration/Documentation;
- Quantity Measurement;
- Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
- Develop and Process Change Orders as necessary including Final Balancing Change Order;
- Respond to any Requests for Information from the Contractor.

#### 5. 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 soil and aggregate density, Portland Cement Concrete (PCC) and Hot-Mix Asphalt (HMA) 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.

#### 6. Closeout

- Develop and ensure completion of "Punch List".
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit the job box to IDOT with all pertinent project information.

**IV. MAN-HOURS & FEE SUMMARY**

**A. Phase III Engineering**

Task A.1 Preconstruction Services			
Engineer V	10 hrs x \$185/hr	=	\$1,850
Engineer IV	30 hrs x \$155/hr	=	\$4,650
Task A.2 Shop Drawing Review			
Engineer IV	20 hrs x \$155/hr	=	\$3,100
Task A.3 Construction Observation			
Engineer V	10 hrs x \$185/hr	=	\$1,850
Engineer IV	820 hrs x \$155/hr	=	\$111,600
Task A.4 Construction Documentation			
Engineer IV	10 hrs x \$185/hr	=	\$1,850
Engineer IV	90 hrs x \$155/hr	=	\$13,950
Task A.5 Material QA			
Rubino Engineering		=	\$12,000
Task A.6 Project Closeout			
Engineer V	10 hrs x \$185/hr	=	\$1,850
Engineer IV	60 hrs x \$155/hr	=	<u>\$9,300</u>
Vehicle Usage	\$65 per day - 95 days	=	<u>\$6,175</u>
		<b>Total</b>	<b>\$168,175</b>

VILLAGE OF ALGONQUIN

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

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

Date: 3/22/2023 \_\_\_\_\_

**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: April 11, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

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

SUBJECT: In-House Engineering Task Order – FY2023-2024

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The Public Works Department has been utilizing engineering staff from Christopher B. Burke Engineering Ltd. (CBBEL) since June of 2019 upon the departure of the Project Manager. Since 2019, the Capital Budget and the number of projects has increased significantly.

During FY 2023-2024 budget discussions, money was budgeted in the Water and Sewer Improvement and Street Improvement funds to continue using CBBEL staff during this fiscal year; \$100,000 in each Capital account for a total of \$200,000. This is a reduction in the amount of \$40,000 from the previous year due to the addition of the Village Engineer.

Despite inflation, CBBEL has offered to keep the current rate of \$120/hour for in-house engineering services. This rate is extremely favorable when compared to outside consultant engineering services. We have been very pleased with the work that has been performed by CBBEL staff, and they are a great addition to our team at Public Works, as well as other departments in the Village.

Therefore, we recommend that the attached Task Order Amendment be approved by the Committee of the Whole for In-House Engineering Services with CBBEL in the amount of \$200,000 for FY 2023-2024, beginning May 1, 2023.

**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 is looking to supplement their current in-house Public Works staff by utilizing the services of an outside consulting firm. We understand that the Village wishes to extend the existing agreement until April 30, 2024.

**III. Scope of Services**

**A. Engineering Services**

CBBEL will provide General Engineering Assistance as directed by Public Works Staff.  
Contract Engineering (In-house Engineering)  
\$ 100,000 - Water/Sewer Capital  
\$ 100,000 - Street Capital

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

We will bill you on a time and materials basis at the rate of \$120 per hour for a not-to-exceed fee of \$200,000.

VILLAGE OF ALGONQUIN

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

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

Date: 3/28/2023 \_\_\_\_\_





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

**– M E M O R A N D U M –**

DATE: April 11, 2023

TO: Tim Schloneger, Village Manager

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

SUBJECT: Recommendation to Award the Base Bid and Alternate Bid for the Water Treatment Plant No. 2 Cation Exchange Media Replacement to G.A. Rich & Sons, Inc.

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Attached is the bid tabulation from the March 28, 2023, bid opening for the Water Treatment Plant No. 2 Cation Exchange Media Replacement project. The project received three bids, with G.A Rich & Sons, Inc. providing the low bid with a base bid amount of \$287,119.00 and a mandatory alternate bid amount of \$189,322.00 (Total bid amount of \$476,441.00). The total bid is \$44,213 less than the low bid from the project's initial bid held on January 30, 2023.

The design engineer, Engineering Enterprises, Inc., provided a recommendation letter to include the base and alternate bids in the award. The base bid amount is 19% over the engineer's estimate; however, the total bid amount is only 6% over the engineer's estimate. Given the more favorable costs of the alternate bid, staff recommends moving forward with the base and alternate bids. \$450,000 is budgeted in FY2024 for this project, but unused funds from the Huntington to Countryside Watermain Project (west) will be used to cover the additional \$26,441.

G.A. Rich & Sons, Inc. has not previously performed work for the Village but most recently is completing treatment plant piping work in Lockport, Oswego, and Bloomingdale. Given the history of work and referenced projects, staff feels the low-bid contractor will be able to complete the necessary improvements required for this project successfully.

Therefore, it is our recommendation that the Committee of the Whole take the necessary action to move this contract with G.A. Rich & Sons, Inc. on to the full Board of Trustees for approval in the amount of \$476,441.00.



March 28, 2023

Mr. Clifton V. Ganek, P.E.  
Village Engineer  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102

**Re: WTP No. 2 Cation Exchange Media Replacement – Award Recommendation  
Village of Algonquin, McHenry and Kane Cos., IL**

Dear Mr. Ganek:

The Village received and opened bids on March 28, 2023, for work to be done on the above referenced project. A tabulation of the bids including our Engineer's Estimate is attached for your reference.

Three bids were received on the project. We recommend the acceptance of the bid and approval of award be made to the low bidder, G.A. Rich & Sons, 204 S. Perry Avenue, Deer Creek, IL 61733, in the base bid and mandatory alternate bid amount totaling \$476,441.00, which is approximately 6% over the Engineer's Estimate of \$449,360.00.

Please contact me if you have any questions or need additional information.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Christopher R. Walton, P.E.  
Project Manager

pc: Ms. Michele Zimmerman, Mr. Jason Schutz, Mr. Jason Meyer – Village of Algonquin (via email)  
JAM, STD, NPW – EEI (via email)



**BID TABULATION  
WATER TREATMENT PLANT NO. 2 CATION EXCHANGE MEDIA REPLACEMENT  
VILLAGE OF ALGONQUIN**

		BID TABULATION BIDS RECD 3/28/2023		G.A. RICH & SONS, INC. 204 S. Perry Ave. Deer Creek, IL 61733		ALL SERVICE CONTRACTING CORP. 2024 E. Damon Avenue Decatur, IL 62526		MANUSOS GENERAL CONTRACT., INC. 91 Christopher Way Fox Lake, IL 60020		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PERFORMANCE AND PAYMENT BONDS	LS	1	\$ 2,565.00	\$ 2,565.00	\$ 10,232.00	\$ 10,232.00	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00
2	TAKE SAMPLES OF EXISTING MEDIA AND COMPLETE / COORDINATE TOTAL TCLP METALS TESTING, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$ 3,850.00	\$ 3,850.00	\$ 7,000.00	\$ 7,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00
3	REMOVE AND DISPOSE EXISTING CATION EXCHANGE MEDIA AND SUPPORT MATERIAL FROM TREATMENT UNITS 1, 2, & 3 (WORK TO BE COMPLETED ON ALL THREE UNITS AT THE SAME TIME) AND DISPOSE OF OFFSITE, INCLUDING POWER WASHING OF INTERIOR OF EACH UNIT, AND PROVIDE INSPECTION REPORT, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$ 58,690.00	\$ 58,690.00	\$ 69,196.00	\$ 69,196.00	\$ 49,500.00	\$ 49,500.00	\$ 60,000.00	\$ 60,000.00
4	FURNISH AND INSTALL NEW CATION EXCHANGE AND GRAVEL MEDIA IN TREATMENT UNITS 1, 2, & 3 (WORK TO BE COMPLETED ON ALL THREE UNITS AT THE SAME TIME), INCLUDING DISINFECTION, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$ 177,450.00	\$ 177,450.00	\$ 181,182.00	\$ 181,182.00	\$ 266,900.00	\$ 266,900.00	\$ 125,000.00	\$ 125,000.00
5	VESSEL INTERIOR SPOT REPAIRS WITH BLASTING / PAINTING, IN ACCORDANCE WITH THE SPECIFICATIONS	SQ. FT.	300	\$ 120.00	\$ 36,000.00	\$ 155.00	\$ 46,500.00	\$ 110.00	\$ 33,000.00	\$ 100.00	\$ 30,000.00
6	PERFORM BASELINE RADIOLOGICAL CONTAMINATION SURVEY OF THE FACILITY PRIOR TO MEDIA REMOVAL, AND CONFIRMATORY RADIOLOGICAL CONTAMINATION SURVEY AFTER MEDIA REMOVAL, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$ 3,564.00	\$ 3,564.00	\$ 7,232.00	\$ 7,232.00	\$ 3,600.00	\$ 3,600.00	\$ 6,000.00	\$ 6,000.00
7	ITEMS ORDERED BY THE ENGINEER	EA	5,000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
<b>BASE BID TOTAL (ITEMS 1-7)</b>					<b>\$ 287,119.00</b>		<b>\$ 326,342.00</b>		<b>\$ 366,000.00</b>		<b>\$ 241,000.00</b>
<b>ABOVE/BELOW ENGINEERS ESTIMATE</b>						19.14%		35.41%		51.87%	
<b>MANDATORY ALTERNATE BID ITEMS - WTP NO. 2 CATION EXCHANGE MEDIA REPLACEMENT</b>											
A	(ADDITIONAL COST FOR BASE BID ITEM #3) - REMOVE AND DISPOSE EXISTING CATION EXCHANGE MEDIA AND SUPPORT MATERIAL FROM TREATMENT UNITS 1, 2, & 3 (WORK TO BE COMPLETED WITH ONE (1) UNIT OFFLINE AT A TIME) AND DISPOSE OF OFFSITE, INCLUDING POWER WASHING INTERIOR OF EACH UNIT, IN ACCORDANCE WITH THE SPECIFICATIONS - INCLUDES ALL MOBILIZATIONS AND DEMOBILIZATIONS.	LS	1	\$ 10,680.00	\$ 10,680.00	\$ 23,320.00	\$ 23,320.00	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00
B	(ADDITIONAL COST FOR BASE BID ITEM #4) - FURNISH AND INSTALL NEW CATION EXCHANGE AND GRAVEL MEDIA IN TREATMENT UNITS 1, 2, & 3 (E.G., WORK TO BE COMPLETED WITH ONE (1) UNIT OFFLINE AT A TIME), INCLUDING DISINFECTION, IN ACCORDANCE WITH THE SPECIFICATIONS - INCLUDES ALL MOBILIZATIONS AND DEMOBILIZATIONS.	LS	1	\$ 54,982.00	\$ 54,982.00	\$ 19,950.00	\$ 19,950.00	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00
C	COMPLETE HIGH PRESSURE POWER WASH, SURFACE PREP, AND APPLY TOPCOAT TO INTERIOR OF ONE (1) CATION EXCHANGE VESSEL, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	3	\$ 12,447.00	\$ 37,341.00	\$ 8,000.00	\$ 24,000.00	\$ 16,500.00	\$ 49,500.00	\$ 10,000.00	\$ 30,000.00
D	SANDBLAST INTERIOR OF ONE (1) CATION EXCHANGE VESSEL TO BARE METAL AND COMPLETE FULL 3-COAT RECOATING OF INTERIOR, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	3	\$ 28,573.00	\$ 85,719.00	\$ 53,313.00	\$ 159,939.00	\$ 38,500.00	\$ 115,500.00	\$ 45,000.00	\$ 135,000.00
E	FURNISH AND INSTALL REPLACEMENT UNDERDRAIN NOZZLES, TONKA HIGH IMPACT ABS DIFFUSER NOZZLES, IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS	EA	24	\$ 25.00	\$ 600.00	\$ 146.00	\$ 3,504.00	\$ 126.50	\$ 3,036.00	\$ 140.00	\$ 3,360.00
<b>MANDATORY ALTERNATE BID TOTAL (ITEMS A-E)</b>					<b>\$ 189,322.00</b>		<b>\$ 230,713.00</b>		<b>\$ 182,036.00</b>		<b>\$ 208,360.00</b>
<b>TOTAL BASE BID AND MANDATORY ALTERNATE BID ITEMS (ITEMS 1-7 &amp; A-E)</b>					<b>\$ 476,441.00</b>		<b>\$ 557,055.00</b>		<b>\$ 548,036.00</b>		<b>\$ 449,360.00</b>



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

**– M E M O R A N D U M –**

DATE: 3/23/2023

TO: Tim Schloneger, Village Manager  
Michael Kumbera, Assistant Village Manager

CC: Michele Zimmerman, Acting Public Works Director  
Vince Kilcullen, General Services Superintendent

FROM: Mike Reif, Internal Services Supervisor

SUBJECT: Vehicles and Equipment to Be Deemed Surplus

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**Unit #: 545**

**Year: 2002**

**Make: Kawasaki**

**Model: 5210**

**ID/VIN: JK1AFDA142B508684**

**Description: UTV replaced with new Bobcat unit.1500hrs. and need new transmission.**



**Unit #: 660**

**Year: 1997**

**Make: Morbark**

**Model: 2400**

**ID/VIN: 45821511VW002974**

**Description: 26-Year-old chipper past useful life. New brush bandit on order.**



**Unit #:805**

**Year:2010**

**Make: Ford**

**Model: F-150**

**ID/VIN: 1FTFX1EV9AKE77953**

**Description: 2010 Ford F-150 with 83100 miles. Vehicle has been replaced with Enterprise lease vehicle. Has mechanical issues.**



**Unit #: 807**

**Year: 2010**

**Make: Ford**

**Model: F-150**

**ID/VIN: 1FTFX1EVAKE77946**

**Description: 2010 Ford F-150 with 97200 miles. Vehicle has been replaced with Enterprise lease vehicle.**



**Unit #:818**

**Year: 2003**

**Make: Ford**

**Model: E-450 Ambulance**

**ID/VIN: 1FDXE45F93HB32227**

**Description: 2003 retired ambulance converted to a tool truck. Replaced with newer model ambulance purchased from ALFPD.**



**Make: Philips**

**Model: 71A5292-001D**

**Description: Core and Coil ballast kits. Old stock, Lights have been replaced with LED.**



**Make:** Philips

**Model:** 71A5390-001D

**Description:** Core and Coil ballast kits. Old stock, Lights have been replaced with LED.



**Make:** Philips

**Model:** 71A65092-001D

**Description:** Core and Coil ballast kits. Old stock, Lights have been replaced with LED.



**Make:** Philips

**Model:** Bodine B50

**Description:** Bodine ballast, old stock, light have been updated to LED.



**Make:** GE

**Model:** M400MLTAC4M-5GEK

**Description:** GE Ballast, Old Stock, Lights replaced with LED





**Make:** Holophane

**Model:** 114N6N

**Description:** Ballast for lights that have been converted to LED.



**Make:** Curtis  
**Model:** TLP12A  
**ID/VIN:** 14334106

**Description:** commercial coffee maker needs repairs.



**Description:** Old Lifeguard chairs from pool. New chairs installed.





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

**– M E M O R A N D U M –**

DATE: April 14, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

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

SUBJECT: Recommendation to Award the Bid for the Souwanas Trail and  
Schuett Street Roadway and Underground Improvements Project  
to Benchmark Construction

---

This item is a recommendation to award the construction bid for Souwanas Trail and Schuett Street Roadway and Underground Improvements to Benchmark Construction. The low bid for this project is \$8,448,000, approximately \$1.7 million over the budgeted amount.

The proposed improvements include full-depth reclamation (FDR) of Souwanas Trail, Schuett Street, and Oceola Trail, upsizing and extending the main sanitary interceptor on Souwanas Trail that carries flow from the entire eastern basin across the Fox River to the Wastewater Treatment Plant, installation of additional drainage trunk line and structures to improve drainage and reduce flooding, and replacement of an undersized water main on Schuett Street. These improvements are necessary to improve the safety and functionality of these roadways, and to ensure that the Village is well-prepared for future development on the east side. Additionally, the Village will receive \$1.5 million in funding from the Surface Transportation Program (STP) for roadway improvements.

One of the most significant aspects of this project is the need to upsize and extend the main sanitary interceptor on Souwanas Trail. The existing sanitary sewer that handles flow from the eastern basin is a 12-inch sewer that runs through the Alta Vista subdivision. The updated models from the 2022 Wastewater Facilities Study show that this sewer is at capacity, which means backups are possible during wet weather. Not only are the residents and businesses served on this sewer line vulnerable to backups, but without this work, development on the east side of the Village cannot occur.

In addition, the sewer will need to be 25-30 feet deep for approximately 1,000 feet. Constructability of this critical sewer is extremely challenging which has driven up the costs for this project. Staff has explored alternatives including alternate routes and the installation of a lift station. However, neither option provides an estimated cost savings to the Village. Additionally, these options require preliminary and final design work which would delay the sanitary improvements several years, further delaying any development on the east side of the Village. The attached exhibit shows the development parcels that hinge on this sanitary sewer improvement, most notably the future residential property east of Sandbloom Road and the parcels adjacent to Jewel.

While the bid for this project is higher than expected, it is important to remember that this is a complex and challenging project that requires significant expertise and resources. The benefits of these improvements far outweigh the costs, and the long-term value of this project cannot be overstated. In summary, the following critical improvements will be included in this project

- Installation, extension, and upsizing of the existing sanitary sewer on Souwanas Trail currently at capacity and crucial for future development of the east side.
- Additional drainage improvements on Souwanas Trail and Schuett Street to improve drainage and reduce flooding.
- Upsizing an undersized and aging water main on Schuett Street for improved reliability.
- Roadway surface and base improvements to Souwanas, Schuett, and Oceola
  - All with current pavement conditions in the bottom 5% of all streets within the Village.
- Installation of sidewalk on the north side of Souwanas with a connection to the regional Prairie Trail.

Benchmark Construction is an underground contractor out of Bartlett, Illinois. The Village has not previously worked with Benchmark Construction, but in 2016, Benchmark completed a \$7.8 million sewer separation project in Elgin, Illinois that involved underground installation with depths of greater than 30 feet. Recently, Benchmark completed a \$5.3 million project for the City of Wood Dale that included 3,000 feet of storm sewer installation, a 10'x10' box culvert, and underground detention. Benchmark is an experienced underground contractor to capable of constructing the challenging deep sanitary sewer proposed on this project among other improvements.

I urge the Committee of the Whole to award the construction bid for Souwanas Trail and Schuett Street. This project is critical for the continued growth and development of our Village, and will bring much-needed improvements to our infrastructure. Please let me know if you have any questions or concerns about this recommendation.

**Illinois Department of Transportation**  
**As Accepted Tabulation of Bids**  
**For Letting: 03/10/2023**

Run Time 03/10/2023 12:10 PM

**Letting Item:** 081  
**Route:** FAU 4004; FAU 4003

**Contract:** 61H80  
**Section:** 17-00092-00-PV  
 (ALGONQUIN)  
**Project:** 9132(817)

**District:** 1  
**County:** McHenry

Contract Description: Reconstruct Souwanas Trail from Oceola Street to Sanbloom Road, and the reconstruction of Schuett Street from Scott Street to Hubbard Street in Algonquin.

0362	Benchmark Construction Co., Inc. 2260 Southwind Blvd Bartlett, IL 60103 Phone: (630) 497-1700 Fax: (630) 497-1737 dominickf@bmk8.com	\$8,448,000.00
3702	Martam Construction Incorporated 1200 Gasket Dr Elgin, IL 60120 Phone: (847) 608-6800 Fax: (847) 608-6804	\$9,154,962.24
3315	A Lamp Concrete Contractors, Inc. 1900 Wright Blvd Schaumburg, IL 60193 Phone: (847) 891-6000 Fax: (847) 891-6100 estimating@alamconcrete.com	\$10,864,584.87
0231	Arrow Road Construction Co. 1445 Oakton Street Elk Grove Village, IL 60007 Phone: (847) 437-0700 Fax: (847) 437-6887 bids@arrowroad.com	(No Bid)
0392	Berger Excavating Contractors, Inc. 1205 Garland Rd. Wauconda, IL 60084 Phone: (847) 526-5457 Fax: (847) 526-4204 kberger@bergercontractors.com	(No Bid)
0467	Acqua Contractors Corp 551 S. IL Route 83 Elmhurst, IL 60126 Phone: (630) 359-4648 office@acquacontractors.com	(No Bid)

This list is an aid and is not intended to be an all-inclusive list of potential bidders. It is the responsibility of the bidder, subcontractor or vendor to determine who is bidding on a project.



▷ 1391 Corporate Drive | Suite 203 | McHenry, IL 60050  
Main 815.385.1778 + Fax 815.385.1781

▷ [HRGREEN.COM](http://HRGREEN.COM)

March 29, 2023

Mr. Clifton V. Ganek, P.E.  
Village Engineer  
Village of Algonquin  
110 Meyer Drive  
Algonquin, Illinois 60102

RE: Souwanas Trail, Oceola Drive and Schuett Street Improvements  
Recommendation for Concurrence to Award  
IDOT Section No. 17-00092-00-PV

Dear Mr. Ganek:

The Illinois Department of Transportation (IDOT) received three (3) bid proposals for the construction of the Souwanas Trail, Oceola Drive and Schuett Street Improvements at the bid opening on March 10, 2023. The bid package consisted of pavement reconstruction, new concrete curb and gutter, sidewalks, water main replacement, drainage improvements, a new culvert crossing of Souwanas Creek, and the upsizing and extension of sanitary sewer service to Sandbloom Road to increase service capabilities for the east side of the Village.

The bids received ranged in price from \$8,448,000.00 submitted by Benchmark Construction Company, Inc., to a high bid of \$10,864,584.87 submitted by A Lamp Concrete Contractors, Inc. The Village has received \$1,500,000.00 of federal funds for the project to help offset local construction costs.

The proposed project is highly complex and presents unique challenges such as a new creek crossing and excavation depths of approximately thirty feet (30'). HR Green has experience working with Benchmark Construction Company on similar complex projects, and recommends Benchmark Construction Company based upon past performance.

Please contact me at [jstrzalka@hrgreen.com](mailto:jstrzalka@hrgreen.com) or 815.759.8359 with any questions or concerns.

Sincerely,

**HR GREEN, INC.**

A handwritten signature in black ink, appearing to read 'Jeffrey J. Strzalka'.

Jeffrey J. Strzalka, PE  
Senior Project Manager

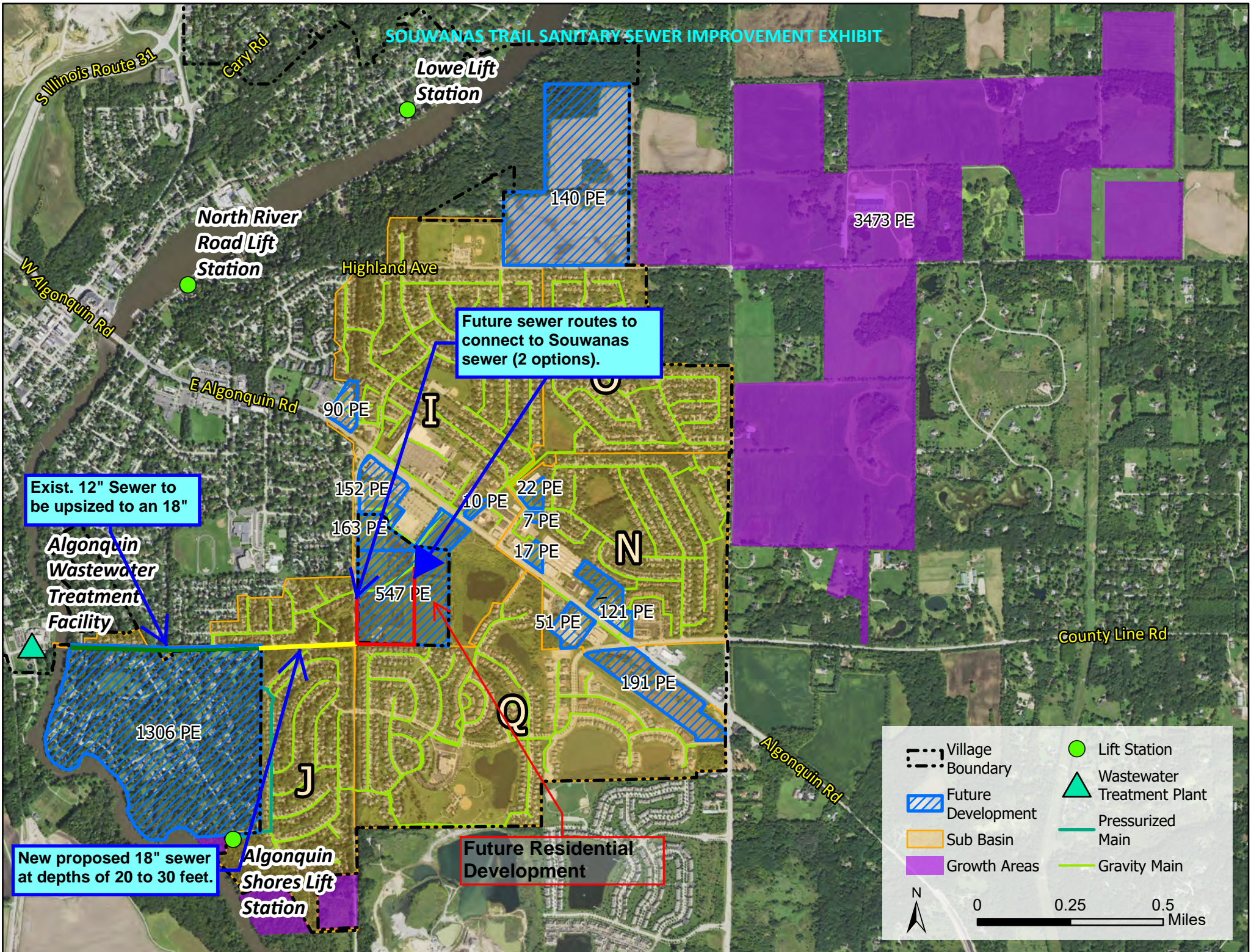
JJS/

CC: Michele Zimmerman, Village of Algonquin  
Akram Chaudhry, HR Green, Inc.

# Souwanas Trail and Schuett Street Project



**SOUWANAS TRAIL SANITARY SEWER IMPROVEMENT EXHIBIT**



**Low Lift Station**

**North River Road Lift Station**

**Exist. 12" Sewer to be upsized to an 18"**

**Algonquin Wastewater Treatment Facility**

**Future sewer routes to connect to Souwanas sewer (2 options).**

**New proposed 18" sewer at depths of 20 to 30 feet.**

**Algonquin Shores Lift Station**

**Future Residential Development**

Village Boundary	Lift Station
Future Development	Wastewater Treatment Plant
Sub Basin	Pressurized Main
Growth Areas	Gravity Main

N  
0 0.25 0.5 Miles





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

**– M E M O R A N D U M –**

DATE: April 14, 2023

TO: Tim Schloneger, Village Manager  
Committee of the Whole

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

SUBJECT: Resolution to Revise the Local Public Agency Agreement for  
Federal Participation in the Souwanas Trail and Schuett Street  
Reconstruction Project

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Attached, you will find a revised draft resolution committing local funding participation in the Souwanas Trail and Schuett Street Reconstruction and Underground Improvements project that is slated for construction in 2023 and 2024. Also included is the project site map, Bureau of Local Roads (BLR 05510C form) funding agreement draft, and the GATA reporting addenda from the McHenry County Council of Mayors.

The Village will receive \$1.5 million in federal funding from the Surface Transportation Program – Local (STP-L) and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSSA). The remaining funds estimated at \$6,948,000 for the construction of this project will be funded locally from the Street Improvement and Water and Sewer Funds. This Resolution is to commit the Village to fund the remainder of the project. The revised Resolution and signed agreement are to be sent to IDOT District One prior to the project commencing. IDOT District One requests five (5) signed originals of the agreement and resolution.

**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
STP		CMAP	11-21-0008

Construction on State Letting
  Construction Local Letting
  Day Labor
  Local Administered Engineering
  Right-of-Way

**Construction**
**Engineering**
**Right of Way**

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

Reason for modification of original Agreement

Increased amount of LPA participation

This amended Agreement, hereinafter referred to as "**Amendment**" is made and entered to in 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 **LPA** and **STATE** agree to revise the original Agreement by execution of this **Amendment**.

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Souwanas Trail	4004	0.53 MI	0.00	0.53

Location Termini

Scott Street to Sandbloom Road

Current Jurisdiction	Existing Structure Number(s)	Add Location
LPA	NA	Remove

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Souwanas Trail	1905	0.20 MI	0.00	0.20

Location Termini

Oceola Drive to Scott Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
LPA	NA	Remove

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Oceola Drive	1193	0.06 MI	0.16	0.22

Location Termini

Oceola End to Souwanas Trail

Current Jurisdiction	Existing Structure Number(s)	Add Location
LPA	NA	Remove

### LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Schuett Street	4003	0.29 MI	0.40	0.69

Location Termini  
 Hubbard Street to Scott Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
LPA	NA	Remove

### LOCAL PUBLIC AGENCY APPROPRIATION

**For Amendments Increasing the LPA share:** By execution of this **Amendment**, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum (**required for increases to state-let contracts only**).

### ADDENDA

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

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

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the **Amendment** shall remain in full force and effect and the **Amendment** shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this **Amendment** 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

The above signature certifies the agency's TIN number is

366005766 conducting business as a Governmental Entity.

DUNS Number 070161971

UEI HSV9ZCZJBNF7

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation Signature & Date

By:

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

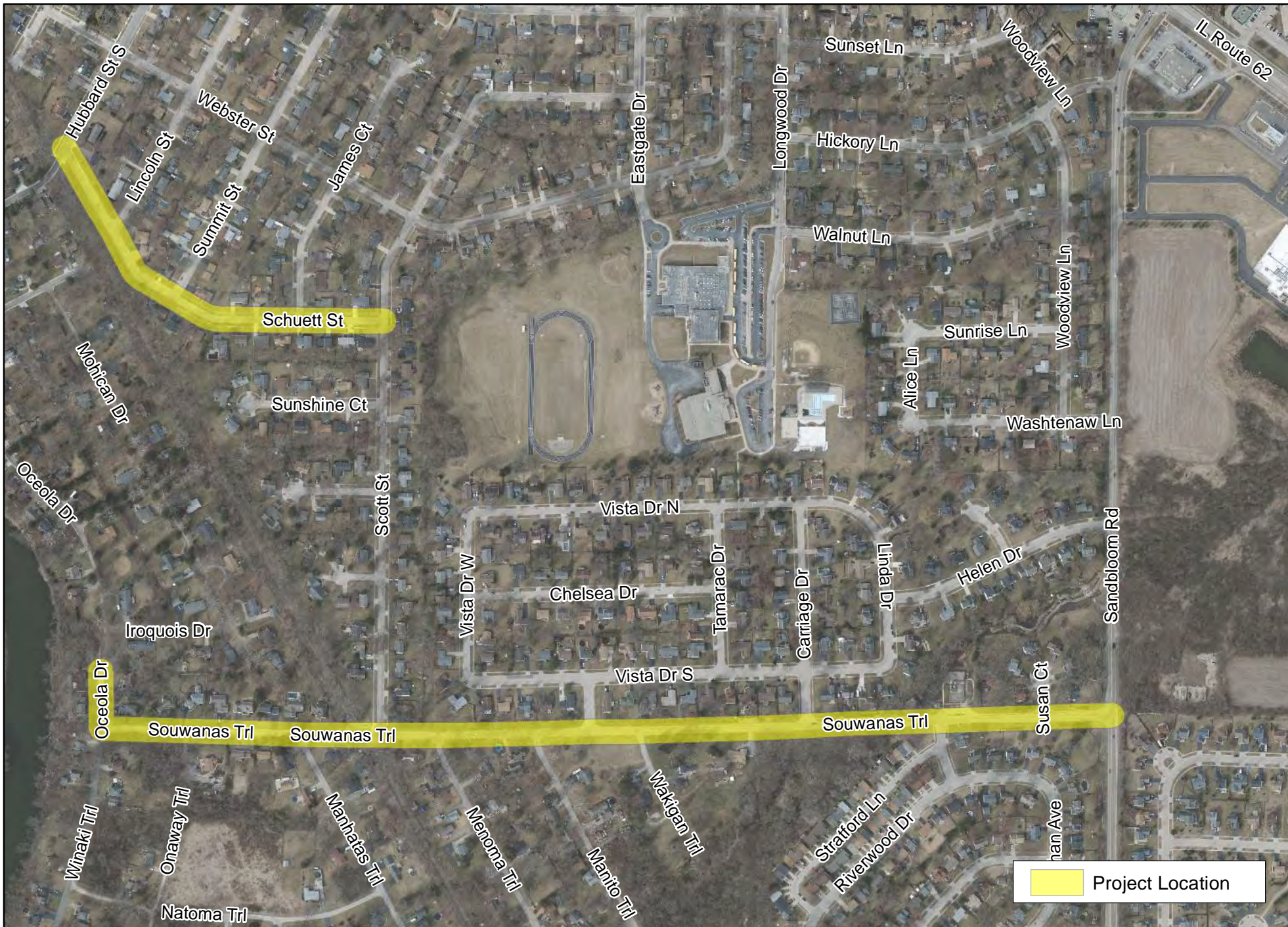
Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer Signature & Date

Yangsui Kim, Chief Counsel Signature & Date

Vicki Wilson, Chief Fiscal Officer Signature & Date

**NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.**

# Souwanas Trail and Schuett Street Project



**ADDENDA NUMBER 2**

Local Public Agency	County	Section Number
Village of Algonquin	McHenry	17-00092-00-PV

<b>Construction</b>		<b>Engineering</b>		<b>Right of Way</b>	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-098-22	9132(817)				

**ORIGINAL DIVISION OF COST (ODC)**

Type of Work	Federal Funds			State Funds			Local Public Agency Funds			Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
Participating Construction	STU	\$419,017.00	80%				Local	\$1,715,411.00	*	\$2,134,428.00	
Non-Participating Constructor							Local	\$1,698,325.00	100%	\$1,698,325.00	
Participating Construction		\$1,080,983.00	80%				Local	\$1,715,410.00	*	\$2,796,393.00	
ODC Federal Funds		\$1,500,000.00		ODC State Funds			ODC LPA Funds		\$5,129,146.00	Total	\$6,629,146.00

**AMENDMENT # 1**

Type of Work	Federal Funds			State Funds			Local Public Agency Funds			Work Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
Non-Participating Constructor							Local	\$1,818,854.00	100%	\$1,818,854.00	
Federal Funds Amendment # 1				State Funds Amendment # 1			LPA Funds Amendment # 1		\$1,818,854.00	Total	\$1,818,854.00
Add Amendment	Remove Amendment										

<b>Total Federal Funds</b>	\$1,500,000.00	<b>Total State Funds</b>		<b>Total LPA Funds</b>	\$6,948,000.00	<b>TOTAL</b>	\$8,448,000.00
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**CUMULATIVE DIVISION OF COST (CDC)**

Type of Work	Federal Funds			State Funds			Local Public Agency Funds			Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
Participating Construction	STU	\$419,017.00	80%				Local	\$1,715,411.00	*	\$2,134,428.00	
Non-Participating Constructor							Local	\$3,517,179.00	100%	\$3,517,179.00	
Participating Construction		\$1,080,983.00	80%				Local	\$1,715,410.00	*	\$2,796,393.00	
CDC Federal Funds		\$1,500,000.00		CDC State Funds			CDC LPA Funds		\$6,948,000.00	Total	\$8,448,000.00

**ADDENDA NUMBER 2**

Local Public Agency	County	Section Number
Village of Algonquin	McHenry	17-00092-00-PV

<b>Construction</b>		<b>Engineering</b>		<b>Right of Way</b>	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-098-22	9132(817)				

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%. STP-U maximum NTE is \$419,017. Other funding is CRRSAA funding. CRRSAA funding NTE is \$1,083,983.

**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.

# ADDENDA NUMBER 3

RESOLUTION No: 2023-R-\_\_

**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 \$6,948,000.00 or as much as may be needed to match the required funding to complete the proposed improvement known 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 April, 2023.

IN TESTIMONY WEREOF; I have unto set my hand and seal, at my office, this \_\_\_\_ day of April, 2023.





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

**– M E M O R A N D U M –**

DATE: April 6th, 2023  
TO: Tim Schloneger, Village Manager  
FROM: Brad Andresen / Ecologist/Horticulturist  
SUBJECT: *Spella Southwest Ecological Restoration Project*

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Attached you will find a copy of a proposal with Baxter & Woodman Environmental for the Spella Southwest Ecological Restoration Project in the amount of \$184,208.60. This project plans to restore two Village-owned areas that total 14.5 acres and are adjacent to the previously restored Spella wetland and Woods Creek corridor.

This site contains a remnant sedge meadow that is being taken over by invasive phragmites and buckthorn. This project will remove the invasive species and ecologically restore the area to preserve the remaining sedge meadow community. This site also drains directly into the previously restored Spella wetland and Woods Creek corridor, so the removal of the invasive species on these parcels will protect those investments by reducing the weed seed upstream from moving into those existing restorations.

The funds for this project are in the 2023/2024 fiscal year budget within the Natural Area and Drainage Capital Fund, where there is \$200,000.00 budgeted for this project.

We are proposing to use Baxter & Woodman Natural resources for this project as we have a prior relationship with them doing similar work for the Village of Algonquin. They recently completed two major projects for the Village; Ratt Creek Reach 5 Restoration and the Randall Road Wetland Restoration.

Their experience with ecological restoration work as well as their knowledge and experience working for the Village in the past makes Baxter & Woodman Natural resources a good fit for this project.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of ecological restoration services for the Spella Southwest Ecological Restoration project to Baxter & Woodman Natural Resources for \$184,208.60.

March 6, 2023

Michele Zimmerman  
Acting Public Works Director  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102

**Subject: Village of Algonquin – Spella Southwest Ecological Restoration**

Dear Ms. Zimmerman:

Baxter & Woodman, Inc. appreciates the opportunity to submit this proposal to assist the Village in implementing ecological restoration and maintaining (3 years) the Spella Southwest project.

**SCOPE ITEMS AND ENGINEERING FEE**

The Owner shall pay the Engineer for the services performed or furnished a lump sum amount of \$184,208.60.

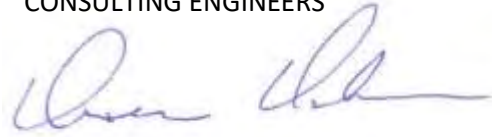
ITEM	DESCRIPTION	QUANTITY		Unit Price	Total Cost
		TOTAL	UNIT		
<b>1</b>	<b>SPELLA WETLAND SOUTHWEST RESTORATION (NON-PREVAILING WAGE)</b>				
1.1	TREE & SHRUB REMOVAL/STUMP GRINDING	1	LS	\$92,000.00	\$92,000.00
1.2	HERBICIDE MP, WP, & SV SEEDING AREAS (2x)	2	Trip	\$2,800.00	\$5,600.00
1.3	LIGHT DISCING/TILLING MP, WP, & SV SEEDING AREAS (2x)	2	Trip	\$5,500.00	\$11,000.00
1.4	MESIC PRAIRIE SEEDING	1.25	AC	\$1,700.00	\$2,125.00
1.5	WET PRAIRIE SEEDING	6.0	AC	\$1,400.00	\$8,400.00
1.6	SAVANNA SEEDING	1.25	AC	\$1,300.00	\$1,625.00
1.7	TREE PLANTING/PROTECTOIN-1.5"-2.0" CAL. CONTAINER GROWN	5	EA	\$500.00	\$2,500.00
1.8	TURF GRASS MOW STRIP SEEDING	1	LS	\$1,000.00	\$1,000.00
1.9	STRAW MULCH-CRIMPED (1 TON/ACRE)	34,848	SY	\$0.70	\$24,393.60
1.10	NAG DS75 EROSION CONTROL BLANKET	6,050	SY	\$1.30	\$7,865.00
1.11	RR-4 OUTLET PROTECTION	15	CY	\$180.00	\$2,700.00
1.12	THREE YEAR MAINTENANCE (3x MOW, 6x-HERBICIDE & 1 RX BURN)	1	LS	\$25,000.00	\$25,000.00
1.13	ECOLOGIST MONITORING & REPORTING (THREE YEARS)	1	LS	\$4,500.00	\$4,500.00
<b>SPELLA WETLAND SOUTHWEST RESTORATION SUBTOTAL</b>					<b>\$184,208.60</b>

Thank you for the opportunity to submit our Proposal for this project. Upon your written authorization to proceed, we will begin working immediately. Please contact Colin McConnell at 815-482-5114 or [CMcConnell@baxterwoodman.com](mailto:CMcConnell@baxterwoodman.com) if you should have any questions or need additional information.

The attached Standard Terms & Conditions apply to this Proposal. If you find this Proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Dennis Dabros, PE  
Vice President



Coilin McConnell  
Department Manager Natural Resources

**VILLAGE OF ALGONQUIN, ILLINOIS**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. (“BW”). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE “AGREEMENT”.

**Owner’s Responsibility** – Provide BW with all criteria and full information for the “Project”, which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards (“Owner Affiliates”) without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

**Schedule for Rendering Services** - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW’s work shall be extended and the rates and amounts of BW’s compensation shall be equitably adjusted in a written instrument executed by all Parties.

**Invoices and Payments** - The fees to perform the proposed scope of services constitutes BW’s estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

**Opinion of Probable Construction Costs** - BW’s opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor’s methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW’s opinion of probable construction costs.

**Standards of Performance** – (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors’ 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 at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to 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 contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW’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 to safety programs or precautions. BW’s consideration of a component does not constitute acceptance of the assembled item; (10) BW’s site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

**Insurance** - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker’s Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate	General
Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim	
	\$2 million aggregate		\$5 million aggregate	
Automobile Liability:	\$1 million combined single limit			

In no event will BW’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW’s under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW’s directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** - Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

**Use of Documents** – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW’s design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW’s design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW’s document retention policy after Project closeout.

**Successors, Assigns, and Beneficiaries** – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

**Miscellaneous Provisions** – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



# Village of Algonquin

Police Department

-MEMORANDUM-



DATE: April 6, 2023  
TO: Tim Schloneger  
FROM: Dennis W. Walker, Chief of Police  
SUBJECT: McHenry County Consolidated Law Enforcement Joint Training Facilities

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Attached please find an Intergovernmental Agreement relating to the respective agency's involvement in the McHenry County Consolidated Law Enforcement Joint Training Facilities. Furthermore, please find the budget research and instructor inventory document to support this request for funds for this partnership.

As indicated previously by Chief Bucci in a VOA resolution passed on September 3, 2019 (also attached), this county-wide training facility will have more efficient and effective means of education and experience for all law enforcement officers. Centralizing training methods has the added benefit of inter-agency cooperation where every officer is taught the same methods and would work seamlessly together in the event of a mutual aid call.

Since the passing of that resolution, the State of Illinois has mandated and identified several areas and required hours of training for each Officer, each year or during periods of time in which the Illinois Law Enforcement Training and Standards Board has set forth. These include but are not limited to training in; Crisis Intervention, Emergency Medical Response, Officer Wellness, Sexual Assault Investigations, Cultural Competency, Civil Rights, Human Rights, Procedural Justice, Use of Force, De-escalation, and High-Risk Traffic stops to name a few. The number of hours and training per Officer is extensive.

With the above being stated, I respectfully request the amount of \$44,975.75 as an initial contribution as part of our, the Village of Algonquin and Algonquin Police Department's commitment to this opportunity and facility. It should be noted that this initial amount is estimated to decrease yearly and after this facility becomes operational, it is planned to have more McHenry County agencies participate and fund proportionately and the agencies that participate from outside of McHenry will follow a fee schedule for usage of the facility.

I respectfully request consideration to bring this item before the Committee of the Whole and upon review, to the Village Board for approval.

Respectfully,

Dennis W. Walker, Chief of Police



## McHenry County Law Enforcement Regional Training Center

To: Joint Training Facilities Board  
From: Chief Patrick M. Finlon  
Subject: **Budget Research and Instructor Inventory**  
Date: March 22, 2023

**McHenry County Sheriff**  
Sheriff Robb Tadelman  
Undersheriff John Bucci

**Algonquin PD**  
Chief Dennis Walker

**Cary PD**  
Chief Patrick Finlon

**Lake in the Hills PD**  
Chief Mary Frake

**McHenry PD**  
Chief John Birk

Attached is information used to develop an operating budget for the Law Enforcement Training Center and the Firearms Training Range. Additionally, a survey was conducted of participating agency personnel to determine those training topic areas that they are qualified to provide instruction. Upon gathering this information, a preliminary analysis was conducted to identify topics that have sufficient instructors and those topics areas that require additional qualified personnel to present instruction.

### **Budget Development**

The initial budget has been developed using several sources. First, historic data from the Village of Cary was used to estimate the operating costs for utilities and telecommunications in its previous use as the Village Hall and Police Department. Second, McHenry County budget estimates were used for estimates related to maintenance/repair costs, maintenance contract and for costs related to assigned personnel. Finally, a representative of InVeris Training Solutions [Kyle Badger Tx. (678) 630-9049] was consulted to develop costs related to the maintenance and operation of the firearms range as well as reporting operating costs previously received from On-Target Range and Tactical Center. InVeris Training Solutions is the successful bidder awarded the contract to install range equipment for the Firearms Range located at 460 Cary Woods Circle, Cary IL.

Labor costs related to the Joint Training Facilities, provided by the McHenry County Sheriff's Office, would include an assigned Administrative Assistant (annual salary - \$66,000.00) and a Janitor (annual salary - \$50,000.00). These costs were split evenly between the two facilities.

What is not included in the proposed budget is an amount for capital improvement funding, which will be developed for an annual assessment, and the costs for McHenry County to obtain insurance for the Training Center and Firearms Range.

The summary of the operating budget for the Joint Training Facilities is depicted in the table below:

Location	Annual Budget
Training Center	\$ 149,959.42
Firearms Range	\$ 173,866.00
<b>Total</b>	<b>\$ 323,825.42</b>

More detailed information related to the budget is provided in the attached spreadsheets.

The share of the operating budget is assessed on a pro-rated basis to the members of the Joint Training Facilities Board based upon the number of agency personnel that will regularly require firearms qualification. An adjustment was made to address McHenry County Sheriff’s Office Corrections and Court Security personnel. A factor of .5 is used in determining the total number of McHenry County Sheriff’s personnel assigned to these functions. The table below depicts the number of personnel from participating agencies:

Agency	Personnel	Adjusted Personnel	Total
Algonquin PD	50	50	50
Cary PD	26	26	26
Lake in the Hills PD	41	41	41
McHenry PD	51	51	51
McHenry County Sheriff - Patrol	104	104	192
McHenry County Sheriff – Corrections/Courts Security	176	88	
<b>Total</b>			<b>360</b>

Based on the developed annual budget and total personnel, the table below depicts the proportional annual assessment for each Joint Training Facilities Board member agency:

Agency	Personnel	Proportional Assessment (%)	Assessment (\$)
Algonquin PD	50	13.89	44,975.75
Cary PD	26	7.22	23,387.39
Lake in the Hills PD	41	11.39	36,880.12
McHenry PD	51	14.17	45,875.27
McHenry County Sheriff’s Office	192	53.33	172,706.89

This **does not** include the \$5,000.00 initial Joint Training Facilities Board membership assessment.

**Instructor Inventory**

Participating agencies were asked to submit a roster of agency personnel that are qualified as instructors, preferably Illinois Law Enforcement Training and Standards Board (ILETSB) certified. A total of 42 individuals were identified as instructors, 10 of which have applications pending with



ILETSB. There was also a lack of uniformity related to the title of topic areas. The McHenry County Sheriff's Office had the most identified instructors with Cary PD having the least number of ILETSB certified instructors. Generally, the inventory identified a great deal of instructional talent within the participating agencies.

More detail related to the Instructor Inventory can be found in the attached chart.

### **Training Topic Analysis**

An objective of the intergovernmental agreement establishing the Law Enforcement Regional Training Center is to provide training opportunities to satisfy the training mandates established by Public Act 101-0652 (50 ILCS 705/7(g) and (h)), and (50 ILCS 705/10.6). In reviewing the instructor topics, the training topics can be categorized in the following manner:

*First Aid      Investigations      Legal      Tactics      Traffic*  
*Emergency Vehicle Operation*

The majority of instructor expertise is found in the areas of "Tactics" and "Legal" - specifically, in the "Use of Force" and "Firearms Proficiency/Qualification" areas.

Areas of training that are important to the delivery of law enforcement services but are not found within the inventory of instructors includes:

*Communications      Leadership/Supervision      Mental Health and Wellness*  
*Crisis Intervention*

For reference, the following in-service training mandates that are required by statute and identified by a summary document distributed by the Illinois Training and Standard Board – effective July 1, 2022 are provided for review and comparison to the instructor inventory:

#### ***Annually (no minimum hours assigned to annual mandates)***

Crisis intervention training; Emergency medical response training and certification; Law updates; Officer wellness and mental health; Firearms Restraining Order Act (Certificate Required); and Firearms Qualification

#### ***Every 3-years (30-hours of training - minimum)***

Sexual Assault /Trauma informed response (all police officers); Constitutional and proper use of law enforcement authority; Cultural competency (including implicit bias along with ethnic & racial sensitivity training); Civil rights, Human rights; Procedural justice; Reporting child abuse and neglect; Sexual Assault/Abuse Investigator Training (for those who investigate sexual assault crimes); Use of Force [At least **12-hours** of hands-on, scenario-based role-playing and at least 6-hours of instruction on use of force techniques, including the use of de-escalation techniques to prevent or reduce the need for force whenever safe and feasible or when force must be used, to use

force that is objectively reasonable, necessary, and proportional under the totality of the circumstances; and to ensure appropriate supervision and accountability], [at least 6-hours of training focused on high-risk traffic stops], [Specific training on officer safety techniques, including cover, concealment, and time], [Specific training on the law concerning stops, searches and use of force under the Fourth Amendment to the United States Constitution], [the scenario-based hours can be done in any of the aforementioned areas of education & training under Use of Force and are not specific to the ‘6 & 6’ areas only].

*Every 5-years (no minimum hours assigned)*

Psychology of Domestic Violence

**Liaison with Mobile Training Unit #3 – NEMRT**

I had occasion to speak with the Director of North East Multi-Regional Training (MTU-3), Joe Schweihs regarding the Regional Training Law Enforcement Training Center and its proposed operations. I explained to Director Schweihs the composition of the Joint Training Facilities Board and the plan as it relates to training delivery. He indicated that the Board would only need to designate one individual to represent the participating agencies with NEMRT as it relates to reporting training documents for approval or certification.

## Patrick Finlon

---

**From:** Brian Lahey  
**Sent:** Friday, February 17, 2023 2:45 PM  
**To:** Patrick Finlon  
**Subject:** Old Building Expenses

Hi Chief,

I am sorry for the delay in getting this to you.

FY21 – 655 Village Hall Dr Building Expenses (Police and VH)

Water/Sewer = Approx. 30,000 Gallons every 2 months – **NO COST**

Electric = 817.6 kWh (daily average) – **NO COST**

Natural Gas = **\$11,060.22** (Nicor Gas 18-84-18-1000 7)

Telephones/Internet = **\$33,247.94** (Comcast, Call One, TIG)

VH/PD Repairs & Maintenance = **\$11,260.39** (Johnson Controls, Ace, Menards, Tessendorf, Grainger)

Otis Elevator - **\$2,823.24** per year

Total estimated building cost for 2021 = **\$58,391.79**

Please let me know if I missed any expenses.

I hope this is what you were looking for.

Thank you,

**Brian Lahey**

Finance Department



755 GEORGETOWN DRIVE  
CARY, IL 60013

☎ 847-639-0003 extension 8063

🌐 [www.CaryIllinois.com](http://www.CaryIllinois.com)

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**McHenry County  
DRAFT Budget  
Law Enforcement Training Facilities**

410500	<b>Utilities - Light &amp; Power</b>	
410525	<b>Utilities - Heating/Gas</b>	
410550	<b>Utilities - Water/Sewer</b>	
413000	<b>Maintenance Agreements</b>	
	Alpha Controls	\$ 1,000.00
	Boiler Insp. - State Fire Marshal	\$ 250.00
	Doors - Automatic	
	Doors - Coiling Fire	
	Doors - Overhead Door	\$ 775.00
	Elevator Inspections	\$ 2,705.00
	Fire Alarm / Pumps / Sprinklers	\$ 1,975.00
	Fire Extinguisher	\$ 100.00
	Generator Prev. Maint.	\$ 2,005.00
	HVAC Preventative Maintenance	\$ 6,200.00
	Misc. Agreements	\$ 1,000.00
	Pest Control	\$ 500.00
	Roof Inspections	\$ 375.00
	Janitorial Services	\$ -
	Window Cleaning	\$ 350.00
	<b>Sub total</b>	<b>\$ 17,235.00</b>
430500	<b>Repair &amp; Maint. - Building &amp; Grounds</b>	
	Doors - Other Door Repair	\$ 275.00
	Doors - Closers	\$ 220.00
	Doors - Overhead Door Repairs	\$ 850.00
	Elect-Supplies	\$ 400.00
	Electrical Repair	\$ 1,150.00
	Fire Alarm Repairs	\$ 750.00
	Fire Sprinkler Repairs	\$ 1,000.00
	General Building Materials - Menards Etc.	\$ 195.00
	Grounds - Concrete Sidewalks and Curb Repairs	\$ 750.00
	Grounds - Sealcoating, Patching and Striping	\$ 500.00
	Light Bulbs	\$ 250.00
	Locks	\$ 315.00
	Mech - Pump Repairs	\$ 1,000.00

	Paint & Paint Supplies	\$ 125.00
	Plumbing-Repairs	\$ 1,550.00
	Plumbing-Supplies	\$ 500.00
	Roof Repairs	\$ 400.00
	Testing & Balance	\$ -
	Grainger	\$ 250.00
	Other/Contingency	\$ 1,100.00
	<b>Sub total</b>	<b>\$ 11,580.00</b>
430590	<b>Repair &amp; Maint. - Heavy Machinery</b>	
	Elect - Motors - Dresilker	\$ 800.00
	Elect-VFD Repairs	\$ -
	Generator Repairs	\$ 1,400.00
	HVAC - Building Automation Repairs	\$ 600.00
	HVAC - Filters	
	HVAC Parts	\$ 600.00
	HVAC - Refrig. Parts	\$ 500.00
	Mech - Boiler Repairs	\$ 2,200.00
	Mech - RTU Repairs	\$ 1,200.00
	Other/Contingency	\$ 1,150.00
	<b>Sub total</b>	<b>\$ 8,450.00</b>
444900	<b>Garbage Disposal</b>	
	Garbage Disposal	\$ 1,140.00
	Shred Service	\$ 384.00
	<b>Sub total</b>	<b>\$ 1,524.00</b>
445000	<b>Snow Removal</b>	
	Ice Melt Sidewalks	\$ 150.00
	Shovels and Misc	\$ 55.00
	Snow Blower Service	\$ -
	Snow Plow Service	\$ 8,472.00
	Snow Plow Risk to Zero (10%)	\$ 847.20
	<b>Sub total</b>	<b>\$ 9,524.20</b>

February 8, 2023

Cary Police Department  
Address: 755 Georgetown Drive  
Cary, Illinois 60013  
Attn: Patrick Finlon  
[pfinlon@caryillinois.com](mailto:pfinlon@caryillinois.com)  
847-474-8046

**REF: 2023-1045**

### **MAINTENANCE AGREEMENT**

- 1.1. This agreement is made and entered into this \_\_\_\_\_ of \_\_\_\_\_ 2023 by and between InVeris Training Solutions and **Cary Police Department**. Under the terms of this agreement, InVeris Training Solutions will provide all labor, travel, expenses, etc., required to perform the maintenance and repairs, as needed, at the Customer's facility. This agreement provides for **4** visit(s) per year for **1** year(s) to be scheduled in conjunction with other local area visits. All work performed will be as described herein. **Scheduling of this contract is pre-scheduled by the customer by month; specific day is the decision of both parties mutual agreement.**
- 2.1. **The Work** During each visit a certified InVeris Training Solutions technician will perform the following services on site:
1. Test for proper operation all components of the target conveying systems.
  2. Check and adjust drive belts, cables, electrical connection, target stops, carriers, take-up assemblies and all other components of the conveying system not mentioned herein. **Any wheels, hardware, or pulleys necessary will be supplied at an additional charge.**
  3. Lubricate, as required, all components requiring lubrication.
  4. Clean the overhead track system of debris as required.
  5. Repair as required any non-functioning target lane or component thereof. **Including electronic assembles and the master control console.** (On site only and parts are extra)
  6. Inspect all ballistic protection equipment including the bullet trap for improper wear and tear or the accumulation of lead and/or other debris.
  7. During the course of work the InVeris Training Solutions technician will provide the customer with basic instruction of maintenance, operation procedures and **training** on the system.
  8. **Range must be closed until maintenance is complete.**

3.1 **Payment** In consideration of the above, the customer agrees to pay InVeris Training Solutions within 30 days of the rendered services, the sum outlined below per visit plus parts provided under this agreement, plus the amount of parts used as authorized by the customer.

S-SV	Year One Service Visit(s)	4	\$1,989.00	\$7,944.00
Parts	Spare Parts	1	\$1,000.00	\$1,000.00
			Total:	\$8,944.00

4.1 **Special Conditions** This agreement shall remain in full force and effect for a period of 1 year(s) from the date of this agreement. Maintenance contract, unless specified below, will assume expiration date from 1 years of the “contract entered date” provided by you in paragraph 1.1 herein.

**Other expiration date:** \_\_\_\_\_

4.2 This agreement may be renewed, subject to a renegotiated price, by the customer serving written notice on InVeris Training Solutions within 10 days of its expiration.

4.3 InVeris Training Solutions Inc. agrees to provide its standard commercial insurance coverage for general liability and workman’s compensation. Upon request, InVeris shall provide proof of insurance that will include InVeris’ standard commercial limits.

4.4 All work completed under this contract will be covered by a 90 day parts and labor warranty.

4.5 This offer is only valid for 90 days.

5.1 **Exclusions** Lead removal and or bullet trap repair is not covered under this agreement.

6.1 Please indicate below when your fiscal budget year begins: \_\_\_\_\_

And the submittal deadline for all proposal renewals: \_\_\_\_\_

7.1 **Other Conditions** The InVeris Training Solutions, Inc. (IVTSI) Standard Spares/Repairs and Service Terms and Conditions and IVTS-SVC-002-REV10\_05-18-2022 incorporated by reference herein apply to purchase order(s) and/or credit card sale(s) issued by Buyer to Seller that result from this request for pricing. If the Seller receives a purchase order or credit card sale for item(s) the Seller presumes that the buying agency has followed all required competition justifications. IVTS shall provide a copy to the Buyer of the aforementioned document upon request. By signing this offer the parties agree that the terms and conditions of this offer shall govern the Service and shall be binding upon both parties. The State Laws of Delaware shall govern this agreement. This offer represents the agreement of both parties and shall supersede any and all contracts, agreements, or understandings regarding the Service being performed under this offer.

8.1 **Spare Parts** Customer agrees IVTS is authorized to charge up to **\$1,000.00** per year for spare parts required to maintain equipment for the duration of this maintenance agreement

Pursuant to the above terms and conditions this contract has been duly executed by the following parties:



---

Cary Police Department

Kyle Barger  
Field Service Manager  
InVeris Training Solutions, Inc.  
Tel: 678.288.1169  
Fax: 678.288.1503  
[kyle.barger@inveristraining.com](mailto:kyle.barger@inveristraining.com)

Service Help Desk Toll Free Phone: (800) 344-6771





Expenses are Based on Overall Operations During 2018

Service	Annual Cost	Monthly Average	Additional Comments
ComEd	\$29,156.00	\$2,430.00	Running equipment 7:30am - 10:00pm 363 days/year Monthly average is consistent throughout year
Nicor	\$24,440.00	\$2,037.00	\$3,000 - \$4,000 winter months; \$250 - \$500 summer months Running equipment 7:30am - 10:00pm 363 days/year
Filters for Gun Range	\$21,048.00	\$1,754.00	Keep in mind we have a customer base of 25,000+ persons
Hazmat Disposal of Filters	\$18,137.00	\$1,511.00	
Quarterly Maintenance of Equipment Plus Trouble Shooting & Parts	\$5,160.00	\$430.00	
Landscape Maintenance	\$4,960.00	\$620.00	8 Installments April - November
Snowplowing	\$4,195.00		
Waste Removal	\$3,252.00	\$271.00	8 Cubic Yards 2x/Week - The large trash need is due to all the boxes and packing material from products purchased for Pro-Shop
Elevator Preventive Maintenance	\$2,592.00	\$216.00	
Annual Elevator Inspection	\$50.00		
Berm Maintenance	\$1,500.00		
Replacement Rubber			
Association Dues	\$1,121.00		Terra Cotta Tech Center Association - Paid in 2 installments
Water / Sewer	\$647.00	\$54.00	
Annual RPZ Inspection	\$140.00		
Alarm Monitoring	\$960.00		\$240 paid quarterly
Alarm System Maintenance	\$567.00		
Fire Alarm Annual Inspection Plus	\$560.00		
Battery Replacement			
Annual Fire Extinguisher Inspection	\$483.00		
Annual Sprinkler System Inspection	\$310.00		
<b>Total:</b>	<b>\$119,278.00</b>		
Less Lead / Brass Recycling Income:	-\$46,216.00		
<b>Annual Expenses:</b>	<b>\$73,062.00</b>		

Draft Utility and Service Cost Estimate - Cary Village Hall

Type	Cost Item	Estimate Cary VH Cost
FLS Service	Fire Alarm/Sprinkler Service	\$ 2,200.00
FLS Service	Fire Alarm/Sprinkler Repairs	\$ 900.00
FLS Service	Generator Service	\$ 1,200.00
FLS Service	Generator Repair	\$ 2,400.00
FLS Service	Elevator Repairs	\$ 2,250.00
FLS Service	Elevator Monthly Maintenance	\$ 4,200.00
FLS Service	Fire Alarm Monitoring	\$ 660.00
HVAC - Service	Alpha Control Service -- Building Automation	\$ 3,300.00
HVAC - Service	Mechanical Start up/ Service (RTU -- Boilers - Air Handler - Ventilation)	\$ 15,200.00
HVAC - Service	Closed Loop Water Analysis and Treatment - Boiler Heat	\$ 780.00
By Sheriff?	Housekeeping + Chemicals <i>(compared to Animal Control contract)</i>	\$ 55,000.00
Service	Maintenance, Repair, Handy Man Service, Painting Service	\$ 8,500.00
Commodity	Copy Paper	\$ 1,000.00
Service	Records Retention?	
Service	Landscape Service	\$ 5,950.00
Service	Landscape additional	\$ 1,200.00
Service	Snow and Ice Contract + Sidewalks	\$ 7,350.00
Service	Automatic Door Service	\$ 1,850.00
Service	Parking Lot Striping/Repair	\$ 3,500.00
Service	Window Washing	\$ 950.00
Service	Roof Inspection	\$ 600.00
Service	Roof Repair	\$ 2,200.00
Service	Pest Control	\$ 480.00
Service	Waste/Recycle Haul Off	\$ 2,640.00
Service	Shred Service	\$ 650.00
Service	Overhead Door & Door Service	\$ 2,250.00
Service	Materials	\$ 2,500.00
Service	Repairs	\$ 2,850.00
Utilities	Electricity - Based on business hours not 24/7	\$ 28,500.00
Utilities	Natural Gas - Based on business hours not 24/7	\$ 10,750.00
Utilities	Sewer/Water - Based on hand sinks and toilets, no showers or food prep	\$ 2,500.00
	No IT costs shown in this total	\$ -
	No Insurance, staffing or other business costs shown in this total	\$ -
	<b>Annual Estimated Cost for Utilities &amp; Services</b>	<b>\$ 174,310.00</b>

Annex E

**Personnel - Proportion**

Algonquin	50	13.89%		
Cary	26	7.22%		
Lake in the Hills	41	11.39%		
McHenry	51	14.17%		
McHenry County	192	53.33%	104	"176 * .5
<b>Total</b>	<b>360</b>			

**2023 Assessment**

Algonquin	44,975.75
Cary	23,387.39
Lake in the Hills	36,880.12
McHenry	45,875.27
McHenry County	172,706.89
<b>Total</b>	<b>323,825.42</b>

**2023 Assessment 655 Building**

Algonquin	20,827.70
Cary	10,830.40
Lake in the Hills	17,078.71
McHenry	21,244.25
McHenry County	79,978.36
<b>Total</b>	<b>149,959.42</b>

**2023 Assessment Firearms Range**

Algonquin	24,148.06
Cary	12,556.99
Lake in the Hills	19,801.41
McHenry	24,631.02
McHenry County	92,728.53
<b>Total</b>	<b>173,866.00</b>

## Training Center

Service Category	Service	Provider	Annual Costs	Comments
Utilities	Electricity	ComEd	28,500.00	
Utilities	Natural Gas	Nicor	11,060.22	
Utilities	Water/Sewer	Village of Cary	2,500.00	
Telephone/Internet	Comcast, Call One, TIG		33,247.94	
Maintenance Agreements	HVAC Controls, Doors, Elevator, Fire Alarm, Sprinkler, Fire Ext., Pest Control, Roof Inspection, Window Cleaning		15,384.24	
Repair and Maintenance	Doors, Electrical, Fire Alarm, Sprinkler, concrete, sealcoating, parking lot, light bulbs, locks, Paint, plumbing, roof repairs		11,580.00	
Repair/Maint. - Heavy Equip	Motors, HVAC, Boiler repairs, Rooftop units, others		7,050.00	
Garbage Disposal			1,524.00	
Snow Removal			9,524.20	
Generator Maintenance			0.00	Sheriff Sub-Station Only
Legal Services			1,000.00	
Insurance	McHenry County recapture		10,000.00	
Staffing/Labor			58,000.00	
Reserve Maintenance				Policy Determined
	<b>Total</b>		<b>189,370.60</b>	
		70% of Operating	<b>149,959.42</b>	Includes 100% Personnel Recapture



**Firearms Range**

Service	Provider	Provider	Annual Costs	Comments
Utilities	Electricity	ComEd	17,495.00	
Utilities	Natural Gas	Nicor	18,330.00	
Utilities	Water/Sewer	Village of Cary	1,750.00	
Grounds Maintenance	Snow/Ice Removal		N/C	
Grounds Maintenance	Lawn Maintenance		N/C	
Grounds Maintenance	Landscape care and Maintenance		400.00	
Waste Management	Refuse Collection		2,640.00	
Telecommunications	Internet/Phones	Comcast	10,200.00	
Fire Safety	Fire Extinguisher Inspection		485.00	
Fire Suppression	Sprinkler		1,000.00	
Fire Suppression	Inspection/Maintenance		1,127.00	
Fire Alarm	Alarm		960.00	
Security Systems	Burglar Alarm		960.00	
Security Systems	Access Control		1,200.00	
Pest Control			480.00	
Range Maintenance	Range Re-Commissioning	Carey's HVAC	2,695.00	
HVAC Maintenance		MG Mechanical	1,200.00	
Range Maintenance	Air Filters	MG Mechanical	20,000.00	
Range Maintenance	Air Filter Disposal	MG Mechanical	15,000.00	
Range Maintenance	Trap Mining/Lead Remediation	Inveris	0.00	Determined on use (Lead and Brass)
Range Maintenance	Mechanical and Trap PMCS	Inveris	9,944.00	Mining after 500,000 to 600,000 rounds total
Insurance	McHenry County recapture		10,000.00	
Staffing/Labor			58,000.00	
Reserve Maintenance				Policy Determined



<b>Total</b>	<b>173,866.00</b>
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**Lead/Brass Recycling** Applicable 2024 (Negative Number)

<b>Combined Operating Costs</b>	<b>323,825.42</b>
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## 2019 - R - 63

### RESOLUTION PURSUING A MCHENRY COUNTY CONSOLIDATED LAW ENFORCEMENT TRAINING FACILITY

**WHEREAS**, McHenry County law enforcement agencies have a need to properly train agency personnel in critical training such as: firearms proficiency, rapid deployment, defensive tactics and use of force;

**WHEREAS**, The Illinois Police Training Act (50 ILCS 705/) sets minimum requirements for police officer training and firearm qualification;

**WHEREAS**, not one law enforcement agency in McHenry County has an indoor firearms range;

**WHEREAS**, every agency, except for the McHenry County Sheriff's Office is dependent on another entity for their firearms training;

**WHEREAS**, McHenry County agencies have the desire to work collectively across political boundaries in order to optimize the delivery of vital services in high-quality, cost-effective ways;

**WHEREAS**, McHenry County agencies have the desire to improve efficiency, reduce duplication of services and encourage resource sharing;

**WHEREAS**, McHenry County agencies have the desire to explore ways in which working together as opposed to working independently can eliminate inefficient or duplicative services;

**WHEREAS**, McHenry County agencies have the desire to explore ways to make use of existing facilities to achieve economies of scale;

**WHEREAS**, McHenry County agencies have the desire to provide career-long training to law enforcement professionals to help them fulfill their responsibilities safely and proficiently.

**NOW, THEREFORE, BE IT RESOLVED**, by the undersigned Corporate Authorities that their respective staff employees do the following:


1. Identify ways to be more efficient with the resources at hand, including sharing staff and pooling resources with neighboring jurisdictions to create more effective law enforcement training operations.
2. Analyze how to organize law enforcement training services in the most logical way countywide, rather than have them constrained by jurisdictional or area limits.
3. Explore ways to make use of existing qualified law enforcement personnel and facilities countywide to achieve economies of scale.



4. Explore the quantitative and qualitative benefits from a McHenry County consolidated law enforcement training facility model, including the efficiencies inherent in shared services, higher quality training, and improved interoperability.
5. Jointly pursue and evaluate the possibility of an intergovernmental agreement between the undersigned entities establishing a consolidated training facility which includes a firearm range.

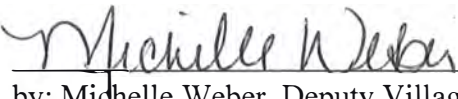
DATED this 3<sup>rd</sup> day of September, 2019



  
\_\_\_\_\_  
John C. Schmitt, Village President

ATTEST:

  
\_\_\_\_\_  
Gerald S. Kautz, Village Clerk

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF ALGONQUIN, VILLAGE OF CARY, VILLAGE OF  
LAKE IN THE HILLS, CITY OF MCHENRY, AND COUNTY OF MCHENRY  
RELATING TO THE MCHENRY COUNTY CONSOLIDATED LAW ENFORCEMENT  
JOINT TRAINING FACILITIES**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation acting by and through its President and Village Board (“Algonquin”); the VILLAGE OF CARY, an Illinois municipal corporation acting by and through its Mayor and Village Board (“Cary”); the VILLAGE OF LAKE IN THE HILLS, an Illinois municipal corporation acting by and through its President and Village Board (“Lake in the Hills”); the CITY OF MCHENRY, an Illinois municipal corporation acting by and through its Mayor and City Council (“McHenry City”); and the COUNTY OF MCHENRY, a body politic and corporate acting by and through its County Board (the “County”) (individually referred to as a “Party” and collectively the “Parties”).

WHEREAS, Algonquin, Lake in the Hills, and McHenry City are home rule municipalities as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and have approved execution of this Agreement by ordinance pursuant to their home rule powers and functions as granted in the Constitution of the State of Illinois;

WHEREAS, Cary is a non-home rule municipality and, along with the other parties hereto, is authorized and empowered to contract with the other parties hereto pursuant to the provisions of the Constitution of the State of Illinois of 1970, Article VII, Section 10;

WHEREAS, McHenry County law enforcement agencies have a need to properly train agency personnel in critical training such as: firearms proficiency, rapid deployment, defensive tactics and use of force;

WHEREAS, the Illinois Police Training Act, 50 ILCS 705/1, *et seq.*, sets minimum requirements for police officer training and firearm qualification;

WHEREAS, not one law enforcement agency in McHenry County has an operational indoor firearms range;

WHEREAS, every agency, except for the McHenry County Sheriff’s Office is dependent on another entity for their firearms training;

WHEREAS, McHenry County agencies have the desire to work collectively across political boundaries in order to optimize the delivery of vital services in a high-quality, cost-effective way;

WHEREAS, McHenry County agencies have the desire to improve efficiency, reduce duplication of services and encourage resource sharing;

WHEREAS, McHenry County agencies have the desire to explore ways in which working together as opposed to working independently can eliminate inefficient or duplicative services;

WHEREAS, McHenry County agencies have the desire to explore ways to make use of existing facilities to achieve economies of scale;

WHEREAS, McHenry County agencies have the desire to provide career-long training to law enforcement professionals to help them fulfill their responsibilities safely and proficiently;

WHEREAS, the County owns the building located at 655 Village Hall Drive, Cary, Illinois (the "655 Property");

WHEREAS, Cary owns approximately 32 acres of property located at 460 Cary Woods Circle, Cary Illinois where its public works facilities are located (the "460 Property");

WHEREAS, it is the intent of the County to buildout a portion of the 655 Property as classrooms, conference room, a defensive tactics room, and storage room and it is the intent of the County to construct an indoor firearms range on the 460 Property, both of which shall be used to create a consolidated law enforcement training facility (collectively the "Joint Training Facilities") to be operated by the Joint Training Facilities Board, as set forth herein, for use by local law enforcement agencies to centralize and regionalize police training and law enforcement best practices;

WHEREAS, it is the intent of the Parties that local law enforcement agencies who are not parties to this Agreement ("Customers") will pay to utilize the Joint Training Facilities;

WHEREAS, the Parties are authorized by the terms and provisions of Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do separately.

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

1. Recitals. The above recitals are an integral part of this Agreement and are incorporated herein.

2. Date of Commencement of Obligations. The obligations of this Agreement shall commence upon full execution of this Agreement by all Parties hereto.

3. Property Uses.

A. 655 Property. The Parties understand and agree the 655 Property shall be multi-use. The Parties further understand and agree that the County is not transferring title in the 655 Property but allowing its use during the term of this Agreement.

i. County Buildout. The costs for the buildout of the 655 Property shall be the sole responsibility and paid for by the County. The County shall apply for

all necessary permits and approvals for the construction of the buildout for the 655 Property.

ii. Maintenance and Insurance. The County shall be responsible for the maintenance and repairs of the 655 Property and will cooperate with the Joint Training Facilities Board (as defined in Section 4) in performing maintenance and repairs. The County shall maintain insurance on the 655 Property. However, the County, may recoup up to seventy percent (70%) of the costs of maintenance, repairs, and insurance for the 655 Property as an expense of the Joint Training Facilities.

iii. 655 Property Uses. After the County completes the buildout of the 655 Property, the 655 Property shall be used as follows:

1. County Uses. Approximately 7,673 square feet of the 655 Property shall be used as a McHenry County Sheriff's substation, including office space and conference rooms for mutual aid law enforcement organizations, (the "MCSO Substation").

2. Parties' Uses. Approximately 12,812 square feet of the 655 Property shall be used as part of the Joint Training Facilities, including classrooms, conference room, a defensive tactics room, and storage room as part of the Joint Training Facilities. This portion of the Joint Training Facilities shall be referred to as the "Classroom Facility."

3. Shared Uses.

a. Exhibit A, attached hereto and incorporated herein, depicts the 655 Property. The Parties agree the grey shaded area shall be the MCSO Substation and the unshaded area shall be the Classroom Facility.

b. Approximately 600 square feet within the lower level of the Classroom Facility shall be a training room that can also be used as an emergency operations center for the McHenry County Emergency Management Agency. Although the operation center is not located within the MCSO Substation, the Parties intend to share the space with the County (specifically, the McHenry County Emergency Management Agency) during emergencies as determined by the Joint Training Facilities Board (see Section 6(G)).

B. 460 Property. The County intends to purchase, lease, or otherwise obtain a portion of the 460 Property from Cary to construct an indoor firearms range including at least ten (10) shooting lanes, a minimum of fifty (50) yards long, and one (1) classroom. After the County completes obtaining and constructing the indoor firearms range on the 460 Property, that portion of the 460 Property obtained shall be used as part of the Joint Training Facilities. This portion of the Joint Training Facilities shall be referred to as the "Firearms Range."

The Parties further understand and agree that: Cary will continue to purchase, lease, or otherwise allow the County to obtain a portion of the 460 Property for the Firearms Range during the term of this Agreement; the County will continue to purchase, lease, or otherwise obtain a portion of the 460 Property from Cary for the Firearms Range during the term of this Agreement; and the County will own the Firearms Range and shall not transfer title to the Firearms Range but allow its use as part of the Joint Training Facilities during the term of this Agreement.

i. Maintenance and Insurance of the 460 Property. Should the County purchase or otherwise obtain ownership of the 460 Property, the County shall be responsible for the maintenance and repairs of the 460 Property and will cooperate with the Joint Training Facilities Board (as defined in Section 4) in performing maintenance and repairs; and the County shall maintain insurance on the 460 Property. However, the County, may recoup the costs of maintenance, repairs, and insurance on the 460 Property as an expense of the Joint Training Facilities. Should Cary retain ownership of the 460 Property, Cary shall be responsible for the maintenance and repairs of the 460 Property and will cooperate with the Joint Training Facilities Board (as defined in Section 4) in performing maintenance and repairs; and Cary shall maintain insurance on the 460 Property.

ii. Maintenance and Insurance of the Firearms Range. The County shall be responsible for the maintenance and repairs of the Firearms Range and will cooperate with the Joint Training Facilities Board (as defined in Section 4) in performing maintenance and repairs. The County shall maintain insurance on the Firearms Range. However, the County, may recoup the costs of maintenance, repairs, and insurance for the Firearms Range as an expense of the Joint Training Facilities.

4. Joint Training Facilities Board. The Parties hereby designate a “Joint Training Facilities Board” to make decisions relating to the Joint Training Facilities including the approval of policies and programs to be used to centralize and regionalize police training and best practices for regional police departments, as set forth below:

A. Initial Board Members. The Chiefs of Police of Algonquin, Cary, Lake in the Hills, and McHenry City and the Sheriff of the County, or their designees, shall make up the initial Joint Training Facilities Board (the “Initial Members”) and shall serve so long as they remain “Members” (hereinafter defined).

B. Compensation. Service on the Joint Training Facilities Board shall be with no compensation.

C. Voting. Each Member of the Joint Training Facilities Board, except the Sheriff of the County, shall be entitled to one (1) vote and entitled to fully participate in all decisions relating to the Joint Training Facilities Board. The Sheriff of the County shall be entitled to two (2) votes, which must be identical, and entitled to fully participate in all decisions relating to the Joint Training Facilities Board. All decisions of the Joint Training Facilities Board shall be by majority vote unless otherwise specified herein. If a tie vote exists within the Joint Training Facilities Board, the tie shall be broken by a coin toss unless

another method of breaking the tie is decided upon by a majority of the Joint Training Facilities Board.

D. Meetings. Meetings of the Joint Training Facilities Board shall be held as needed, but no less than quarterly, and agendas set as determined by the Chair or a majority of the Joint Training Facilities Board. All meetings shall be scheduled upon reasonable notice to all Members of the Joint Training Facilities Board and shall be attended in person unless the Joint Training Facilities Board allows for attendance by other means.

In addition, the Joint Training Facilities Board shall meet in December for elections of Joint Training Facilities Board officers and the Joint Training Facilities Board and other appropriate staff shall meet a minimum of once per year in September for an annual planning meeting to discuss any amendments to the general operating plan; a capital replacement plan; budgetary requirements for future budget years; scheduling usage of the Joint Training Facilities; the review of rates, fees, and charges; and other pertinent matters as may be necessary and appropriate for the continued operation and maintenance of the Joint Training Facilities.

E. Officers. The officers of the Joint Training Facilities Board shall be a Chair, Vice Chair, and Secretary. The officers shall be selected from the Members of the Joint Training Facilities Board by a majority vote. The election of the initial officers shall take place at the first meeting of the Joint Training Facilities Board and their terms shall begin immediately. The Chair shall serve for an initial term ending in December of the next even-numbered year, and every two (2) years thereafter, to be elected and take office at the December elections meeting (set forth in Section 4(D) above) and shall hold office unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve. The Chair shall run the events of each meeting. The Vice Chair and Secretary shall serve for an initial term ending in December of the next odd-numbered year, and every two (2) years thereafter, to be elected and take office at the December elections meeting (set forth in Section 4(D) above) and shall hold office unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve. The Vice Chair shall preside when the Chair is absent. The Secretary shall be responsible for taking minutes at each meeting. Only those who shall at all times be a Member of the Joint Training Facilities Board are eligible to be an officer of the Joint Training Facilities Board.

F. Additional Board Members. Additional members to the Joint Training Facilities Board shall be evaluated on a case-by-case basis and may be added by a vote of a majority of the Joint Training Facilities Board, upon terms the Joint Training Facilities Board shall determine in its sole discretion. No member shall be added to the Joint Training Facilities without also executing and becoming a party to this Agreement, as set forth in Exhibit B, attached hereto and incorporated herein. The Initial Members and any additional members shall collectively be the “Joint Training Facilities Members” or “Members.”

G. Withdrawal of Board Members. Withdrawal from being a Joint Training Facilities Member and this Agreement shall be permitted upon minimum one (1) years’ written notice prior to the annual anniversary of the Date of Commencement of Obligations provided in Section 2 above, to the Joint Training Facilities Board.

H. Expulsion of Members. By a vote of a majority of the Joint Training Facilities Board (excluding the Member which is the object of the proposed expulsion) any Joint Training Facilities Member, except for the County, may be expelled for one or more of the following reasons: (a) failure to make any payments due hereunder; (b) failure to allow other Members access to records relating to the purpose of this Agreement; (c) failure to cooperate with other Members relating to the purpose of this Agreement; or (d) failure to carry out any obligation hereunder. No Member may be expelled except after thirty (30) days' written notice from the Joint Training Facilities Board of the alleged failure along with a thirty-day opportunity to cure the alleged failure. After the expulsion, the former Member shall continue to be fully obligated for its portion of any cost which occurred during the term of its membership. In the event a majority of the Joint Training Facilities Board, except for the County, finds by majority vote that the County has materially breached the terms of this Agreement, and the breach has not been cured after thirty (30) days' written notice to the County specifying the material default, withdrawal by one or more of the of the Joint Training Facilities Members (except the County) shall be permitted, without damages being assessed, notwithstanding the restriction of the preceding Section 4(G), Withdrawal of Members.

I. Payment. Each Initial Member of the Joint Training Facilities shall pay FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00) for its initial membership to the Joint Training Facilities to the Joint Training Facilities Dedicated Fund set forth in Section 7 below. Payment by additional Members of the Joint Training Facilities shall be upon terms the Joint Training Facilities Board shall determine in its sole discretion. The Parties understand and agree payments made pursuant to this subsection are non-refundable.

J. Committees. The Joint Training Facilities Board shall have the following committees:

i. Training Advisory Committee. There shall be a Training Advisory Committee and each Customer shall be a member of said committee. Meetings of the Training Advisory Committee shall be held on January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and as needed and agendas set as determined by the Chair or a majority of the Joint Training Facilities Board. In addition, at each meeting of the Training Advisory Committee, the Customers shall have an opportunity to provide feedback and advice relating to the Joint Training Facilities' standard operating procedures and course instruction and training programs relating to the joint standard operating procedures.

ii. Other Committees. There shall be such other standing or ad hoc committees as from time to time established by the Chair with the advice and consent of the Joint Training Facilities Board.

K. Open Meetings Act. The Parties acknowledge and agree that they have entered into, and constructed this Agreement, with the purpose, intent, and in a manner to allow intergovernmental cooperation while not creating a legal entity or separate public body and the Open Meetings Act does not apply.

5. Standard Operating Procedures. The Joint Training Facilities Board shall carry out the following purposes:

A. The Joint Training Facilities Board shall determine joint standard operating procedures for the Joint Training Facilities. It is the intent that the Joint Training Facilities Board will agree on joint standard operating procedures and lesson plans.

B. The Joint Training Facilities Board shall agree to appropriate course instruction and training programs relating to the joint standard operating procedures adopted to meet the criteria of Illinois statutes and any rules and regulations implementing those statutes, including the Illinois Law Enforcement Training and Standards Board (ILETSB), and each Joint Training Facilities Member shall have an opportunity for equal access to the Joint Training Facilities to meet, at a minimum, each Member's basic training needs.

6. Powers and Duties. The Joint Training Facilities Board shall have the following powers and duties:

A. Annual Budget. The initial annual budget for the Joint Training Facilities through December 31, 2023, shall be prepared by and agreed to by the Joint Training Facilities Board for approval by a majority decision. Revenues generated for use of the Joint Training Facilities by Customers and third parties shall be used to reduce expenses.

Subsequent annual budgets for the Joint Training Facilities shall be prepared by the County for each year ending November 30<sup>th</sup> (the County's fiscal year) and presented to the Joint Training Facilities Board for approval by a majority decision. The annual budget shall itemize all anticipated revenues and operating expenses and shall support such items of revenue and expense with records and documents. Revenues received for use of the Joint Training Facilities by Customers and third parties shall be used to reduce expenses.

In the event the County fails to annually present a budget prior to September 15<sup>th</sup> of each year, the Joint Training Facilities Board may approve by a majority decision the same budget as the preceding year plus an amount not to exceed ten percent (10%).

B. Allocation of Costs. Upon completion of the initial annual budget for the Joint Training Facilities, the Joint Training Facilities Board shall agree on the allocation of costs, based on a percentage of the total costs, to each Initial Member for the maintenance, repairs, and operations of the Joint Training Facilities. However, prior to any Initial Member being obligated to pay funds in excess of those set forth in Section 4(I), Payment, each Initial Member shall have an opportunity to review the initial annual budget and determine its willingness to further participate in this Agreement. Any Initial Member may withdraw as a Member from the Joint Training Facilities upon thirty (30) days' written notice following receipt of the initial annual budget and the provisions of Section 4(G), Withdrawal of Members, above shall not apply.

Any future equitable adjustment of this allocation, including adjustments made for the addition of Members to the Joint Training Facilities Board, shall be subject to a majority vote of the Joint Training Facilities Board and any allocation of costs shall always cover



all the budgeted expenses. Payments to cover each Member's allocation of costs shall be made at such times (monthly, bi-annually, annually, etc.) as determined by the Joint Training Facilities Board.

C. Personnel/Employees.

i. For a period of one (1) year from the Date of Commencement of Obligations provided in Section 2 above, the County shall provide, at its own cost and expense, all personnel (except instructors, which shall be provided pursuant to Section 6(D) below) needed to operate the Joint Training Facilities, including "Administrative Services." Administrative Services shall include scheduling of course instruction and training programs, facilities management, postage, and other similar administrative services.

ii. After one (1) year from the Date of Commencement of Obligations provided in Section 2 above, the Joint Training Facilities Board may either:

1. Continue to have the County provide all personnel needed to operate the Joint Training Facilities, including Administrative Services; however, all personnel shall be at the cost and expense of the Joint Training Facilities. All personnel shall be based on the actual cost to the County and, for County employees, shall include salary and benefits attributable to time spent on work performed for the Joint Training Facilities. The County shall identify the costs for personnel as a separate line item within the Joint Training Facilities Dedicated Fund (defined below in Section 7); or

2. The Joint Training Facilities Board shall interview and rank job candidates to provide all personnel needed to operate the Joint Training Facilities, including Administrative Services. All personnel shall be at the cost and expense of the Joint Training Facilities. All Joint Training Facilities personnel shall be employees of the County and hired by the McHenry County Sheriff, subject to a successful background check at the sole discretion of the McHenry County Sheriff. Discipline of Joint Training Facilities personnel and handling of grievances shall be at the discretion of the McHenry County Sheriff. The County shall be liable for any damages assessed in favor of the disciplined employee and pay all costs of defending any disciplinary decisions, including attorney fees. All costs of the grievance process, including any mediation, arbitration and court proceedings, including attorney fees incurred, shall be paid by the County. Provided, however, any employment benefits, including vacation pay, retirement benefits, etc., which are to be reimbursed to the subject employee shall be paid by the Members in accordance with the allocation of costs set forth in Section 6(B). Periodically, the Joint Training Facilities Board will conduct a staffing analysis of the Joint Training Facilities to determine that it is properly staffed. The Joint Training Facilities Board shall have the binding authority to determine staffing levels based upon the needs of the Joint Training Facilities.

D. Member Instructors. In conjunction with the Joint Training Facilities Board determining appropriate course instruction and training programs relating to the joint standard operating procedures adopted to meet the criteria of Illinois statutes and any rules and regulations implementing those statutes, including ILETSB, the Joint Training Facilities Board shall determine internal candidates from each Member to become approved instructors. All such instructors performing course instruction and training in relation to the Joint Training Facilities and this Agreement shall remain the employees solely of the Member which employed them to perform such services and not of any other Member. (This does not preclude the Joint Training Facilities Board from contracting with third-party instructors as needed or desired.)

E. Capital Replacement Plan. The Joint Training Facilities Board shall prepare and approve a written five-year capital replacement plan in conjunction with the annual planning meeting, beginning in 2023 and continuing every five (5) years thereafter.

F. Equipment. The Joint Training Facilities Board shall determine the training equipment to be utilized and/or purchased and the methods of ownership and sharing of resources, which shall be incorporated into the annual budget and the capital replacement plan.

G. McHenry County EMA Operation Center. The Joint Training Facilities Board shall agree with the County on terms of use relating to the lower-level training room's use as an operation center for the McHenry County Emergency Management Agency during emergencies and training.

H. Customer Rates, Fees, and Charges. The Joint Training Facilities Board shall determine the rates, fees, and charges to Customers for utilizing the Joint Training Facilities, including rates, fees, and charges for participation in the course instruction and training programs. Parties shall take precedent over Customers in scheduling the Joint Training Facilities.

I. Third-Party Rates, Fees, and Charges. The Joint Training Facilities Board shall determine the rates, fees, and charges to third parties for use of the Joint Training Facilities. Members shall take precedent over third parties for using the Joint Training Facilities.

J. Modifications to Classroom Facility. The Joint Training Facilities Board shall approve any major modifications to the buildout of the Classroom Facility currently set forth on Exhibit A.

K. Firearms Range. The Parties have not yet determined if the Firearms Range will be maintained by the Parties in the same financial manner as the Classroom Facility. However, it is the intent of the Parties to determine, through the Joint Training Facilities Board, the following:

i. Construction Costs. The Joint Training Facilities Board shall provide input to the County relating to the construction of the Firearms Range. Prior to construction, the costs for the construction of the Firearms Range shall be the

sole responsibility of and paid for by the County and approved by the Joint Training Facilities Board.

ii. Allocation of Operations and Maintenance Costs. Prior to operations of the Firearms Range, the Joint Training Facilities Board shall agree on whether additional law enforcement agencies are necessary or desired to participate in the costs of maintenance, repairs, and operations of the Firearms Range, whether there should be an initial contribution amount from the Initial Members, and the allocation of costs of maintenance, repairs, and operations of the Firearms Range. The Joint Training Facilities Board should determine said amounts as follows:

1. for the Initial Members if only the Initial Members participate;
2. for each Initial Member if some, but not all, of the Initial Members participate; and
3. for the Initial Members and additional Members if additional law enforcement agencies participate.

iii. Right of First Refusal. Prior to any Initial Member being obligated to pay funds for the Firearms Range in excess of those set forth in Section 4(I), Payment, and agreed to consistent with Section 6(B), Allocation of Costs, each Initial Member shall have an opportunity to review the initial tentative information formulated under this Section 6(K) and determine its willingness to further participate financially in the Firearms Range. Each Initial Member shall provide written notice of its determination within sixty (60) days of receipt of the initial tentative information or upon such other date as agreed to by the Joint Training Facilities Board. Should an Initial Member determine not to financially participate in the Firearms Range, the Initial Member may only participate in the Firearms Range as a Customer.

7. Dedicated Fund. The County is acting as the fiscal agent for the Joint Training Facilities Board and shall keep a fund for the benefit of the Joint Training Facilities Board (the "Joint Training Facilities Dedicated Fund"). The Joint Training Facilities Dedicated Fund shall consist of two separate and independent categories of funds: 1) a capital fund ("Capital Fund"); and 2) a fund for the annual expenses for Administrative Services, operation, and maintenance ("Operations Fund"). On an annual basis, when the budget and annual contributions from each of the Parties are calculated, any remaining fund balance in the Operations Fund will be applied to offset the annual contributions from each Party to the Operations Fund. On a monthly basis, the County shall provide a record of the revenues, expenses, and account balances for the Capital Fund and the Operations Fund. The Joint Training Facilities Dedicated Fund shall be equally owned by the Parties but will be held in trust by the County acting as the fiscal agent. The Joint Training Facilities Dedicated Fund shall be subject to annual appropriations by each Party.

8. Employee Status. All employees of each Member who perform any services in relation to the Joint Training Facilities and this Agreement shall remain the employees solely of the Member which employed them to perform such services and not of any other Member.

9. Term and Termination. The term of this Agreement is perpetual, subject to a majority vote of the Joint Training Facilities Board. Upon dissolution of the Joint Training Facilities Board by majority vote of the Joint Training Facilities Board, all financial matters addressed by this Agreement shall equitably and proportionately be adjusted and allocated between the Members and all decisions thereafter regarding all matters involving the Joint Training Facilities shall be turned over to the County. However, the Members agree that they shall remain liable in accordance with Section 10, Indemnification and Liability.

10. Defense and Indemnification.

A. Not a Legal Entity. The Parties acknowledge and agree that they have entered into and constructed this Agreement with the purpose, intent, and in a manner to allow intergovernmental cooperation while not creating a legal entity or separate public body. The Parties further acknowledge and agree that by entering into this Agreement, the Parties are agreeing to provide each other intergovernmental cooperation pursuant to the terms of this Agreement only and are not authorizing any Member or the Joint Training Facilities Board to take any actions that would confer legal entity or public body status on the Joint Training Facilities Board.

B. Cannot Be Sued. The Parties acknowledge and agree that the Joint Training Facilities Board is not a legal entity that can sue or be sued. In the event that the Joint Training Facilities Board is named as a party to a lawsuit, claim, or action, either individually or as a co-defendant to any Party, no Party shall take any action or position that is contrary to this subsection; rather, all Parties hereby agree that unless and until a court of competent jurisdiction rules otherwise, the Parties shall not take the position that the Joint Training Facilities Board is a legally entity, public body, or can sue or be sued.

C. Payment of Costs. If, and only if, a court of competent jurisdiction determines that the Joint Training Facilities Board can be sued as an independent entity related to an incident or matter pursuant to this Agreement, the Joint Training Facilities Board shall retain defense counsel to represent it in such a lawsuit, claim or action. Any costs of defense, including, without limitation all legal fees, during the pendency of such lawsuit, claim, or action shall be allocated to the Parties in the same manner as the Parties determine the annual budget is allocated under Section 6. Each Party shall be responsible for payment of its portion of the costs within thirty (30) days of receipt of an invoice.

D. Indemnification. Each Party (the “Indemnifying Party”) agrees to defend itself in any actions or disputes brought against it in connection with or as a result of this Agreement and to hold harmless and indemnify every other Party (the “Indemnified Parties”) and the Indemnified Parties’ officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney’s fees, as a result of the negligence or acts of the Indemnifying Party and Indemnifying Party’s police department. Provided, however, this shall not impair the contract rights of the Parties hereunder.

Further, each Party (the “Employer”) is responsible for its personnel acting under this Agreement and releases, indemnifies and holds harmless each and every other Party hereto with regard to any claims for injury or damage made by Employer’s personnel involving employment benefits provided by law or contract. Specifically, with regard to employment

benefits, all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment and clothing and medical expense of the Employer's personnel shall be paid by Employer.

E. Non-Waiver of Immunities. No Party to this Agreement or while performing under the terms of this Agreement shall be deemed to waive any governmental immunity or defense to which the Party would otherwise be entitled under statute or common law.

11. Insurance. The County shall maintain for the duration of the Agreement, at the County's expense, property insurance on the 655 Property and the structures and the Firearms Range (as set forth in Section 3) and the County or Cary, as the case may be, shall maintain for the duration of the Agreement, at the owner's expense, property insurance on the 460 Property. Each Party participating under the terms of this Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing assistance pursuant to this Agreement as follows:

A. Commercial General Liability (including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000;

B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

Such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other Parties. Certificates of Insurance evidencing the above-required insurance shall be supplied to the Joint Training Facilities Board within ten (10) days of approval of this Agreement. Each Party shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent, or exhausted coverage. The Parties shall have no obligation to provide or extend insurance coverage to insure the personnel of any other Party to this Agreement or to insure the acts or omissions of personnel of any other Party to this Agreement.

12. Notice. Any notice required or permitted to be given by this Agreement must be in writing and is sufficiently given upon the actual receipt by the recipient, if notice is given by personal delivery or e-mail and a confirmation copy of such notice is simultaneously sent by personal delivery, U.S. certified mail (return receipt requested), or reputable overnight commercial courier service. Notices must be addressed to the recipient as set forth below or at such other address as provided pursuant to this notice provision:

To Algonquin: Village of Algonquin  
2200 Harnish Drive  
Algonquin, Illinois 60102  
Attn: Chief of Police  
Email:

To Cary: Village of Cary  
755 Georgetown Drive  
Cary, Illinois 60013  
Attn: Chief of Police  
Email:

To Lake in the Hills: Village of Lake in the Hills  
600 Harvest Gate  
Lake in the Hills, Illinois 60152  
Attn: Chief of Police  
Email:

To McHenry City: City of McHenry  
333 Green Street  
McHenry, Illinois 60050  
Attn: Chief of Police  
Email:

To the County: County of McHenry  
2200 N. Seminary Avenue  
Woodstock, Illinois 60098  
Attn: Sheriff, McHenry County Sheriff's Office  
Email: [sheriff@mchenrycountyil.gov](mailto:sheriff@mchenrycountyil.gov)

13. Severability. It is agreed by the parties that the provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, or clause is held to be contrary to the law, or contrary to any rule or regulation having the full force and effect of law, such decision shall not affect the remaining portions of this Agreement.

14. Governing Law. The Parties agree any and all disputes, controversies, or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The Parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the Parties hereby consent to the personal jurisdiction thereof.

15. Entire Agreement. It is agreed by the Parties that the Agreement of the Parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.

16. Amendments. Any alterations, amendments, deletions or waivers of any provision of this Agreement shall be valid only when executed in writing and signed by the Parties hereto.

17. Rights of Third Parties. Nothing herein shall be construed to create any rights or duties to third parties, it being the Parties' mutual intent that there be no third-party beneficiaries to this Agreement.

18. No Agency Created. Only an independent governmental relationship between the Parties is created by this Agreement and no Party shall constitute an authorized agent of the other.

19. Assignment Prohibited. No Party hereto shall assign this Agreement or the rights and duties hereunder.

20. Authorized Signatory. Each person signing below on behalf of one of the Parties hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign this Agreement on behalf of the Party.

21. Counterparts. This Agreement may be executed in two or more counterparts, each copy of which shall be deemed an original, and all such counterparts shall be deemed to constitute one and the same instrument.

NOW, THEREFORE, the Parties have entered into this Agreement on the date set forth above.

**VILLAGE OF ALGONQUIN**

ATTEST:

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

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

**VILLAGE OF CARY**

ATTEST:

By: \_\_\_\_\_  
Mark Kownick, Mayor

By: \_\_\_\_\_  
Susan Greene, Village Clerk

**VILLAGE OF LAKE IN THE HILLS**

ATTEST:

By: \_\_\_\_\_  
Ray Bogdanowski, President

By: \_\_\_\_\_  
Shannon DuBeau, Village Clerk

**CITY OF McHENRY**

ATTEST:

By: \_\_\_\_\_  
Wayne S. Jett, Mayor

By: \_\_\_\_\_  
Trisha Ramel, City Clerk

**COUNTY OF McHENRY**

ATTEST:

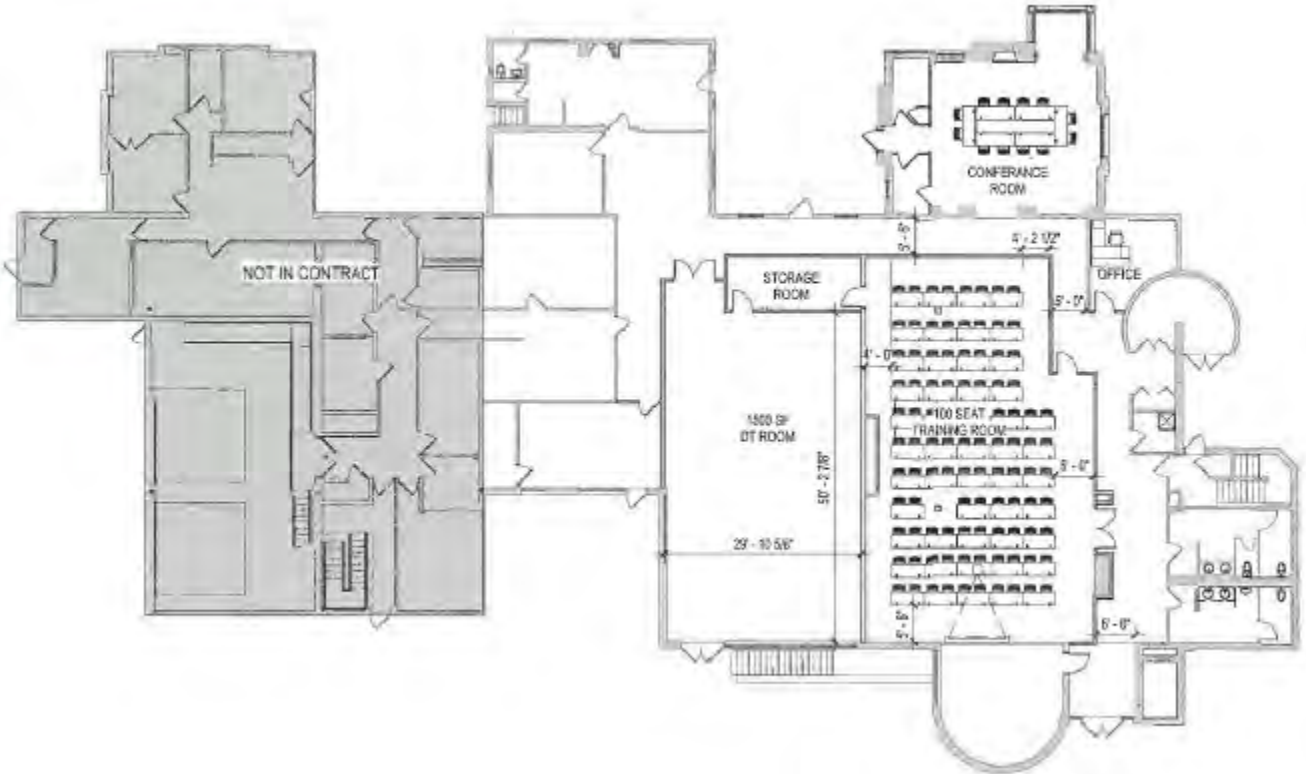
By: \_\_\_\_\_  
Michael Buehler, Chair

By: \_\_\_\_\_  
Joseph J. Tirio, County Clerk

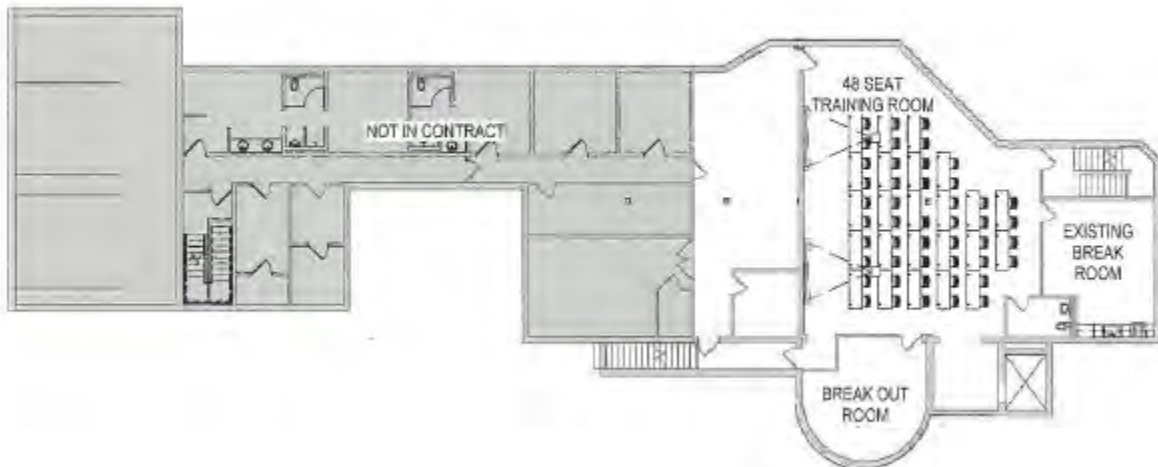


**EXHIBIT A**

**655 Property - Upper Level**



**655 Property - Lower Level**



**EXHIBIT B**

**ADDENDUM NO. \_\_\_\_\_ TO INTERGOVERNMENTAL AGREEMENT  
RELATING TO THE MCHENRY COUNTY CONSOLIDATED  
LAW ENFORCEMENT JOINT TRAINING FACILITIES**

THIS ADDENDUM TO INTERGOVERNMENTAL AGREEMENT (“Addendum No. \_\_\_\_\_”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation acting by and through its President and Village Board (“Algonquin”); the VILLAGE OF CARY, an Illinois municipal corporation acting by and through its Mayor and Village Board (“Cary”); the VILLAGE OF LAKE IN THE HILLS, an Illinois municipal corporation acting by and through its President and Village Board (“Lake in the Hills”); the CITY OF MCHENRY, an Illinois municipal corporation acting by and through its Mayor and City Council (“McHenry City”); the COUNTY OF MCHENRY, a body politic and corporate acting by and through its County Board (the “County”); and

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(the “Additional Member”).

WHEREAS, Algonquin, Cary, Lake in the Hills, McHenry City, and the County previously entered into that certain intergovernmental agreement entitled “Intergovernmental Agreement between the Village of Algonquin, Village of Cary, Village of Lake in the Hills, City of McHenry, and County of McHenry relating to the McHenry County Consolidated Law Enforcement Joint Training Facilities” dated \_\_\_\_\_, 2022 (the “Agreement”);

WHEREAS, the Additional Member desires to become a Member of the Joint Training Facilities Board and be bound by the terms of the Agreement and those additional terms as set forth in this Addendum No. \_\_;

WHEREAS, pursuant to Section 4(F) of the Agreement, additional members may be added to the Joint Training Facilities Board and shall execute and become a party to the Agreement; and

WHEREAS, the Parties are authorized by the terms and provisions of Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do separately.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and those set forth in the Agreement, the Parties agree as follows:

1. Recitals. The above recitals are an integral part of this Addendum No. \_\_\_ and are incorporated herein.

2. Bound by Agreement. The Additional Member agrees to be bound by the terms of the Agreement in addition to this Addendum No. \_\_\_.

3. Payment. The Additional Member of the Joint Training Facilities shall pay \_\_\_\_\_ THOUSAND DOLLARS AND NO/100 (\$\_\_\_\_\_.00) for its initial membership to the Joint Training Facilities to the Joint Training Facilities Dedicated Fund.

4. Allocation of Costs. The annual budget for the Joint Training Facilities through December 31, \_\_\_\_\_, has been prepared by and agreed to by the Joint Training Facilities Board. The costs, based on said annual budget, for the maintenance repairs, and operations of the Joint Training Facilities shall be apportioned for the remainder of the year and shall be reallocated between the Members and the Additional Member pursuant to the following percentages:

<u>Municipality</u>	<u>Percentage Allocation of Costs</u>
Algonquin	13.89 %
Cary	7.22 %
Lake in the Hills	11.39 %
McHenry City	14.17 %
County	53.33 %
Additional Member	TBD %

Any future equitable adjustment of this allocation shall be subject to a majority vote of the Joint Training Facilities Board and any allocation of costs shall always cover all budgeted expenses.

5. Definitions. Any capitalized term or word used herein but not defined shall have the same meaning as the capitalized terms in the Agreement.

6. Addendum. This instrument is simply an addendum and is part of and integrated into the Agreement between the Members and the Additional Member. In the event that there is an inconsistency or conflict between the terms and provisions of this Addendum No. \_\_\_\_ and the remainder of the Agreement, the terms and provisions of this Addendum No. \_\_\_\_\_ shall control, govern, and prevail.

NOW, THEREFORE, the Parties have entered into this Addendum No. \_\_\_ on the date set forth above.

**VILLAGE OF ALGONQUIN**

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_, Village Clerk

**VILLAGE OF CARY**

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, Village Clerk

**VILLAGE OF LAKE IN THE HILLS**

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_, Village Clerk

**CITY OF McHENRY**

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**COUNTY OF McHENRY**

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

By: \_\_\_\_\_  
\_\_\_\_\_, County Clerk