

COMMITTEE OF THE WHOLE
MAY 9, 2023
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:30 P.M.

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

∞ AGENDA ∞

1. Roll Call – Establish a Quorum

2. Public Comment – Audience Participation

(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)

3. Community Development

- A. Consider a Special/Public Event Permit for the Aces Memorial Weekend Bash, Girls Softball Tournament May 27-29, 2023
- B. Consider an Amendment to the Algonquin Commons Planned Development
- C. Consider an Amendment to the Redevelopment Agreement and Major Amendment to the Trails of Woods Creek Subdivision

4. General Administration

- A. Consider an Amendment to Section 43.39, Video Gaming Terminals, of the Algonquin Municipal Code
- B. Consider an Amendment to Section 33.07B, Liquor Licensing Number of Licenses Issued, of the Algonquin Municipal Code

5. Public Works & Safety

- A. Consider an Agreement with Plote Construction for the Bunker Hill Drive Rehabilitation Improvements
- B. Consider an Agreement with Arrow Road Construction for the Tunbridge Road Improvements
- C. Consider Utilizing the Rebuild Illinois (RBI) Funds and Execute a Joint Funding Agreement with the Illinois Department of Transportation for the Tunbridge Subdivision Improvements
- D. Consider an Intergovernmental Agreement with School District 300 Extending the School Resource Officer Program

6. Executive Session (if needed)

7. Other Business

8. Adjournment



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	May 9, 2023
<u>SUBMITTED BY:</u>	Patrick Knapp, Senior Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Aces Memorial Weekend Bash, May 27-29, 2023

ACTION REQUESTED:

Toney Minasola, on behalf of Algonquin Aces, is seeking approval of a Public Event/Entertainment License for the Algonquin Aces Memorial Weekend Bash occurring May 27-29.

DISCUSSION:

This is a non-profit event that will be held for the Girls Fast Pitch Softball Tournament at Presidential Park, Algonquin Lakes Fields, and Kelliher Park in Algonquin. The applicant expects up to 150 participants at different times of the day. In addition to requesting approval of a Public Event/Entertainment License, the applicant is also requested waste removal Saturday and Sunday and mowing of the fields on Friday, May 26.

RECOMMENDATION:

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

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator;
- Any on-site food truck operators will need to apply for a separate permit through the Village of Algonquin;
- 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



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Please type or print legibly.

Official Name of the Event: Algonquin Aces Memorial Weekend Bash

Sponsoring Organization:

Name: AAYO/Algonquin Aces Contact Name: Tony Minasola
Address: PO Box 265
City, State, ZIP: Algonquin, IL 60102
Phone: 847 [REDACTED] Email: to [REDACTED]

Event Coordinator:

Name: Tony Minasola
Home Address: [REDACTED]
City, State, ZIP: Algonquin IL 60102
Phone: 8 [REDACTED] Email: [REDACTED]@com

Event Information:

Describe the Nature of the Event: Girls Fast Pitch Softball Tournament Ages 10-14

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

No we will be doing the same annual tournament that we have been hosting for roughly 20 years now

Event Address: Presidential Field, Algonquin Lakes Fields, and Kelliher Park

Date(s) and Time(s) of the Event: 8 AM- 9PM May 27-29th

Rain Date(s), if applicable: May 30th 2022 can be used as a rain day

Set-Up Date/Time: May 26th and 27th - getting the field ready 12-5

Maximum Number of Attendees/Participants Expected: Approx 150 at different times of day

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

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

for hosting the event will go back to the Algonquin Aces softball team to cover the cost of other Tournaments, Uniforms, etc.

Event Website: _____

Event Details:

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

This is a girls softball tournament so no need for additional security

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

Overflow parking will be on side streets if 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.): _____

Waste removal would most likely be needed for Saturday and Sunday. Other than that we usually ask
to have the fields mowed so the fields are in great condition for the girls to play.

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

Name of on-site contact during the event (please print): Tony Minasola
On-site contact's cell number: [REDACTED]
On-site contact's work number: Same as above
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.

Anthony Minasola
Signature of Applicant

3/23/2023

Date

Tony Minasola
Printed Name of Applicant

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/
Licensee: Algonquin Area Youth Organization/Algonquin Aces

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: Tony Minasola
[Print]
Anthony Minasola
[Signature]

Date: 3/23/2023



Village of Algonquin

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AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	May 9, 2023
<u>SUBMITTED BY:</u>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Approval of a Major Amendment to the Algonquin Commons Planned Development

ACTION REQUESTED:

The Algonquin Commons is a power/lifestyle shopping center located at the northwest corner of Randall Road and Corporate Parkway. The Subject Property includes approximately 600,000 square feet of commercial retail and restaurant space spread out over the main shopping strip, four freestanding restaurants, three freestanding commercial buildings, and two freestanding multi-tenant buildings.

Red Mountain Group, the “Petitioner” and owner of the Algonquin Commons, the “Subject Project”, is requesting a Major Amendment to the approved Planned Development. This amendment will permit the construction of new site amenities ‘The Link’, ‘The Street’, ‘The Playground’, ‘The Field’, and modifications to existing improvements related to parking, pedestrian circulation, signage and stormwater management. The total project cost is nearly \$90-million and creates almost 20,000 square feet of new lease space in the center. If approved, the project will transform the Algonquin Commons from a local shopping center to a regional destination for commerce, dining, and entertainment.

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request for the Major Amendment to Ordinance 2003-O-44 and Ordinance 2004-O-44 and as amended as Ordinance 2010-O-39 and Ordinance 2022-O-42 at the March 13, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted staff’s findings as the findings of the Planning and Zoning Commission and unanimously recommended approval by a vote of 7-0, subject to staff’s recommended conditions. No public input was received for this case.

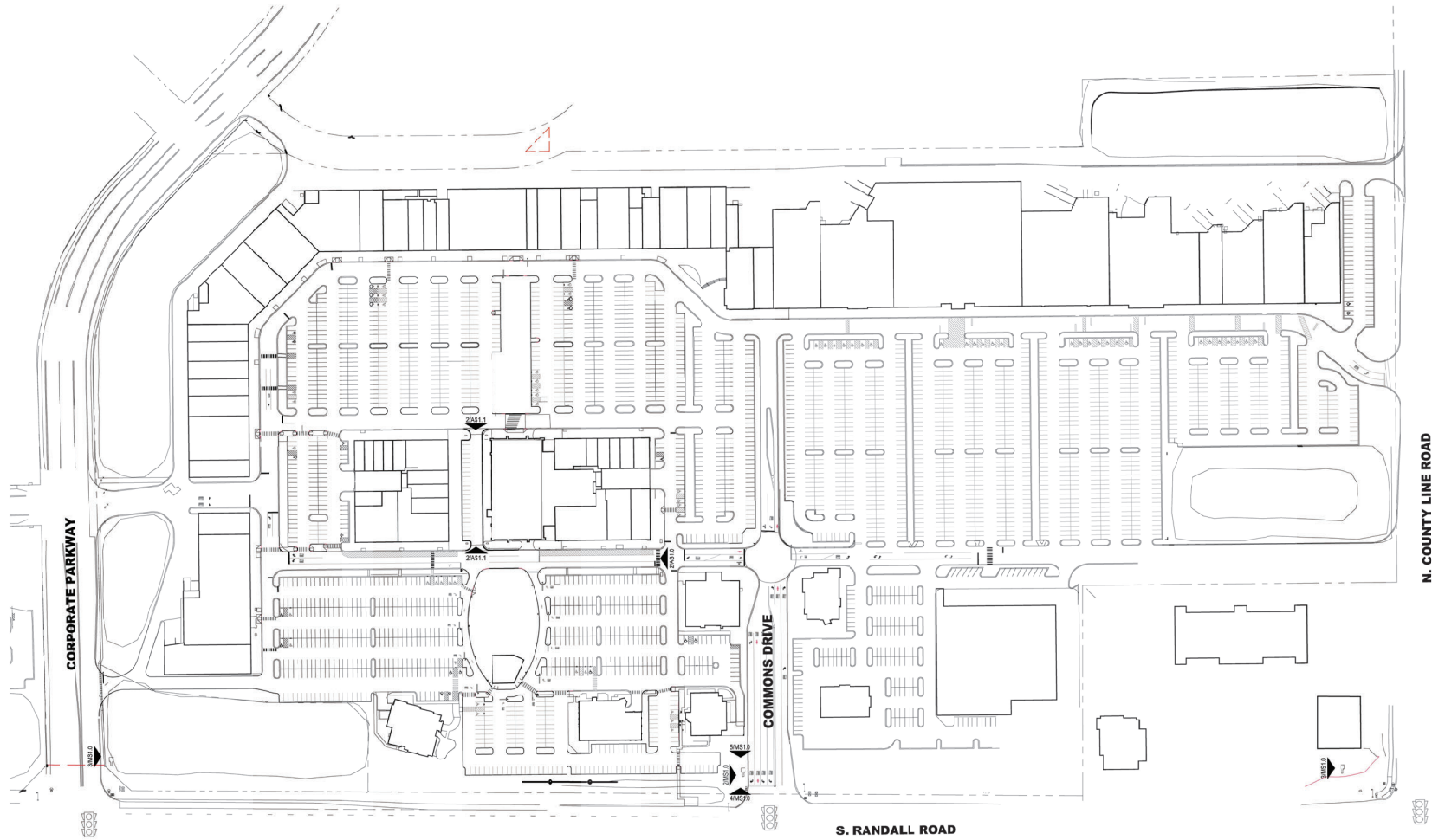
RECOMMENDATION:

Staff recommends approval of the amendment to Ordinance 2003-O-44 (*An Ordinance Issuing A Special Use Permit and Approving a Final Plat of Subdivision and Final planned Development for a 600,000 Square Foot retail Center*) and Ordinance 2004-O-44 (*An Ordinance Issuing A Special Use Permit and Approving A Final Plat of Subdivision For Phase II of the Algonquin Commons Retail Center*) and as amended as Ordinance 2010-O-39 (*An Ordinance Approving a Preliminary and Final PUD Amendment for Lot 2 of Algonquin Commons*) and Ordinance 2022-O-42 (*An Ordinance Approving a Major Amendment to the Final Planned Development and Approving the Final Plat of Resubdivision of Phase II of the Algonquin Commons Retail Center*) as outlined in the Planning & Zoning Staff Report for Case No. PZ-2021-18, subject to the following conditions, attachments, and final staff approval of all plans:

- a. The Architectural Site and Signage Plan, as prepared by Ethos Workshop Architects, with the latest revision date of April 14, 2023, the Site Improvement Plans for Algonquin Commons Redevelopment, as prepared by Jacob & Hefner Associates, with the latest revision date of April 14, 2023, the Site Electrical Plan, as prepared by RTM Engineering Consultants, with the latest revision date of April 14, 2023, the Fire Truck Turning Exhibit, as prepared by Jacob & Hefner Associates, with the latest revision date of April 14, 2023, the Landscape Plan, as prepared by Juli Ordower Landscape Architecture, with the latest revision date of April 14, 2023, and the Koi Pond and Fountain Plans, as prepared by Juli Ordower Landscape Architecture, with the latest revision date of February 8, 2023, shall address all of Staff's comments prior to any Site Development, Building, or Sign permits are issued;
- b. All face brick on the buildings and signs shall be full-depth modular brick;
- c. All outside dining areas shall be surrounded by an enclosure that is constructed with decorative masonry pilasters, pressure-treated wood, and/or wrought iron fencing. If liquor is served in the outside seating area, the enclosure shall conform to the latest Village of Algonquin and State of Illinois guidelines;
- d. The lower portion of the monument signs that include the white face brick shall only list The Link, The Street, The Field, and The Playground. Should the name of one of these locations change, the new name can be placed in this location in place of the former name. The middle portion of the monument signs with ebony ironspot brick shall list no more than two destinations. These destinations can be a tenant or a destination in the Algonquin Commons. The top portion of the monument signs with quarry stone shall list no more than eight (8) tenants. A tenant cannot appear on more than one (1) monument sign but can appear on both the front and back of the same monument sign. The fin at the top of the monument sign shall only be added to the monument sign at the southwest corner of Randall Road and Commons Drive and shall say "Algonquin Commons".

ATTACHMENTS:

- Exhibit A. Legal Description
- Exhibit B. Boundary Survey, as prepared by Consolidated Consulting Group, LLC, with the latest revision date of September 13, 2019
- Exhibit C. Architectural Site and Signage Plan titled “Architectural Site Plan”, as prepared by Ethos Workshop Architects, with the latest revision date of April 14, 2023
- Exhibit D. Site Improvement Plans for Algonquin Commons Redevelopment, as prepared by Jacob & Hefner Associates, with the latest revision date of April 14, 2023
- Exhibit E. Fire Truck Turning Exhibit, as prepared by Jacob & Hefner Associates, with the latest revision date of April 14, 2023
- Exhibit F. Landscape Plan, as prepared by Juli Ordower Landscape Architecture, with the latest revision date of April 14, 2023
- Exhibit G. Koi Pond and Fountain Plans, as prepared by Juli Ordower Landscape Architecture, with the latest revision date of February 8, 2023
- Exhibit H. 2003 Algonquin Commons Signage Criteria – Mark Ups
- Exhibit I. Updated Algonquin Commons Signage Criteria dated May 9, 2023
- Exhibit J. Planning & Zoning Staff Report for Case No. PZ2021-18
- Exhibit K. March 13, 2023, Planning & Zoning Commission Minutes



ALGONQUIN COMMONS REDEVELOPMENT - PHASE 1

Algonquin 1, LLC
Red Mountain Group, Inc.
1234 E. 17th Street
Santa Ana, CA 92701
714.245.7400

ISSUE DATE

08.08.22 P & Z RESUBMITTAL
09.30.22 P & Z RESUBMITTAL
02.08.23 P & Z RESUBMITTAL
04.14.23 P & Z RESUBMITTAL

Project No. 21626
By SPA

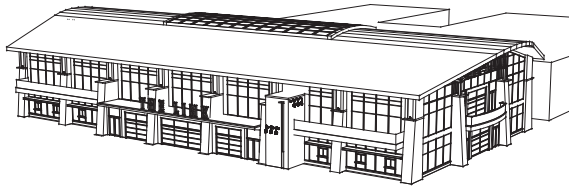
**ARCHITECTURAL
SITE PLAN**

Sheet No.

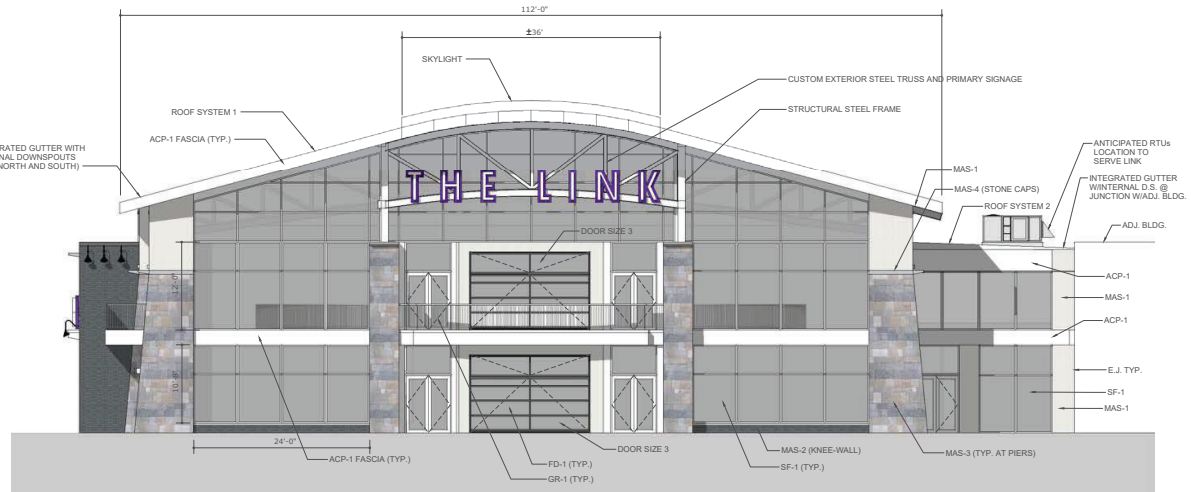
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2. EXTERIOR ELEVATION - SOUTH
SCALE: 1/8" = 1'-0"



3. PERSPECTIVE VIEW
NOT TO SCALE



1. EXTERIOR ELEVATION - WEST (EAST SIM.)
SCALE: 1/8" = 1'-0"

KEYNOTES

- MAS-1 VENEER FACE BRICK (GLEN CERY BRICK, ASPEN WHITE SMOOTH)
- MAS-2 VENEER FACE BRICK (GLEN CERY BRICK, CARBON BLACK VELOUR)
- MAS-3 QUARRY STONE VENEER (EDEN VALDERS, COLOR: EDEN ROYAL CHATEAU)
- MAS-4 CAST STONE TRIMS
- FCS-1 FIBER CEMENT SOFFIT (JAMES HARDIE, HARDIE SOFFIT PANELS, SUMMER WHITE)
- ACP-1 ALUMINUM COMPOSITE PANEL (CITADEL, SERIES F, SHASTA WHITE)
- SF-1 STOREFRONT W/INSULATED GLAZING (YKK YCW 750 OG, YS1N - CLEAR ANODIZED)
- FW-1 FIXED WINDOW W/INSULATED GLAZING (YKK YPW 400 TU, YS1N - CLEAR ANODIZED)
- FD-1 FOLDING DOOR (RENLITA S-3000 OR SIM., CLEAR ANODIZED)
- GR-1 METAL GUARDRAIL SYSTEM (AGS, OLYMPUS RAILING SYSTEM, BRUSHED FINISH)

FOLDING DOOR SIZE 1 = 10'8" H X 12'-0" W
FOLDING DOOR SIZE 2 = 10'8" H X 20' W
FOLDING DOOR SIZE 3 = 10'8" H X 16' W

ROOF SYSTEM 1:
WHITE TPO MEMBRANE ON COVER BOARDS OVER POLYISO INSULATION (R-30) ON EPIC 'ENVISTA' FA ROOF DECK (WOOD GRAIN FINISH)

ROOF SYSTEM 2:
WHITE TPO MEMBRANE ON COVER BOARDS OVER POLYISO INSULATION (R-30) ON 1 1/2" METAL DECK

ISSUE DATE	
08.08.22	P & Z RESUBMITTAL
09.30.22	P & Z RESUBMITTAL
02.08.23	P & Z RESUBMITTAL

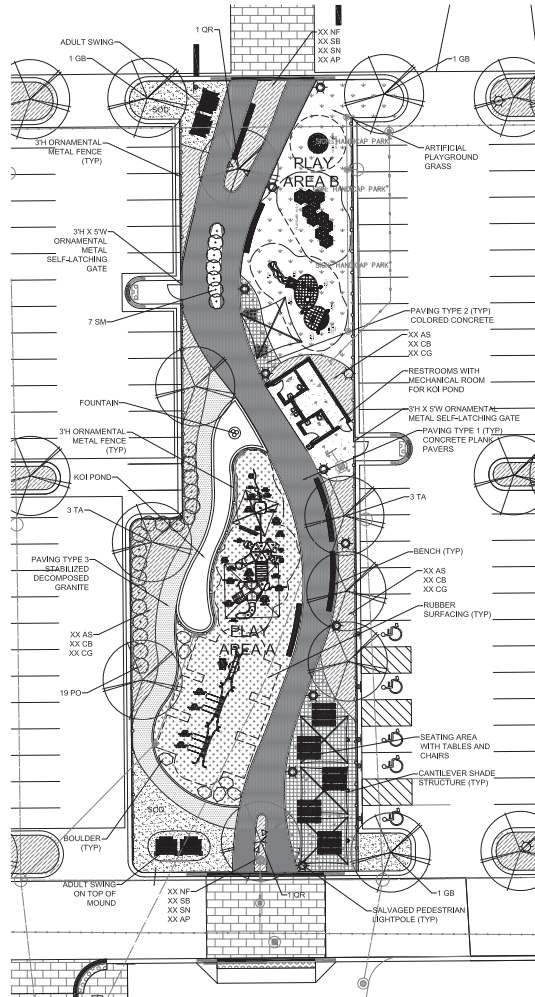
Project No.	21026
By	XXX

EXTERIOR ELEVATIONS

Sheet No.

L.A2.0

Plant Schedule - Playground					
CODE	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
Shade Trees					
GB	3	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo (male cultivar)	3" cal	B&B matching heads, buttless
QR	2	Quercus rubra	Northern Red Oak	4" cal	B&B matching heads
TA	6	Tilia americana 'McKenziey'	Sentry American Linden	4" cal	B&B matching heads
Shrubs					
PO	19	Physocarpus opulifolius 'Center Glow'	Center Glow Ninesbark	36"	B&B 2' o.c.
SM	7	Syringa meyeri 'Palom'	Deaf Kowee Lilac	36"	B&B 2' o.c.
Perennials/Ornamental Grasses					
AS	x	Allium 'Summer Beauty'	Summer Beauty Onion	#1	cont. 18" o.c. drifts of 5-9
CB	x	Carex lasiocarpa	Carex lasiocarpa	#1	cont. 18" o.c. drifts of 5-9
CG	x	Carex muskingumensis	Palm Sedge	#1	cont. 18" o.c. drifts of 5-9
HF	x	Hepatica x haussknechtii 'Early Bird'	Early Bird Hepatica	#1	cont. 18" o.c. drifts of 5-11
SB	x	Stachys byzantina 'Big Ears'	Lamb's Ear	#1	cont. 18" o.c. drifts of 5-11
SH	x	Sporobolus heterostachys	Prairie Dropseed	#1	cont. 18" o.c. drifts of 5-9
SN	x	Salvia nemorosa 'Rose Marvel'	Rose Marvel Wood Sage	#1	cont. 18" o.c. drifts of 5-11
Bulbs					
AP	x	Allium Purple Sensation	Purple Sensation Onion	12"	bulb 4 per sq. ft., interplanted



1 PLAYGROUND LANDSCAPE PLAN
1" = 20'-0"



2 PLAY CUBE AREA KEY PLAN
PLAYWORLD



3 PLAY EQUIPMENT KEY PLAN
LANDSCAPE STRUCTURES

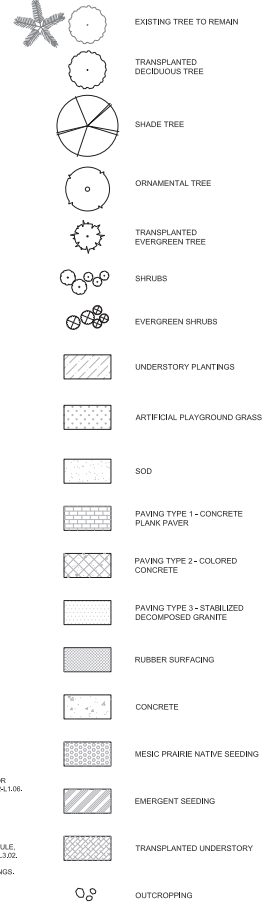


4 PLAY EQUIPMENT KEY PLAN REVERSE VIEW
LANDSCAPE STRUCTURES



5 PLAY EQUIPMENT KEY PLAN SWINGS
LANDSCAPE STRUCTURES

LEGEND: LANDSCAPE



LANDSCAPE NOTES:

1. FOR OVERALL LANDSCAPE PLAN, SEE SHEET L1.01, FOR LANDSCAPE ENLARGEMENT PLANS, SEE SHEETS L1.02-L1.06.
2. FOR FIELD LANDSCAPE PLAN SEE SHEET L2.01.
3. FOR PLAY AREAS A AND B ENLARGEMENT PLANS, SEE SHEET L2.02.
4. FOR LANDSCAPE DETAILS AND MASTER PLANT SCHEDULE, SEE SHEET L3.01, FOR FENCING DETAILS, SEE SHEET L3.02.
5. FOR KOI POND AND FOUNTAIN, SEE FOUNTAIN DRAWINGS.

ALGONQUIN COMMONS

SIGNAGE CRITERIA

May 9, 2023

This document shall serve to govern the proposed graphics for the facility commonly known as the Algonquin Commons shopping center at the intersections of Corporate Parkway and Randall Road and County Line Road and Randall Road and is submitted for review and approval to the Planning Commission of the Village of Algonquin.

The purpose of this graphics plan is to provide guidelines for the size, location, and installation of graphics throughout the development, with the exception of The Link, storefronts facing The Street, and any other portion of the Algonquin Commons governed under a separate Signage Approval. This plan establishes regulations to accommodate each entity that will occupy the development in a manner to provide a neat and orderly appearance. This plan states the minimum standards graphics must meet in order to obtain the Landlord's approval thereof. The following standards shall not negate each Tenant from the responsibility of obtaining all governmental reviews and permits for their respective graphics.

For the purpose of this Graphics Plan, a "sign" is a type of "graphic"; therefore, the term "graphic" shall include the term "sign". A reference to the term "sign" shall not apply to other types of "graphics".

Definitions:

- a) "Graphic" means any communication designed to be seen from any public place utilizing letters, words, numbers, symbols, pictures, color, illumination, geometric or non-geometric shapes or planes. The term "graphic" specifically includes the term "sign", architectural decoration, mural, sculpture, show window display and outline lighting.
- b) "Graphic Area" means the entire area enclosing the limits of wording, representation, emblem, or any figure or similar character, any of which form an integral part of the display or serves to differentiate such display from the structure to which it is affixed. Any background materials, color, or area defined by a border or a frame shall not be included as part of the Graphic Area.
- c) "Aggregate Graphic Area" means the accumulated or total graphic area of all existing and proposed signage of a single type (ground, projecting, or wall) utilized on a given building frontage or property frontage.
- d) "Sign" means a name, identification, description, display, or illustration which is affixed to or painted upon or represented directly or indirectly upon a building, structure, or piece of land or affixed to the glass on the outside of a window or door, and which directs attention to an object, product, place, activity, person, institution, origination business, or the like.

GRAPHIC STANDARDS

Tenant graphics shall be governed according to the following types, sizes, and locations:

Retail Building Signs

- I. Anchor Store Graphics, i.e., any space equal to or greater than ten thousand (10,000) sq ft
 1. Each anchor tenant shall be permitted a maximum graphic area as determined by the following formula:
 - a) $\text{Length} \times \text{Height of Storefront} = \text{Storefront Area}$
 - b) $\text{Storefront Area} \times 10\% = \text{Allowable Graphic Area}$
 - c) For any individual sign the Maximum Allowable Graphic Area is three hundred (300) sq ft
 - d) Graphics may be of any color pre-approved by Landlord.
 - e) Each tenant shall be permitted one (1) identification graphic for their Storefront. Anchor tenants that occupy an end-cap / end-unit shall be allowed two (2) storefront signs in conformity with the signage specified above.
- II. Retail Shop (s) Graphics, i.e., any space less than ten thousand (10,000) sq ft
 1. Each tenant shall be permitted one (1) identification graphic for their Storefront based upon the following formula:
 - a) $\text{Length} \times \text{Height of Storefront} = \text{Storefront Area}$
 - b) $\text{Storefront Area} \times 10\% = \text{Allowable Graphic Area}$
 - c) For any individual sign the Maximum Allowable Graphic Area is three hundred (300) sq ft
 2. The tenant signs shall consist of one of the following: (1) internally illuminated, acrylic faced graphics, (2) internally lit reverse channel graphics creating a halo effect, or (3) graphics spot lit with gooseneck or eave lights.
 3. Scheduled letter height shall be no greater than twenty-four inches (24") for each line of copy, subject to a larger size if so warranted as determined by the Village of Algonquin and the Landlord.
 4. Individual letters or logos must not be wider than thirty-six (36") without approval of Landlord.
 5. The horizontal width of each tenant's copy (i.e., logo, name, etc.) shall be a maximum of seventy percent (70%) of the width of such tenant's storefront width. The tenant must allow a minimum of twenty-four inches (24") from the inside edge of the neutral pier for the outside dimensions of the signage area.
 6. Use of text/graphics on awnings, windows, doors, decorative signage elements, etc. will not be counted in the number of signs allowed or the Maximum Allowable Graphic Area. Tenant shall be allowed to use text/graphics on each awning and storefront window subject to Landlord approval, subject to the Village of Algonquin architectural guidelines
 7. Blade signs ("Projecting Sign") are encouraged for each tenant and shall not be counted toward the Maximum Allowable Graphic Area and the projecting blade

sign area shall be no greater than two feet (2') in height and three feet (3') in width, but may exceed this allowance with Landlord and Village of Algonquin approval. The height of the projecting blade sign at the lowest point of the structure shall be positioned at least eight feet (8') above the sidewalk

8. Each tenant is required to install awnings. The awnings shall be in character with the architectural style of the building and the lowest point of the structure shall be positioned at least eight feet (8') above the sidewalk. Awnings shall fit within the frame of the storefront. Awnings shall be made of canvas or durable fabric material. Tenant may also substitute awnings with hard metal canopies subject to Landlord approval. Internal illumination of awnings is prohibited.
9. Tenants that occupy space that is on an end-cap / end-unit shall be allowed two (2) storefront signs that conform with the criteria set forth above.

Freestanding Retail or Restaurant Sign -Wall Graphics

- A. All outlot building sites shall be permitted two (2) on-premises wall signs. The total aggregate copy of such signs shall not exceed three hundred (300) sq ft.
- B. The maximum length of any wall sign shall not exceed seventy percent (70%) of the building face on which it is located. The maximum graphic area of any one wall sign shall not exceed three hundred (300) sq ft.
- C. Wall signs shall be mounted no higher than twenty feet (20') above grade.
- D. Use of text/graphics on awnings, windows, doors, decorative signage elements, etc. will not be counted in the number of signs allowed, subject to the Village of Algonquin architectural guidelines.

Outlot Monument Signs

- A. All outlot buildings fronting Randall Road shall be permitted one (1) ground mounted monument sign.
- B. Each sign shall have a maximum area of sixty-four (64) sq ft and a maximum of six feet (6') in height (excludes twelve-inch (12") concrete base).
- C. All ground signs shall have brick/stone piers or bases consistent with the building materials.
- D. All ground signs shall have foundation plantings equaling two (2) sq ft of foundation landscaping per one (1) sq ft of sign face. Said landscaping shall be equally attractive in the winter and summer.

General Requirements

- A. All tenant signage shall be approved by the Landlord prior to manufacture.
- B. Any Village of Algonquin applications, fees, hearings, zoning, building, and electrical permits shall be the responsibility and at the expense of Tenant and the graphics contractor.
- C. Individually illuminated letters shall be constructed and installed as follows:
 - 1. Letter faces shall be a minimum of 1/8" acrylic.
 - 2. Illumination shall be of LED with remote transformers located within the storefront bulkhead or with transformers in the raceway, whichever is applicable.
 - 3. Letter returns shall be a minimum of 0.040" aluminum.
 - 4. All letters must be labeled by a recognized testing lab, i.e. UL or equal.
- D. Prohibited graphic types shall include but are not limited to the following:
 - 1. Roof top signs.
 - 2. Flashing traveling, animated, rotating, or intermittently illuminated signs.



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	May 9, 2023
<u>SUBMITTED BY:</u>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Approval of an Amendment to the Redevelopment Agreement and a Major Amendment to the Trails of Woods Creek Subdivision

ACTION REQUESTED:

Pulte Home Company, LLC, the “Petitioner”, is requesting a Major Amendment to the Final Planned Development of the Trails of Woods Creek Subdivision, the “Subject Property”. This amendment will permit the construction of two-story ‘Select Series’ and ‘Estate Series’ homes on lots previously approved and platted for the one-story ‘Shores’ homes. The replatting involved will reduce the number of homes in the subdivision from 278 to 275 to accommodate the larger ‘Estate Series’ homes. Additionally, Pulte is requesting the ability to construct a new home model known as the “Waverly” as part of the ‘Select Series’. Staff is in favor of allowing the new model, however staff is recommending not to allow the base home elevation due to a lack of architectural interest and tweaking a model variation to provide additional masonry.

A Redevelopment Agreement was approved during the original approval of the Trails of Woods Creek subdivision and therefore, an Amendment is required to be approved. The Amendment references the revised plans, approves a Platting Fee for the ‘Springs Series’, renegotiates the Watershed Protection Fee from \$50,000 to \$70,255, and relieves the Developer of obligations provided the buried drainage structures at the speed table on Fairway View Drive have been installed and do not require repair and/or replacement. The Public Works team supports/requested these changes.

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request for the Major Amendment to Ordinance 2020-O-32 at the April 10, 2023, Planning and Zoning Commission Meeting. At the meeting, four members of the public voiced concerns about traffic and speeding near Fairway View Drive and Algonquin Road, views being blocked by taller homes, and the potential increased HOA fees.

Staff believes the new speed table on Fairway View Drive will mitigate speeding concerns, that views will not be compromised by taller homes due to the setbacks provided in the subdivision,

and that the existing ‘Shores’ ranch homeowners will not experience increased HOA fees as the homes are charged on a ‘per-home’ basis, per the home builder. Homeowners do not receive a discount based on the number of homes being maintained. Finally, the ranch homes will still be able to be built in the area if requested by a new purchaser.

The Planning and Zoning Commission accepted staff’s findings as the findings of the Planning and Zoning Commission and recommended approval of the requests by a vote of 5-2, subject to the conditions listed in the staff report.

RECOMMENDATION:

“Staff is supportive of the requests, subject to the conditions listed below, and recommends approval of the amendment to Ordinance 2020-O-32 (*An Ordinance Approving a Final Planned Unit Development and Final Plats of Phases 1 and 2 for the Trails of Woods Creek Subdivision*) as outlined in the Planning & Zoning Staff Report for Case No. PZ-2023-02, subject to the following conditions, attachments, and final staff approval of all plans, and also an Amendment to the Redevelopment Agreement for the Trails of Woods Creek Subdivision.

- a. The Final Plat of Resubdivision titled “Final Plat of Subdivision for Resubdivision of Lots 240 Through 254 Trails of Woods Creek Phase 2” as prepared by Cemcon, Ltd. with the latest revision date of April 27, 2023, the Site Plan titled “Trails of Woods Creek PUD Amendment Site Plan”, as prepared by Cemcon, Ltd., with the latest revision date of February 13, 2023, the Final Engineering titled “Trails of Woods Creek PUD Amendment Engineering Exhibit”, as prepared by Cemcon, Ltd., with the latest revision date of April 26, 2023, and the Final Landscape Plan titled “Addendum 2 – Re-Subdivision Final Landscape Plan”, as prepared by Dickson Design Studio, and last revised March 10, 2023, shall all address Staff’s comments and require final Staff approval;
- b. The Home Elevations titled “Trails of Woods Creek Select Series Elevations”, as prepared by PulteGroup, and last revised February 18, 2023, shall be applicable to the Select Series homes constructed on Lots 127-165 and the Shores home constructed on Lots 127-165 shall be the Shores Homes included in the building elevation selections dated May 7, 2020, and meet the design conditions of Ordinance 2020-O-32. The Waverly Model NC3M shall be modified to meet the design conditions of Ordinance 2020-O-32 with a 30” masonry base, the Waverly Models CR2N shall not be allowed, and the Estates Series Homes on Lots 1-12 shall be Estates Models included in the building elevation selections dated May 7, 2020, and meet the design conditions of Ordinance 2020-O-32;
- c. All other conditions of Ordinance 2020-O-32 shall still be in effect unless the condition conflicts with this approval.”

ATTACHMENTS:

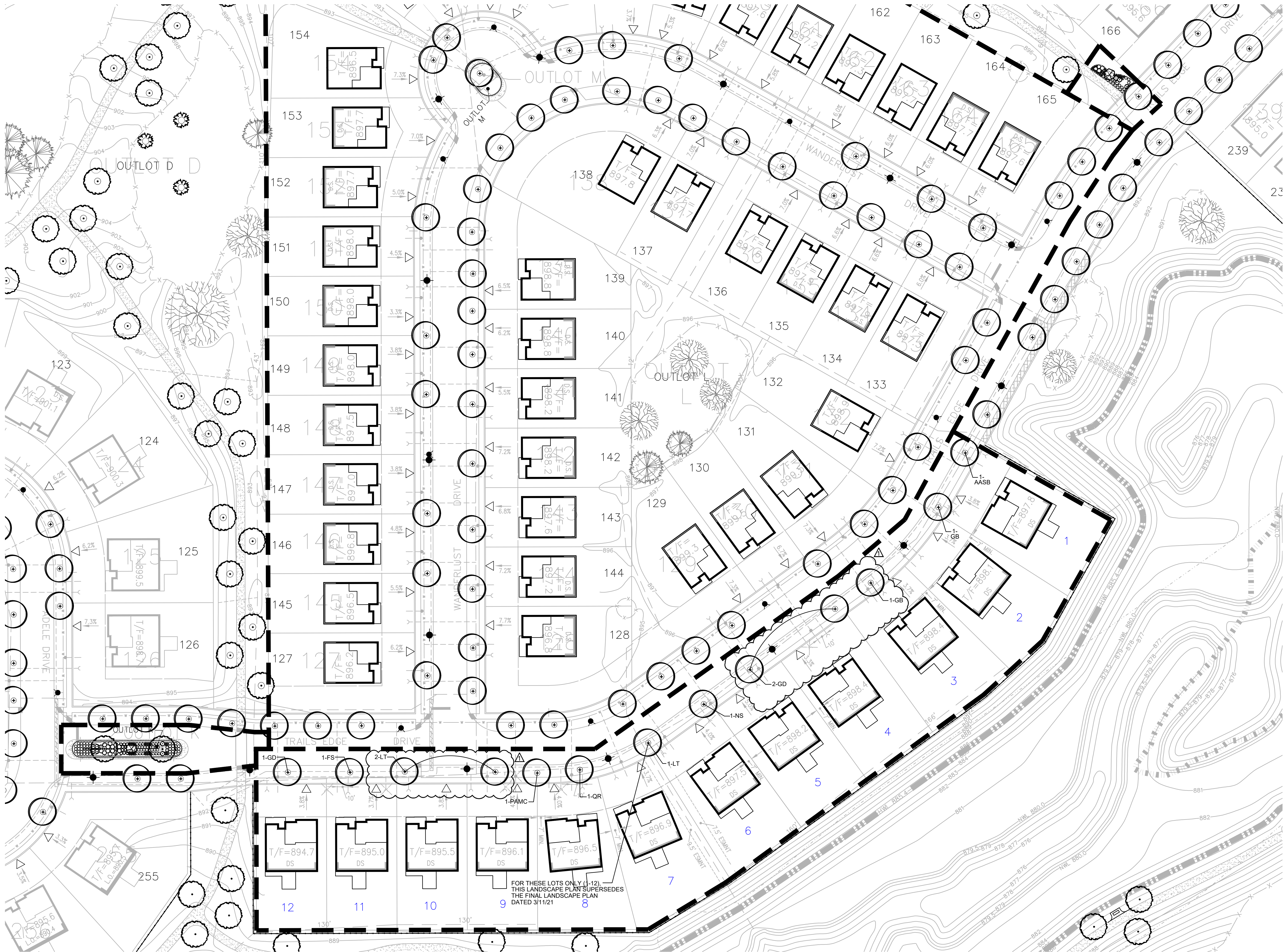
- Exhibit A. Legal Description
- Exhibit B. Final Plat of Resubdivision titled “Final Plat of Subdivision for Resubdivision of Lots 240 Through 254 Trails of Woods Creek Phase 2” as prepared by Cemcon, Ltd. with the latest revision date of April 27, 2023
- Exhibit C. Home Elevations titled “Trails of Woods Creek Select Series Elevations”, as prepared by PulteGroup, and last revised February 18, 2023
- Exhibit D. Site Plan titled “Trails of Woods Creek PUD Amendment Site Plan”, as prepared by Cemcon, Ltd., with the latest revision date of February 13, 2023
- Exhibit E. Final Engineering titled “Trails of Woods Creek PUD Amendment Engineering Exhibit”, as prepared by Cemcon, Ltd., with the latest revision date of April 26, 2023
- Exhibit F. Final Landscape Plan titled “Addendum 2 – Re-Subdivision Final Landscape Plan”, as prepared by Dickson Design Studio, and last revised March 10, 2023
- Exhibit G. Lot Coverage Exhibit, prepared by Cemcon, Ltd., and last revised April 25, 2023
- Exhibit H. Planning & Zoning Staff Report for Case No. PZ-2023-02
- Exhibit I. April 10, 2023, Planning & Zoning Commission Minutes
- Exhibit J. First Amendment To Redevelopment Agreement for Trails of Woods Creek

LEGAL DESCRIPTION

LOTS 127 THROUGH 165, INCLUSIVE AND LOTS 240 THROUGH 254, INCLUSIVE, IN TRAILS OF WOODS CREEK PHASE 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 2021 AS DOCUMENT 2021R0031164, IN MCHENRY COUNTY, ILLINOIS.

Waverly – Select Series





dickson design
STUDIO

9 CRYSTAL LAKE ROAD, SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

PULTE GROUP

SCHAUMBURG, IL

PLAN DATE

MARCH 10, 2023

REVISIONS

1.	PER VILL. COMMENTS (CIVIL)
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

**TRAILS OF WOODS CREEK
ALGONQUIN, IL**

**ADDENDUM 2 -
RE-SUBDIVISION
FINAL LANDSCAPE PLAN**

SHEET NUMBER

L1.2

LANDSCAPE PLAN

SCALE: 1" = 40'-0"



Prepared By:
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

After Recording Return To:
Pulte Home Company, LLC
1900 E. Golf Road, Suite 300
Schaumburg, Illinois 60173

FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO
REDEVELOPMENT AGREEMENT
(Trails of Woods Creek)**

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (Trails of Woods Creek) (the "First Amendment") is made and entered into at Algonquin, Illinois, as of the ____ day of _____, 2023, (the "Effective Date") by and between the **VILLAGE OF ALGONQUIN** an Illinois municipal corporation (the "Village") and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, (the "Developer"). (Village and Developer are hereinafter sometimes collectively referred to as the "Parties".)

WITNESSETH:

WHEREAS, the Village and the Developer are parties to that certain Redevelopment Agreement (the "Redevelopment Agreement"), recorded at the McHenry County Recorder on August 31, 2020, as document number 2020R0034555, related to the real estate legally described

on **Exhibit A**, attached hereto and made a part hereof, comprising approximately 138.44 acres of land (the “Subject Property”); and

WHEREAS, pursuant to that Redevelopment Agreement, the Parties agreed to develop the Subject Property according to the terms and conditions set forth therein, and in general compliance with the Preliminary Development Plans, Village Approvals, and Municipal Ordinances; and

WHEREAS, in connection with the development of the Subject Property, the Village and Developer have agreed to a Major Amendment to the underlying PUD, which is reflected on the Final Plat of Subdivision for Resubdivision of Lots 240 through 254 Trails of Woods Creek Phase 2 attached hereto as **Exhibit B** (“Final Plat of Resubdivision”).

WHEREAS, the revised engineering plans reflecting the resubdivided lots under the Final Plat of Resubdivision are reflected on the PUD Amendment Engineering Exhibit attached hereto as **Exhibit C** (“Updated Engineering Plans”).

WHEREAS, the Village and the Developer now desire to amend the Redevelopment Agreement to update certain terms and to reflect the revisions to the Preliminary Development Plans.

NOW, THEREFORE, in consideration of mutual promises, and in lieu of cancellation of the Redevelopment Agreement, the Village and the Developer hereby agree as follows:

1. Defined terms set forth in the Redevelopment Agreement shall have the meanings set forth therein, subject to the modifications set forth in this First Amendment.

2. **RECITAL C** is hereby amended to incorporate the Final Plat of Resubdivision and Updated Engineering Plans into the Redevelopment Agreement as exhibits thereto.

3. **ARTICLE III, Section B** shall be modified to reflect the Platting Fee shall be calculated as follows:

1. Estate Series: \$300 per home (based on 4 persons per home)
2. Select Series: \$262.50 per home (based on 3.5 persons per home)
3. Springs Series: \$262.50 per home (based on 3.5 persons per home)
4. Shores Series \$0 (waived in light of senior-oriented product)

4. **ARTICLE III, Section L** shall be modified to reflect that in lieu of a per unit Watershed Protection Fee, the Developer shall make the Woods Creek Donation, a one-time payment of \$70,225.00, payable to the Village prior to recording of the Final Plat of Resubdivision, as part of the Tree Replacement Requirements under Article V.

5. **ARTICLE V, Section D, Paragraph 1 “Fairway View Drive.”** is hereby deleted in its entirety. The Parties agree that Developer shall be relieved of its obligations set forth therein as of the date of this Amendment, provided the buried drainage structures at the speed table on Fairway View Drive have been installed and do not require repair and/or replacement.

6. This First Amendment may be executed in two or more fully or partially executed counterparts, each of which shall be deemed to be an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

7. Except as amended herein, all other terms, covenants and conditions of the Redevelopment Agreement shall remain in full force and effect. If there is any conflict between the terms of the Redevelopment Agreement and the terms of this Amendment, the terms of this Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized corporate officers and have caused their corporate seals to be hereunto affixed all as of the day and year first above written.

**VILLAGE OF ALGONQUIN, an
Illinois Municipal Corporation**

By: _____
Debby Sosine, Village President

ATTEST:

By: _____
Fred Martin, Village Clerk

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: _____

Printed Name: _____

Its [Title]: _____

State of Illinois)

)

County of)

The foregoing instrument was acknowledged before me by _____

_____, as

_____ on behalf of Pulte Home Company, LLC, a

Michigan limited liability company, this ____ day of _____, 2023.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

A Memo From...



VILLAGE OF ALGONQUIN
General Services Administration

To: Tim Schloneger

From: Michelle Weber

Date: May 2, 2023

Re: Video Gaming Municipal Code Amendment

In the recent months, the Village has been receiving many requests from gas stations/truck stops to implement video gaming within their establishment. In the past we were able to deny these requests by indicating a commercial kitchen is required for all gaming establishments. It was recommended by our legal team to amend the Village's Municipal Code prohibiting "Truck Stops" specifically from establishing gaming.

With that said, it is staff's recommendation to move the attached Ordinance prohibiting gaming in Truck Stops within the Village of Algonquin forward for Board approval.

ORDINANCE NO. 2023 - O -

An Ordinance Amending Section 43.39, Video Gaming Terminals, of the Village of Algonquin Municipal Code

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

WHEREAS, Section 27 of the Video Gaming Act, 230 ILCS 40, authorizes the Village to prohibit video gaming within the corporate limits of the Village and implied within such authorization is the authority to limit, license and regulate video gaming within the corporate limits of the Village;

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

SECTION 1: Appendix A, Algonquin Municipal Code Definitions, of the Village of Algonquin Municipal Code shall be amended with the underline language being added and the stricken language being deleted as follows:

Video gaming terminal or video gaming device: Any electronic video game machine that, upon insertion of cash, electronic cards or vouchers, or any combination thereof, is available to play or simulate the play of a video game, including but not limited to video poker, line up, and blackjack, as authorized by the Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only. (Statutory Reference: Pursuant to 230 ILCS 40/5), ~~video gaming terminals and video gaming devices are permitted except in video gaming cafes, as defined herein, which include fraternal, veterans' and truck stop establishments.~~

SECTION 2: Chapter 43, Section 43.39, Video Gaming Terminals, of the Village of Algonquin Municipal Code shall be amended with the underline language being added and the stricken language being deleted as follows:

43.39 VIDEO GAMING TERMINALS

A. Video Gaming License Required: No person shall have or keep a video gaming terminal (“terminal”) or video gaming device (“device”), as defined in Appendix A of this Code, in any place of public resort unless the Village license fee is paid and a valid license is issued and maintained in force by the State of Illinois. ~~Video gaming cafes, as defined in Appendix A of this Code, are prohibited.~~

B. Premises on which Video Gaming Terminals are Permitted:
Terminals or Devices are only permitted on the following premises:

1. Licensed retail establishments in the Village where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises as permitted under the Act, the State Gaming Board Regulations and the rules and regulations contained in this chapter, and where no cash-dispensing terminal, as defined in 205 ILCS 616/1 et seq., is located in or on such premises; and
2. Licensed fraternal establishments and veteran establishments in the Village as permitted under the Act, the State Gaming Board Regulations and the rules and regulations contained in this chapter, in which no cash-dispensing terminal, as defined in 205 ILCS 616/1 et seq., is located in or on such premises.

C. Premises on which Video Gaming Terminals are Prohibited: Video gaming cafés, as defined in Appendix A of this Code, are prohibited. Terminals and devices are prohibited in truck stop establishments.

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The remainder of the paragraphs shall be renumbered accordingly.

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

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

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

ATTEST: _____
Village President Debby Sosine
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: May 2, 2023

TO: Committee of the Whole

FROM: Michelle Weber

SUBJECT: Liquor Code Amendment

In accordance with an ordinance passed in 2013 limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time, the attached proposed ordinance amending the number of available Class B-1 and F liquor licenses.

This change is the result of requests from:

- Pantry & Liquor, Inc. a new convenience store located in the former 7-Eleven, 1495 W. Algonquin Road, Algonquin has applied for a class B-1 liquor license, which will allow the retail sale of alcoholic liquor in sealed cartons, bottles, casks, flasks, barrels, cases or other containers, for consumption off the premises.
- During the liquor license renewal process the following establishments did not request renewal of their liquor license:
 - Tai Wan Thai – Class F

Staff recommends increasing the number of available Class B-1 liquor licenses by one and decreasing the number of Class F to eliminate any available liquor licenses.

Attachment

ORDINANCE NO. 2023 - O - ____

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

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

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

SECTION 1: Section 33.07-B, Paragraphs 7 and 14, Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

- 7. Ten Class B-1 licenses at any one time.
- 14. Eight Class F licenses at any one time.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

SECTION 4: This Ordinance shall be in full force and effect _____, 2023, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 9, 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 Bunker Hill Drive
Rehabilitation Improvements to Plote Construction, Inc.

Attached you find my recommendation for the award of the Bunker Hill Drive Rehabilitation contract to Plote Construction, Inc. We received three bids for this project, and after a thorough review and evaluation, we have determined to recommend the low bidder Plote Construction in the amount of \$1,621,860.25. The bid amount from Plote is within the Village's FY2024 budget in the Street Fund and under the engineer's estimate.

Plote Construction is an experienced contractor with a proven track record of successful projects in our area. We worked with them most recently on the Terrace Hill Subdivision Improvements in 2020, and they provided excellent service and met the Village's expectations.

This project involves various upgrades to the roadway, including one mile of roadway rehabilitation using the full-depth reclamation (FDR) process, 0.6 miles of bike path replacement, pedestrian crossing improvements at Jacobs High School, selective curb, sidewalk, and apron replacement, drainage and water main improvements, and landscape restoration. This project will be constructed in two phases. The east phase from Woods Creek Drive to Sherman Drive will be completed in mid-August prior to the 2023/2024 school year. The west half will be completed by late-October.

This project also includes lowering a 70-foot section of the Village's water main that is currently vulnerable to a break due to a large ComEd duct bank that sits on top of the main. The Village will be submitting a claim to ComEd to cover these costs once completed. The costs are estimated to be \$120,000 and are included in the bid.

After careful consideration, staff recommends that the Committee of the Whole move this item to the Village Board to award the contract for the Bunker Hill Drive Rehabilitation Improvements to Plote Construction, Inc. Their competitive pricing, proven experience, and excellent track record make them the best choice for this project.

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(CBBEL Project Number: 070273.00148)

Low Bidder

VILLAGE OF ALGONQUIN
BUNKER HILL DRIVE REHABILITATION

BID TABULATION

Date: May 1, 2023

				ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC		ARROW ROAD CONSTRUCTION CO.		PLOTE CONSTRUCTION INC.	
CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
20200100	EARTH EXCAVATION	CU YD	435	\$ 35.00	\$ 15,225.00	\$ 38.00	\$ 16,530.00	\$ 65.00	\$ 28,275.00	\$ 60.00	\$ 26,100.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	70	\$ 40.00	\$ 2,800.00	\$ 40.00	\$ 2,800.00	\$ 1.00	\$ 70.00	\$ 60.00	\$ 4,200.00
20800150	TRENCH BACKFILL	CU YD	60	\$ 45.00	\$ 2,700.00	\$ 83.00	\$ 4,980.00	\$ 81.00	\$ 4,860.00	\$ 60.00	\$ 3,600.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	210	\$ 2.00	\$ 420.00	\$ 3.00	\$ 630.00	\$ 10.00	\$ 2,100.00	\$ 5.00	\$ 1,050.00
28000510	INLET FILTERS	EACH	29	\$ 150.00	\$ 4,350.00	\$ 200.00	\$ 5,800.00	\$ 200.00	\$ 5,800.00	\$ 275.00	\$ 7,975.00
30201700	PORTLAND CEMENT	TON	480	\$ 200.00	\$ 96,000.00	\$ 220.00	\$ 105,600.00	\$ 199.00	\$ 95,520.00	\$ 199.00	\$ 95,520.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	70	\$ 50.00	\$ 3,500.00	\$ 60.00	\$ 4,200.00	\$ 1.00	\$ 70.00	\$ 75.00	\$ 5,250.00
31101400	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	12	\$ 20.00	\$ 240.00	\$ 60.00	\$ 720.00	\$ 150.00	\$ 1,800.00	\$ 16.00	\$ 192.00
35101600	AGGREGATE BASE COURSE, TYPE B, 4"	SQ YD	12	\$ 25.00	\$ 300.00	\$ 50.00	\$ 600.00	\$ 140.00	\$ 1,680.00	\$ 15.00	\$ 180.00
35101800	AGGREGATE BASE COURSE. TYPE B (CA-6) 6"	SQ YD	2,140	\$ 10.00	\$ 21,400.00	\$ 8.25	\$ 17,655.00	\$ 9.00	\$ 19,260.00	\$ 16.00	\$ 34,240.00
35102400	AGGREGATE BASE COURSE. TYPE B 12"	SQ YD	675	\$ 15.00	\$ 10,125.00	\$ 16.95	\$ 11,441.25	\$ 49.80	\$ 33,615.00	\$ 25.00	\$ 16,875.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	200	\$ 65.00	\$ 13,000.00	\$ 30.00	\$ 6,000.00	\$ 35.00	\$ 7,000.00	\$ 40.00	\$ 8,000.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	13,500	\$ 1.00	\$ 13,500.00	\$ 0.01	\$ 135.00	\$ 1.50	\$ 20,250.00	\$ 0.01	\$ 135.00
*40604060	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	2,490	\$ 100.00	\$ 249,000.00	\$ 92.00	\$ 229,080.00	\$ 100.00	\$ 249,000.00	\$ 81.00	\$ 201,690.00
*40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	2,690	\$ 90.00	\$ 242,100.00	\$ 90.00	\$ 242,100.00	\$ 76.65	\$ 206,188.50	\$ 80.00	\$ 215,200.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6"	SQ YD	12	\$ 100.00	\$ 1,200.00	\$ 180.00	\$ 2,160.00	\$ 168.00	\$ 2,016.00	\$ 175.00	\$ 2,100.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	5,720	\$ 10.00	\$ 57,200.00	\$ 14.75	\$ 84,370.00	\$ 17.50	\$ 100,100.00	\$ 10.50	\$ 60,060.00
42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8"	SQ YD	225	\$ 80.00	\$ 18,000.00	\$ 175.00	\$ 39,375.00	\$ 168.00	\$ 37,800.00	\$ 100.00	\$ 22,500.00
*42400800	DETECTABLE WARNINGS	SQ FT	465	\$ 50.00	\$ 23,250.00	\$ 60.00	\$ 27,900.00	\$ 38.00	\$ 17,670.00	\$ 35.00	\$ 16,275.00
44000164	HOT MIX ASPHALT SURFACE REMOVAL, 3.75"	SQ YD	1,550	\$ 4.00	\$ 6,200.00	\$ 4.25	\$ 6,587.50	\$ 9.30	\$ 14,415.00	\$ 7.00	\$ 10,850.00
44000166	HOT MIX ASPHALT SURFACE REMOVAL, 4.25"	SQ YD	17,000	\$ 5.00	\$ 85,000.00	\$ 4.15	\$ 70,550.00	\$ 2.85	\$ 48,450.00	\$ 4.75	\$ 80,750.00
44000100	PAVEMENT REMOVAL	SQ YD	675	\$ 20.00	\$ 13,500.00	\$ 18.00	\$ 12,150.00	\$ 22.75	\$ 15,356.25	\$ 15.00	\$ 10,125.00
44000600	SIDEWALK REMOVAL	SQ FT	5,510	\$ 5.00	\$ 27,550.00	\$ 2.80	\$ 15,428.00	\$ 2.00	\$ 11,020.00	\$ 1.90	\$ 10,469.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	80	\$ 70.00	\$ 5,600.00	\$ 165.00	\$ 13,200.00	\$ 135.00	\$ 10,800.00	\$ 200.00	\$ 16,000.00
*56103300	DUCTILE IRON WATER MAIN 12"	FOOT	70	\$ 250.00	\$ 17,500.00	\$ 270.00	\$ 18,900.00	\$ 456.00	\$ 31,920.00	\$ 250.00	\$ 17,500.00
60108204	PIPE UNDERDRAINS, TYPE 2, 4"	FOOT	300	\$ 75.00	\$ 22,500.00	\$ 68.00	\$ 20,400.00	\$ 32.00	\$ 9,600.00	\$ 60.00	\$ 18,000.00
60248900	VALVE VAULTS, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00
60600605	CONCRETE CURB, TYPE B	FOOT	200	\$ 33.00	\$ 6,600.00	\$ 62.00	\$ 12,400.00	\$ 58.00	\$ 11,600.00	\$ 45.00	\$ 9,000.00
*60603800	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT	FOOT	3,130	\$ 28.00	\$ 87,640.00	\$ 58.00	\$ 181,540.00	\$ 60.00	\$ 187,800.00	\$ 52.00	\$ 162,760.00
67100100	MOBILIZATION	L. SUM	1	\$ 50,000.00	\$ 50,000.00	\$ 88,000.00	\$ 88,000.00	\$ 158,209.25	\$ 158,209.25	\$ 49,000.00	\$ 49,000.00
78000100	THERMOPLASTIC PAVEMENT MARKINGS - LETTERS AND SYMBOLS	SQ FT	25	\$ 5.00	\$ 125.00	\$ 7.00	\$ 175.00	\$ 8.50	\$ 212.50	\$ 5.75	\$ 143.75
78000200	THERMOPLASTIC PAVEMENT MARKINGS - LINE, 4" (WHITE)	FOOT	150	\$ 2.00	\$ 300.00	\$ 1.70	\$ 255.00	\$ 1.05	\$ 157.50	\$ 1.55	\$ 232.50
78000200	THERMOPLASTIC PAVEMENT MARKINGS - LINE, 4" (YELLOW)	FOOT	1,940	\$ 2.00	\$ 3,880.00	\$ 1.70	\$ 3,298.00	\$ 1.05	\$ 2,037.00	\$ 1.55	\$ 3,007.00
78000400	THERMOPLASTIC PAVEMENT MARKINGS - LINE, 6" (WHITE)	FOOT	800	\$ 2.50	\$ 2,000.00	\$ 1.92	\$ 1,536.00	\$ 1.60	\$ 1,280.00	\$ 1.72	\$ 1,376.00
78000300	THERMOPLASTIC PAVEMENT MARKINGS - LINE, 12" (WHITE)	FOOT	500	\$ 3.00	\$ 1,500.00	\$ 2.15	\$ 1,075.00	\$ 4.25	\$ 2,125.00	\$ 1.95	\$ 975.00
78000300	THERMOPLASTIC PAVEMENT MARKINGS - LINE, 12" (YELLOW)	FOOT	100	\$ 3.00	\$ 300.00	\$ 2.15	\$ 215.00	\$ 4.25	\$ 425.00	\$ 1.95	\$ 195.00
78000650	THERMOPLASTIC PAVEMENT MARKINGS - LINE, 24"	FOOT	360	\$ 6.00	\$ 2,160.00	\$ 7.00	\$ 2,520.00	\$ 8.50	\$ 3,060.00	\$ 5.75	\$ 2,070.00
*X0322102	TEMPORARY SIDEWALK RAMP	EACH	4	\$ 2,500.00	\$ 10,000.00	\$ 400.00	\$ 1,600.00	\$ 500.00	\$ 2,000.00	\$ 700.00	\$ 2,800.00
*X0327036	BIKE PATH REMOVAL	SQ YD	2,100	\$ 3.50	\$ 7,350.00	\$ 5.50	\$ 11,550.00	\$ 5.00	\$ 10,500.00	\$ 20.00	\$ 42,000.00
*X0327203	CASING PIPE, OPEN CUT, 24" STEEL	FOOT	18	\$ 250.00	\$ 4,500.00	\$ 515.00	\$ 9,270.00	\$ 362.00	\$ 6,516.00	\$ 500.00	\$ 9,000.00
*X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	20	\$ 175.00	\$ 3,500.00	\$ 85.00	\$ 1,700.00	\$ 600.00	\$ 12,000.00	\$ 300.00	\$ 6,000.00
*X5610700	WATER MAIN REMOVAL	FOOT	80	\$ 30.00	\$ 2,400.00	\$ 55.00	\$ 4,400.00	\$ 40.00	\$ 3,200.00	\$ 50.00	\$ 4,000.00
*XX003032	GATE VALVES REMOVAL AND REPLACEMENT 12"	EACH	3	\$ 4,000.00	\$ 12,000.00	\$ 13,000.00	\$ 39,000.00	\$ 7,600.00	\$ 22,800.00	\$ 12,000.00	\$ 36,000.00
*Z0007430	TEMPORARY SIDEWALK	SQ FT	1,300	\$ 10.00	\$ 13,000.00	\$ 6.00	\$ 7,800.00	\$ 12.00	\$ 15,600.00	\$ 5.00	\$ 6,500.00
*Z1	FULL DEPTH RECLAMATION	SQ YD	18,260	\$ 13.00	\$ 237,380.00	\$ 4.15	\$ 75,779.00	\$ 4.70	\$ 85,822.00	\$ 4.00	\$ 73,040.00
*Z2	BENCH REMOVAL AND REPLACEMENT	EACH	1	\$ 750.00	\$ 750.00	\$ 3,500.00	\$ 3,500.00	\$ 2,400.00	\$ 2,400.00	\$ 2,500.00	\$ 2,500.00
*Z3	BIKE RACK REMOVAL AND REPLACEMENT	EACH	1	\$ 600.00	\$ 600.00	\$ 3,500.00	\$ 3,500.00	\$ 800.00	\$ 800.00	\$ 3,000.00	\$ 3,000.00
*Z4	CONSTRUCTION LAYOUT	L. SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 24,495.00	\$ 24,495.00	\$ 25,000.00	\$ 25,000.00
*Z5	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	35	\$ 500.00	\$ 17,500.00	\$ 1,375.00	\$ 48,125.00	\$ 700.00	\$ 24,500.00	\$ 1,250.00	\$ 43,750.00
*Z6	DRINKING FOUNTAIN REMOVAL AND REPLACEMENT	EACH	1	\$ 750.00	\$ 750.00	\$ 12,000.00	\$ 12,000.00	\$ 12,800.00	\$ 12,800.00	\$ 15,000.00	\$ 15,000.00
*Z7	EXPLORATORY TRENCH	EACH	4	\$ 500.00	\$ 2,000.00	\$ 2,750.00	\$ 11,000.00	\$ 900.00	\$ 3,600.00	\$ 2,500.00	\$ 10,000.00
*Z8	FLASHING BEACON, POST MOUNTED, SOLAR POWERED INSTALLATION REMOVAL AND RELOCAT	EACH	2	\$ 6,000.00	\$ 12,000.00	\$ 17,000.00	\$ 34,000.00	\$ 30,000.00	\$ 60,000.00	\$ 15,500.00	\$ 31,000.00
*Z9	FRAMES AND GRATES	EACH	25	\$ 1,000.00	\$ 25,000.00	\$ 660.00	\$ 16,500.00	\$ 440.00	\$ 11,000.00	\$ 850.00	\$ 21,250.00
*Z10	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	50	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 229.00	\$ 11,450.00	\$ 99.00	\$ 4,950.00
*Z11	INLETS, TYPE A, 7010 W/ TYPE M4 VANE GRATE	EACH	4	\$ 4,000.00	\$ 16,000.00	\$ 3,200.00	\$ 12,800.00	\$ 3,200.00	\$ 12,800.00	\$ 3,000.00	\$ 12,000.00
*Z12	ITEMS AS ORDERED BY ENGINEER	DOLLAR	50,000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
*Z13	LINE STOP, 12" WATER MAIN	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 16,500.00	\$ 33,000.00	\$ 12,600.00	\$ 25,200.00	\$ 15,000.00	\$ 30,000.00
*Z14	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	325	\$ 75.00	\$ 24,375.00	\$ 140.00	\$ 45,500.00	\$ 178.00	\$ 57,850.00	\$ 105.00	\$ 34,125.00
*Z15	PRECONSTRUCTION VIDEO TAPING	L. SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 5,185.00	\$ 5,185.00	\$ 2,400.00	\$ 2,400.00
*Z16	PROTECTION OF TREES	EACH	30	\$ 100.00	\$ 3,000.00	\$ 225.00	\$ 6,750.00	\$ 200.00	\$ 6,000.00	\$ 365.00	\$ 10,950.00
*Z17	SANITARY SEWER, PVC, 8"	FOOT	40	\$ 100.00	\$ 4,000.00	\$ 185.00	\$ 7,400.00	\$ 365.00	\$ 14,600.00	\$ 175.00	\$ 7,000.00
*Z18	STRUCTURE TO BE ADJUSTED, SPECIAL	EACH	4	\$ 1,250.00	\$ 5,000.00	\$ 1,650.00	\$ 6,600.00	\$ 1,200.00	\$ 4,800.00	\$ 1,500.00	\$ 6,000.00
*Z19	STRUCTURE TO BE RECONSTRUCTED	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 2,750.00	\$ 2,750.00	\$ 2,100.00	\$ 2,100.00	\$ 2,500.00	\$ 2,500.00
*Z20	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L. SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 12,900.00	\$ 12,900.00	\$ 12,500.00	\$ 12,500.00
*INDICATES SPECIAL PROVISION				TOTAL = \$ 1,640,770.00		TOTAL = \$ 1,748,629.75		TOTAL = \$ 1,848,960.00		TOTAL = \$ 1,621,860.25	



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 1, 2023

Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.

Subject: Bunker Hill Drive Rehabilitation
(CBBEL Project No. 070273.00148)

Dear Mr. Ganek,

On Thursday, April 27th, at 10:00 a.m. bids were received and opened for the aforementioned project. Three (3) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>
ENGINEER'S ESTIMATE	\$1,640,770.00
PLOTE CONSTRUCTION, INC.	\$1,621,860.25
SCHROEDER ASPHALT SERVICES, INC.	\$1,748,629.75
ARROW ROAD CONSTRUCTION CO.	\$1,848,960.00

Plote Construction, Inc. is the low bidder with a bid amount of \$1,621,860.25. Plote Construction, Inc. has performed satisfactory work for the Village in the past and CBBEL believes their bid to be in order. Therefore, our office recommends accepting Plote Construction, Inc.'s bid for the amount of \$1,621,860.25.

Enclosed for your review are the bid tabulations. If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

Lee M Fell, PE
Assistant Department Head, Civil Engineering Design

cc: Kevin Wilson – CBBEL (letter only)

Bunker Hill Drive Rehabilitation



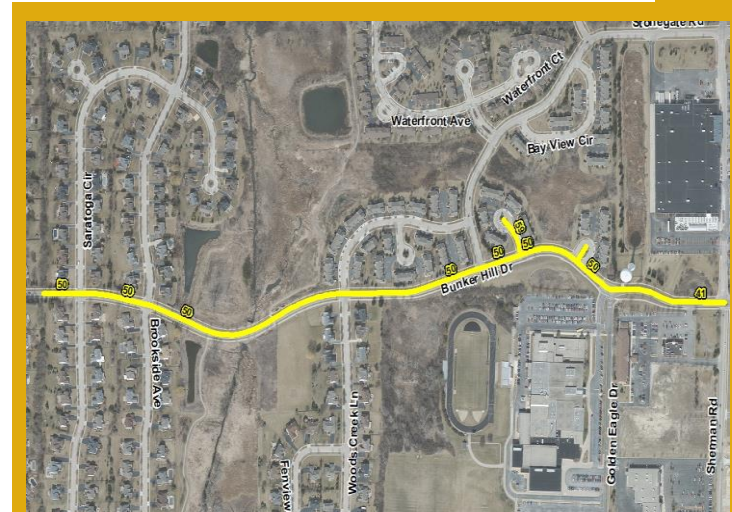
Project Information

The **Bunker Hill Drive Rehabilitation** project will replace the existing asphalt roadway, improve stormwater drainage, and evaluate concrete flatwork for repair and replacement.

Work Area: Bunker Hill Drive, from Sherman Road to Greens View Drive.

Project Schedule

Construction Year: 2023



Project Details

- Rehabilitating asphalt with the full-depth reclamation (FDR) process.
- Installing pedestrian safety features and replacing bike path from Woods Creek to Sherman.
- Selective sidewalk replacement and storm structure adjustments.

CONTACT

Cliff Ganek
Village Engineer
cliftonganek@algonquin.org



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 9, 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 Tunbridge Subdivision
Improvements to Arrow Road Construction, LLC

Attached you find my recommendation to award the bid of the Tunbridge Subdivision Improvements contract to Arrow Road Construction, LLC. We received three bids for this project, and after a thorough review and evaluation, we have determined to recommend the low bidder Arrow Road Construction (Arrow) in the amount of \$1,896,496.58.

Arrow is an experienced contractor with a proven track record of successful projects in the Chicagoland area. We worked with them most recently on the Harnish Drive Improvements in 2021 and they provided excellent service and very good quality of workmanship. One challenge on Harnish Drive was coordination with one of the subcontractors. Staff confirmed that the subcontractor in question will not be used on this project.

The Tunbridge Subdivision Improvements project involves various upgrades to the roadway, including 1.7 miles of roadway rehabilitation using the full-depth reclamation (FDR) process, selective curb, sidewalk, and apron replacement, drainage and water main improvements, and landscape restoration. This project is a crucial part of our village's infrastructure improvement plan as the existing roadway has not received treatment outside of routine maintenance in 25 years for the north section and 30 years for the south section. Staff expects the contractor to mobilize in June with a completion date in late-October.

Rebuild Illinois (RBI) funds will be used for construction of this project. The attached contract (BLR 12320) is attached and requires four (4) signed originals by the Village President and Village Clerk to be returned to IDOT.

After careful consideration staff recommends that the Committee of the Whole move this item to the Village Board to award the contract for the Tunbridge Subdivision Improvements to Arrow Road Construction, LLC. Their competitive pricing and proven experience make them the best choice for this project.

VILLAGE OF ALGONQUIN
TUNBRIDGE SUBDIVISION IMPROVEMENTS
(CBBEL PROJECT NO. 07-0273.00167)
BID TABULATION
Date: May 1, 2023

						ENGINEER'S ESTIMATE		ARROW ROAD CONSTRUCTION COMPANY		PLOTE CONSTRUCTION INC.		SHROEDER ASPHALT SERVICES. INC.	
CODE	PAY ITEM DESCRIPTION	UNIT	RBI QUANTITY	NON- PARTICIPATING QUANTITY	TOTAL QUANTITY	UNIT COST	TOTALCOST	UNIT COST	TOTALCOST	UNIT COST	TOTALCOST	UNIT COST	COST
20101200	TREE ROOT PRUNING	EACH	100	0	100	\$130.00	\$ 13,000.00	\$ 80.00	\$ 8,000.00	\$ 90.00	\$ 9,000.00	\$ 100.00	\$ 10,000.00
20200100	EARTH EXCAVATION	CU YD	118	0	118	\$90.00	\$ 10,620.00	\$ 5.00	\$ 590.00	\$ 60.00	\$ 7,080.00	\$ 45.00	\$ 5,310.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	0	100	\$45.00	\$ 4,500.00	\$ 5.00	\$ 500.00	\$ 60.00	\$ 6,000.00	\$ 40.00	\$ 4,000.00
20800150	TRENCH BACKFILL	CU YD	118	0	118	\$50.00	\$ 5,900.00	\$ 45.00	\$ 5,310.00	\$ 45.00	\$ 5,310.00	\$ 50.00	\$ 5,900.00
21301072	EXPLORATION TRENCH 72" DEPTH	FOOT	100	0	100	\$50.00	\$ 5,000.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 38.50	\$ 3,850.00
28000510	INLET FILTERS	EACH	76	0	76	\$140.00	\$ 10,640.00	\$ 150.00	\$ 11,400.00	\$ 275.00	\$ 20,900.00	\$ 200.00	\$ 15,200.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	100	0	100	\$80.00	\$ 8,000.00	\$ 5.00	\$ 500.00	\$ 40.00	\$ 4,000.00	\$ 50.00	\$ 5,000.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	1563	0	1,563	\$17.50	\$ 27,352.50	\$ 4.50	\$ 7,033.50	\$ 10.00	\$ 15,630.00	\$ 5.00	\$ 7,815.00
35200500	CEMENT	100 WT	14932	0	14,932	\$2.50	\$ 37,330.00	\$ 9.95	\$ 148,573.40	\$ 9.95	\$ 148,573.40	\$ 10.75	\$ 160,519.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	19267	0	19,267	\$1.10	\$ 21,193.70	\$ 0.01	\$ 192.67	\$ 0.01	\$ 192.67	\$ 0.01	\$ 192.67
40600990	TEMPORARY RAMP	SQ YD	1022	0	1,022	\$35.00	\$ 35,770.00	\$ 6.00	\$ 6,132.00	\$ 25.00	\$ 25,550.00	\$ 6.00	\$ 6,132.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	3102	0	3,102	\$85.00	\$ 263,670.00	\$ 76.00	\$ 235,752.00	\$ 83.00	\$ 257,466.00	\$ 80.00	\$ 248,160.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2714	0	2,714	\$95.00	\$ 257,830.00	\$ 85.00	\$ 230,690.00	\$ 84.00	\$ 227,976.00	\$ 87.00	\$ 236,118.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	14706	0	14,706	\$12.50	\$ 183,825.00	\$ 13.00	\$ 191,178.00	\$ 9.50	\$ 139,707.00	\$ 13.00	\$ 191,178.00
42400800	DETECTABLE WARNINGS	SQ FT	122	0	122	\$55.00	\$ 6,710.00	\$ 35.00	\$ 4,270.00	\$ 35.00	\$ 4,270.00	\$ 39.00	\$ 4,758.00
44000164	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4"	SQ YD	27416	0	27,416	\$6.50	\$ 178,204.00	\$ 3.35	\$ 91,843.60	\$ 3.50	\$ 95,956.00	\$ 3.00	\$ 82,248.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	4905	0	4,905	\$7.00	\$ 34,335.00	\$ 8.00	\$ 39,240.00	\$ 9.00	\$ 44,145.00	\$ 8.80	\$ 43,164.00
44000600	SIDEWALK REMOVAL	SQ FT	15073	0	15,073	\$4.00	\$ 60,292.00	\$ 1.50	\$ 22,609.50	\$ 2.00	\$ 30,146.00	\$ 1.65	\$ 24,870.45
44201765	CLASS D PATCHES, TYPE II, 10 INCH	SQ YD	871	0	871	\$120.00	\$ 104,520.00	\$ 35.00	\$ 30,485.00	\$ 105.00	\$ 91,455.00	\$ 83.50	\$ 72,728.50
*56103000	DUCTILE IRON WATER MAIN 6"	FOOT	0	22	22	\$125.00	\$ 2,750.00	\$ 275.00	\$ 6,050.00	\$ 275.00	\$ 6,050.00	\$ 305.00	\$ 6,710.00
*56103100	DUCTILE IRON WATER MAIN 8"	FOOT	0	10	10	\$120.00	\$ 1,200.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00	\$ 330.00	\$ 3,300.00
*56105000	WATER VALVES 8"	EACH	0	2	2	\$2,700.00	\$ 5,400.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,400.00	\$ 8,800.00
*56400800	FIRE HYDRANT AND VALVE TO BE MOVED	EACH	0	1	1	\$8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,800.00	\$ 8,800.00
60202405	CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	2	0	2	\$5,500.00	\$ 11,000.00	\$ 4,250.00	\$ 8,500.00	\$ 4,300.00	\$ 8,600.00	\$ 4,700.00	\$ 9,400.00
60238800	INLETS, TYPE A	EACH	2	0	2	\$1,800.00	\$ 3,600.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,300.00	\$ 6,600.00
60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	0	2	\$3,500.00	\$ 7,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00
60609200	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.12	FOOT	4905	0	4,905	\$40.00	\$ 196,200.00	\$ 41.50	\$ 203,557.50	\$ 43.00	\$ 210,915.00	\$ 44.20	\$ 216,801.00
67100100	MOBILIZATION	L SUM	1	0	1	\$55,000.00	\$ 55,000.00	\$ 105,000.00	\$ 105,000.00	\$ 90,000.00	\$ 90,000.00	\$ 28,000.00	\$ 28,000.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	60	0	60	\$550.00	\$ 33,000.00	\$ 1,150.00	\$ 69,000.00	\$ 1,200.00	\$ 72,000.00	\$ 1,265.00	\$ 75,900.00
*X1200160	CONNECTION TO EXISTING DRAINAGE STRUCTURE	EACH	1	0	1	\$800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00
*X1200293	DUCTILE IRON FITTINGS	LB	0	422	422	\$50.00	\$ 21,100.00	\$ 7.00	\$ 2,954.00	\$ 7.00	\$ 2,954.00	\$ 7.70	\$ 3,249.40
*X5630708	CONNECTION TO EXISTING WATER MAIN 8"	EACH	0	3	3	\$4,500.00	\$ 13,500.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00	\$ 2,750.00	\$ 8,250.00
*XX002260	STRUCTURES TO BE REMOVED	EACH	4	0	4	\$500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 550.00	\$ 2,200.00
*XX006698	TREE PROTECTION AND PRESERVATION	EACH	50	0	50	\$45.00	\$ 2,250.00	\$ 150.00	\$ 7,500.00	\$ 360.00	\$ 18,000.00	\$ 185.00	\$ 9,250.00
*Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1250	0	1,250	\$35.00	\$ 43,750.00	\$ 3.00	\$ 3,750.00	\$ 10.00	\$ 12,500.00	\$ 10.00	\$ 12,500.00
*Z0056644	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 8"	FOOT	105	0	105	\$190.00	\$ 19,950.00	\$ 100.00	\$ 10,500.00	\$ 100.00	\$ 10,500.00	\$ 110.00	\$ 11,550.00
*Z1	6" PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	1578	0	1,578	\$85.00	\$ 134,130.00	\$ 108.00	\$ 170,424.00	\$ 102.00	\$ 160,956.00	\$ 108.00	\$ 170,424.00
*Z2	FRAMES AND GRATES	EACH	15	0	15	\$1,000.00	\$ 15,000.00	\$ 650.00	\$ 9,750.00	\$ 650.00	\$ 9,750.00	\$ 715.00	\$ 10,725.00
*Z3	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	10	0	10	\$650.00	\$ 6,500.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,650.00	\$ 16,500.00
*Z4	FULL-DEPTH RECLAMATION	SQ YD	28543	0	28,543	\$8.00	\$ 228,344.00	\$ 3.87	\$ 110,461.41	\$ 4.20	\$ 119,880.60	\$ 4.40	\$ 125,589.20
*Z5	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	250	0	250	\$85.00	\$ 21,250.00	\$ 125.00	\$ 31,250.00	\$ 40.00	\$ 10,000.00	\$ 34.00	\$ 8,500.00
*Z6	PRECAST REINFORCED CONCRETE FES REMOVAL AND REPLACEMENT, 12"	EACH	1	0	1	\$1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00
*Z7	PRECAST REINFORCED CONCRETE FES REMOVAL AND REPLACEMENT, 15"	EACH	1	0	1	\$2,000.00	\$ 2,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,300.00	\$ 2,300.00	\$ 2,475.00	\$ 2,475.00
*Z8	PRECAST REINFORCED CONCRETE FES REMOVAL AND REPLACEMENT, 24"	EACH	1	0	1	\$2,300.00	\$ 2,300.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00
*Z9	PRECAST REINFORCED CONCRETE FES REMOVAL AND REPLACEMENT, 27"	EACH	1	0	1	\$2,700.00	\$ 2,700.00	\$ 2,750.00	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
*Z10	SAW AND SEAL CONCRETE CURB	EACH	400	0	400	\$15.00	\$ 6,000.00	\$ 40.00	\$ 16,000.00	\$ 20.00	\$ 8,000.00	\$ 44.00	\$ 17,600.00
*Z11	STONE RIPRAP, CLASS A3 REMOVAL AND REPLACEMENT	SQ YD	50	0	50	\$150.00	\$ 7,500.00	\$ 175.00	\$ 8,750.00	\$ 175.00	\$ 8,750.00	\$ 195.00	\$ 9,750.00
*Z12	STORM SEWER POINT REPAIR, 12"	FOOT	10	0	10	\$350.00	\$ 3,500.00	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00	\$ 140.00	\$ 1,400.00
*Z13	STORM SEWER POINT REPAIR, 15"	FOOT	10	0	10	\$400.00	\$ 4,000.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 165.00	\$ 1,650.00
*Z14	STORM SEWER POINT REPAIR, 24"	FOOT	10	0	10	\$550.00	\$ 5,500.00	\$ 175.00	\$ 1,750.00	\$ 200.00	\$ 2,000.00	\$ 195.00	\$ 1,950.00
*Z15	STORM SEWER POINT REPAIR, 27"	FOOT	10	0	10	\$650.00	\$ 6,500.00	\$ 200.00	\$ 2,000.00	\$ 300.00	\$ 3,000.00	\$ 220.00	\$ 2,200.00
*Z16	STRUCTURES TO BE RECONSTRUCTED WITH NEW LID, CONE, FRAME AND GRATE	EACH	2	0	2	\$900.00	\$ 1,800.00	\$ 2,750.00	\$ 5,500.00	\$ 2,800.00	\$ 5,600.00	\$ 3,000.00	\$ 6,000.00
*Z17	SUMP PUMP RISER	EACH	1	0	1	\$2,000.00	\$ 2,000.00	\$ 1,750.00	\$ 1,750.00	\$ 1,800.00	\$ 1,800.00	\$ 1,950.00	\$ 1,950.00
*Z18	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	0	1	\$44,000.00	\$ 44,000.00	\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
						TOTAL =	\$ 2,190,016.20	TOTAL =	\$ 1,896,496.58	TOTAL =	\$ 1,984,662.67	TOTAL =	\$ 1,948,667.22

*INDICATES SPECIAL PROVISION
DENOTES ERROR



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 1, 2023

Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.

Subject: Tunbridge Subdivision Improvements
(CBBEL Project No. 070273.00167)

Dear Mr. Ganek,

On Thursday, April 27th, at 10:00 a.m. bids were received and opened for the aforementioned project. Three (3) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>
ENGINEER'S ESTIMATE	\$2,190,016.20
PLOTE CONSTRUCTION, INC.	\$1,984,662.67
SCHROEDER ASPHALT SERVICES, INC.	\$1,948,667.22
ARROW ROAD CONSTRUCTION CO.	\$1,896,496.58

Arrow Road Construction Co. is the low bidder with a bid amount of \$1,896,496.58. Arrow Road Construction Co. has performed satisfactory work in the past and CBBEL believes their bid to be in order. Therefore, our office recommends accepting Arrow Road Construction Co.'s bid for the amount of \$1,896,496.58.

Enclosed for your review are the bid tabulations. If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

Lee M Fell, PE
Assistant Department Head, Civil Engineering Design

cc: Alex Househ, PE – IDOT (w/enclosed)
Gerardo Fierro – IDOT (w/enclosed)
Kevin Wilson – CBBEL (letter only)



Contractor's Name

Arrow Construction Company

Contractor's Address

1445 Oakton Street

City

Elk Grove Village

State

IL

Zip Code

60007

STATE OF ILLINOIS

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

23-00096-00-RS

Street Name/Road Name

Tunbridge Subdivision Improvements

Type of Funds

Local/RBI

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Village President

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Algonquin	Tunbridge Subdivision Improvements	McHenry	23-00096-00-RS

1. THIS AGREEMENT, made and concluded the 16th day of May between the Village
Day Month and Year Local Public Agency Type
of Algonquin, known as the party of the first part, and Arrow Construction Company,
Local Public Agency Contractor
its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 23-00096-00-RS
Section Number
in Village of Algonquin, approved by the Illinois Department of Transportation on _____, are essential
Local Public Agency Date
documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Algonquin
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

Arrow Road Construction Company

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)

Instructions for BLR 12320 - Page 1 of 2
Instructions are not to be submitted with the form.

This form shall be used to execute Local Public Agency (LPA) contracts. The successful bidder must complete this form for formal contract proposals. Refer to Chapter 12 of the Bureau of Local Roads and Streets Manual (BLRS) for more information. For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

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

Contractor's Name	Insert Contractor's name.
Contractor's Address	Insert Contractor's address.
Local Public Agency	Insert the name of the LPA.
County	Insert the name of the County in which the LPA is located.
Section Number	Insert the section number assigned to this project without dashes.
Street Name/Road Name	Insert the name of the street/road on which the project is located. For projects that include several streets or routes insert various.
Type of Funds	Insert the type of funds being used to fund this project.
For a County and Road District Project	
Highway Commissioner Signature	For a Road District Project the Highway Commissioner shall sign and date here.
County Engineer/Superintendent of Highways	For a road district project or county project, the County Engineer/Superintendent of Highways shall sign and date here.
For a Municipal Project	
Signature and Date	For a Municipal project the appropriate municipal official shall sign and date here.
Official Title	Insert the title of the official who signed above.
Department of Transportation	
Regional Engineer Signature & Date	Upon a limited review the Regional Engineer shall sign and date here.

#1

Day	Insert the Day the contract is made between the two parties.
Month, Year	Insert the month and year that corresponds to the date listed to the left.
Local Public Agency Type	From the drop-down, select the LPA type.
Local Public Agency	Insert the name of the LPA.

#3

Section Number	Insert the section number without dashes that applies to this project.
Local Public Agency	This field is automatically completed based on previous entries.
Date	Insert the date the documents for bidding were approved by IDOT.

#4

Local Public Agency Type	From the drop-down list, select the LPA type.
Local Public Agency	Insert the name of the local public agency.

Instructions for BLR 12320 - Page 1 of 2

Signatures

Local Public Agency Clerk

LPA Clerk shall sign, seal and date here.

Seal

The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.

By:

The awarding authority duly designated contracting official must sign and date here.

If a corporation

Corporate Name

If a corporation, insert the name of the corporation, followed by the signature of the corporate president with the date of signature.

Attest

The secretary of the corporation shall sign and date here.

If a partnership

Partner Signature

If a partnership, the first partner must sign and date here. The second partner must sign and date the line below.

Party of the Second Part

If a partnership insert the name of the corporation.

If an Individual

If an individual the successful bidder shall sign and date here.

A minimum of four (4) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

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

Local Public Agency Clerk

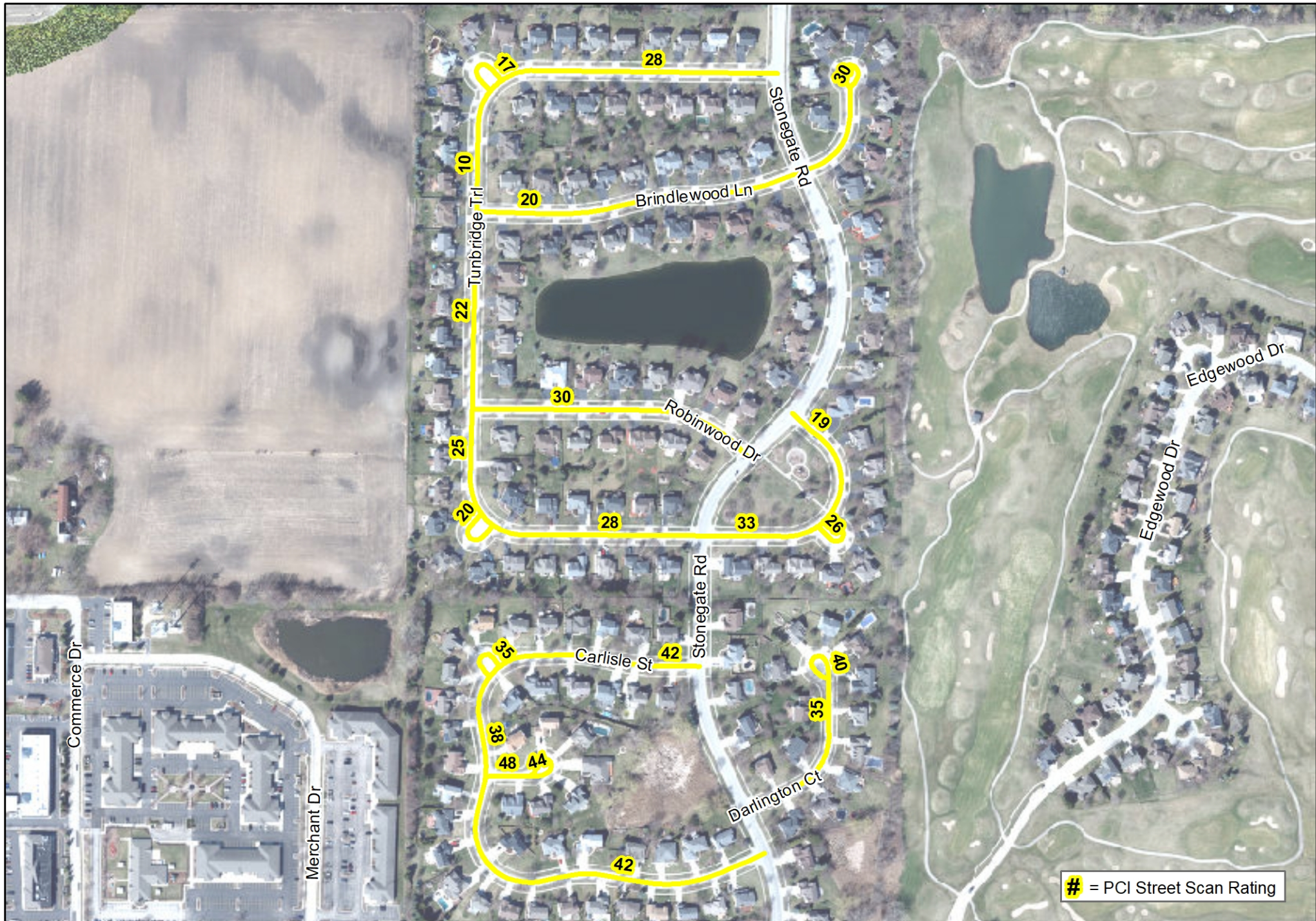
Successful Bidder

Engineer (Municipal, Consultant or County)

District File

Tunbridge

1.72 Miles





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 9, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

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

SUBJECT: Recommendation to Utilize Rebuild Illinois (RBI) Funds and
Execute a Joint Funding Agreement with the Illinois Department
of Transportation for the Tunbridge Subdivision Improvements

Attached is a Resolution (BLR 09110) for Improvements Under the Illinois Highway Code to utilize Rebuild Illinois (RBI) funds for the Tunbridge Subdivision Improvements. In 2019, the Rebuild Illinois Plan allocated funds to agencies and municipalities throughout the State to be used toward various infrastructure projects. The Village received five installments to date, all of which must be expended by 2025. The funds must be put toward bondable capital projects. Tunbridge Subdivision Improvements qualifies and is an ideal candidate for these funds.

The Village has \$1,980,149.64 remaining RBI funds after the final installment was received last year. The total cost of RBI-eligible funds on Tunbridge Subdivision Improvements is \$1,860,992.58. Staff recommends using the RBI funds and executing a Resolution (BLR 09110) to cover the eligible bid amount for construction for the Tunbridge Subdivision Improvements this fiscal year. The remaining \$119,157.06 RBI funds may be used for construction oversight of Tunbridge Subdivision.

Staff also attached a Joint Funding Agreement for Construction Work (BLR 0531C) with IDOT showing the breakdown of funds between State (RBI) and Local funds. Three (3) signed originals and a Resolution are required to be sent to IDOT for execution.

Staff recommends that the Committee of the Whole move this item to the Village Board to authorize the implantation of the remaining Rebuild Illinois funds and execute a Joint Funding Agreement with the State of Illinois for Tunbridge Subdivision Improvements.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

23-00096-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Algonquin

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Tunbridge Trail	0.49	0101, 0098	Stonegate Road	Stonegate Road
Robinhood Drive	0.14	0097	Tunbridge Trail	Stonegate Road
Brindlewood Lane	0.17	0096	Tunbridge Trail	Stonegate Road
Carlisle Street	0.36	4160	Stonegate Road	Stonegate Road
Burnham Court	0.04	4165	Carlisle Street	Terminus
Darlington Court	0.1	4170	Stonegate Road	Terminus
Tunbridge Court	0.12	0098	Stonegate Road	Stonegate Road
Brindlewood Court	0.06	0108	Stonegate Road	Terminus

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
N/A				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The work includes 3.75" milling, full-depth reclamation with cement to a depth of 10" for base stabilization, and a new 1.75" HMA surface course over 2" HMA binder course on the above named roadways. The project also includes spot curb and gutter replacement, sidewalk and driveway replacement, and utility improvements.

2. That there is hereby appropriated the sum of ONE MILLION EIGHT HUNDRED SIXTY THOUSAND NINE

HUNDRED NINETY TWO DOLLARS & FIFTY EIGHT CENTS Dollars (\$1,860,992.58) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Fred Martin

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Algonquin

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Algonquin

Governing Body Type

Name of Local Public Agency

at a meeting held on

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

Month, Year



(SEAL, if required by the LPA)

Resolution for Improvement Under the Illinois Highway Code

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Algonquin	McHenry	23-00096-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
Rebuild Illinois (RBI)		N/A	

Construction

State Job Number	Project Number

☐ State-Let Construction ☒ Locally Let Construction ☒ Construction Engineering ☒ Utilities ☐ Railroad Work

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
See attached				

Location Termini

Current Jurisdiction	Existing Structure Number(s)	Add Location
Local	N/A	Remove

PROJECT DESCRIPTION

The work includes 3.75" milling, full-depth reclamation with cement to a depth of 10" for base stabilization, and a new 1.75" HMA surface course over 2" HMA binder course on the above named roadways. The project also includes spot curb and gutter replacement, sidewalk and driveway replacement, and utility improvements.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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

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

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☐ METHOD C - LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

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

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input checked="" type="checkbox"/>	4.	Scope of Phase III Services

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

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Clifton Ganek

Title of Official

Village Engineer

Signature

Date

--	--

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

DUNS Number _____

UEI _____

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

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

Date

--	--

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

Date

--	--

Yangsung Kim, Chief Counsel

Date

--	--

Vicki Wilson, Chief Fiscal Officer

Date

--	--

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

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



ADDENDA NUMBER 2

Village of Algonquin	McHenry	23-00096-00-RS		
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DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction				State Funds	\$1,860,992.58	100%				\$1,860,992.58
Non-Participating Construction							Local	\$35,504.00	100%	\$35,504.00
Construction Engineering				State Funds	\$119,157.06	*	Local	\$49,014.94	*	\$168,172.00
							</			

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

Funding amount is based on the executed Construction Engineering contract and remaining RBI funds; Phase III scope of services attached as Addenda Number 4

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.

Instructions for BLR 05310C Page 1 of 4

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

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).
ITEP, SRTS, HSIP, Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are: Bi-State Bi-State Regional Commission CMAP Chicago Metropolitan Planning Organization CUUATS Champaign/Urbana Urban Area Transportation Study DATS Danville Area Transportation Study DMATS Dubuque DSATS DeKalb/Sycamore Area Transportation Study DUATS Decatur Urbanized Area Transportation Study EWGCG East-West Gateway Council of Governments KATS Kankakee Area Transportation Study MCRPC McLean County Regional Planning Commission PPUATS Peoria/Pekin Urban Area Transportation Study RPC Region 1 Planning Council SATS Springfield Area Transportation Study SEMPO South East Metropolitan Planning Organization SIMPO Southern Illinois Metropolitan Planning Organization SLATS State Line Area Transportation Study
MPO Tip Number	Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
State-Let Construction	Check this box if the construction portion of this project will be on a state held letting.
Locally Let Construction	Check this box if the construction portion of this project will be on a locally held letting.
Construction Engineering	Check this box if the construction portion of this project will involve construction engineering.
Utilities	Check this box if the construction portion of this project will involve utility work.
Railroad Work	Check this box if the construction portion of this project will involve railroad work.
Location	Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.

Instructions for BLR 05310C Page 2 of 4

Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

For State-Let Construction Projects

Addenda

Within the addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

1. Location Map — Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost — Insert the division of cost age (see separate instructions for completing this document).
3. LPA Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Addendum 3. If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.
4. IDOT Fiscal Approval Signature Page.

Approved

Local Public Agency	The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number https://sam.gov/content/duns-uei).
Illinois Dept. of Transportation	The appropriate IDOT official shall sign and date here.

Division of Cost Table

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.

Lump-sum to be utilized second not to exceed \$20,000 EDP funds.

Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed \$100,000.
Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Division of Cost Table

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	Choose the type of LPA funds from the drop-down.
Fund Type	Insert the amount of LPA funds for the type of listed under fund type.
Amount	Insert the percentage of LPA funds for this type.
%	
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

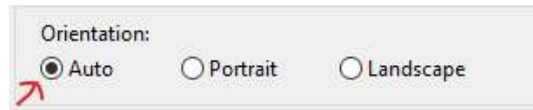
A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file
Bureau of local Roads Central Office (2)

Instructions for BLR 05310C Page 3 of 4

Printing Instructions

For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.



Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

WHEREAS, the [city, village, town, county] of _____ is proposing to _____.

WHEREAS, the above stated 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 (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the {Board}:

Section 1: The {Board} hereby appropriates \$_____, _____ or as much as may be needed to match the required funding to complete the proposed improvement from {Local fund source} and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The {Local Official or delegate} 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 _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District ___ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, 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 _____ at its meeting on the _____ day of _____, 20__.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

(seal)

Name of Street(s)/Road(s)	Length (miles)	Key Route	From	To	Stationing From	Stationing To
TUNBRIDGE TRAIL	0.49	7-0101, 7-0098	STONEGATE ROAD	STONEGATE ROAD	0.00, 0.00	0.38, 0.14
ROBINWOOD DRIVE	0.14	7-0097	TUNBRIDGE TRAIL	STONEGATE ROAD	0.00	0.15
BRINDLEWOOD LANE	0.17	7-0096	TUNBRIDGE TRAIL	STONEGATE ROAD	0.00	0.18
CARLISLE STREET	0.36	7-4160	STONEGATE ROAD	STONEGATE ROAD	0.00	0.36
BURNHAM COURT	0.04	7-4165	CARLISLE STREET	TERMINUS	0.00	0.04
DARLINGTON COURT	0.10	7-4170	STONEGATE ROAD	TERMINUS	0.00	0.10
TUNBRIDGE COURT	0.12	7-0098	STONEGATE ROAD	STONEGATE ROAD	0.14	0.26
BRINDLEWOOD COURT	0.06	7-0108	STONEGATE ROAD	TERMINUS	0.00	0.07

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.



Village of Algonquin

Police Department



-MEMORANDUM-

DATE: May 4, 2023
TO: Tim Schloneger, Village Manager
FROM: Dennis Walker, Chief of Police
SUBJECT: Intergovernmental Agreement between District 300 & the Village of Algonquin

Attached for your review is the Police Liaison Program Intergovernmental Agreement between Community Unit School District 300 and the Village of Algonquin.

If approved, this IGA will begin with the 2023-2024 school year and define the duties, responsibilities and costs associated with placement of one School Resource Officer at Algonquin Middle School and one at Westfield Community School. In addition to the original agreement, this IGA includes wording mandating School Resource Officers shall satisfy all state required training.

The wording and intention is identical to the IGA used for the School Resource Officer position at H.D. Jacobs High School and like that agreement, will automatically renew annually.

I respectfully request the Committee of the Whole consider this agreement and send to the Village Board for approval.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COMMUNITY UNIT SCHOOL DISTRICT NO. 300 AND
THE VILLAGE OF ALGONQUIN
EXTENDING THE POLICE SCHOOL RESOURCE OFFICER PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the Board of Education of Community Unit School District No. 300 (hereinafter called "School District 300"), Kane, McHenry, Cook, and DeKalb Counties, and the Village of Algonquin, (hereinafter called the "Village").

WHEREAS, both the Village of Algonquin and School District 300 desire to have a Village of Algonquin Law Enforcement Officer assigned to serve as a School Resource Officer at Jacobs High School, Algonquin Middle School, and Westfield Middle School (the "Schools") to maintain a more personal relationship between law enforcement agents and students in the school, assist in educational programs, protect the students and the school from theft, vandalism, trespassing, and deal more effectively with juvenile offenses; and

WHEREAS, the other schools in School District 300 have engaged in similar agreements with their host municipalities for a School Resource Officer; and

WHEREAS, both School District 300 and the Village of Algonquin want to continue the productive relationship established through the School Resource Officer program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth in this Agreement, the parties hereto agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this Agreement as though fully set forth herein.

SECTION 2: THE SCHOOL RESOURCE OFFICER PROGRAM

2.0 Provide Village Law Enforcement Officers to School District 300 for Interview

This program IN PART involves the selection of a Village Law Enforcement Officer for assignment to Jacobs High School, Westfield Middle School and Algonquin Middle School as a School Resource Officer ("School Resource Officer") for the period of the school year as defined herein.

The Village will provide to School District 300 ONE OR MORE qualified Law Enforcement Officers who are in good standing with the Village to interview for the position of School Resource Officer at the Schools. A joint Committee comprised of personnel designated by School District 300 and the Village of Algonquin Police Department shall decide which Law Enforcement Officer (s) would best meet the requirements and criteria of School District 300 for its School Resource Officer. The candidates for School Resource Officer will be considered on the following criteria and desired qualifications for interview:

- Certified Law Enforcement Officer
- Be certified by the State of Illinois to perform the duties of a School Resource Officer before assignment.

- Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of the start of assignment).
- Trained in gang resistance and alcohol/drug resistance curricula;
- Verbal, written, and interpersonal skills, including public speaking;
- Knowledge of, and experience in, matters involving cultural diversity;
- Educational background/experience; and
- Two (2) years of Law Enforcement service and also must be able to function as a strong role model.

2.1 Assignment of Village Law Enforcement Officers to School District 300

The Village shall assign to School District 300 the Law Enforcement Officer or Officers chosen by the Committee to act as the School Resource Officer. The Village Law Enforcement Officer serving as School Resource Officer will at all times remain an employee of the Village and all personnel rules applicable to said Village Law Enforcement Officer shall continue to apply to the Law Enforcement Officer and the Law Enforcement Officer will at all times abide by all personnel rules of the Village of Algonquin and the applicable Collective Bargaining Agreement even when serving as School District 300's School Resource Officer. As an employee of the Village and not the School District, the Village Law Enforcement Officer shall not be entitled to any benefits that the School District provides to its employees. The scope of the School Resource Officer's duties and responsibilities may be changed or

redefined at any time when agreed upon by both the Village Chief of Police and School District 300.

2.2 Duties and Responsibilities of School Resource Officer

The Village Law Enforcement Officer assigned to School District 300 as its School Resource Officer shall have the following duties and responsibilities at the Schools:

Educational Responsibilities

1. Work cooperatively with the building administration and staff to plan and schedule appropriate lessons in topics including, but not limited to gang/violence and drug and alcohol resistance education.
2. Provide training for faculty and staff on the role of the School Resource Officer as

School Resource Officer Responsibilities

1. Promote a positive relationship and enhance communications between School Resource Officer and students, faculty, and staff at School District 300.
2. Interact with students as a positive role model.
3. Work collaboratively with the administrators to arrange and participate in parent/community education sessions.
4. Work collaboratively with administrators and counselors to develop strategies for dealing with behaviorally at-risk students.
5. Establish a working relationship with behaviorally at-risk students.

Security Responsibilities

1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.

2. Meet with building administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
3. Follow building and School District 300 behavior policies.
4. Enforce all Federal, State, and Municipal statutes and ordinances and refer all school discipline matters to the proper administrator.
5. Assist school staff in the event of an emergency.

2.3 Evaluation of the Program

At least once a year, the School District 300 Director of School Safety, the Principals of Jacobs High School, Westfield Community School, and Algonquin Middle School, and a designated representative of the Village of Algonquin Police Department shall meet to discuss and evaluate the Program.

SECTION 3: COST

School District 300 will reimburse the Village for 66% of the cost of each School Resource Officer as invoiced by the Village, which percentage may be reviewed, modified and/or changed by mutual agreement on an annual basis, or at any time a School Resource Officer is replaced, to reflect any cost change of compensating the Village for its Law Enforcement Officer. Any overtime costs incurred by the Village as a result of the School Resource Officer attending school-related or extracurricular activities will be the responsibility of School District 300 and will be paid to the Village by School District 300.

At the Village's discretion, the School Resource Officer shall have available for use while on duty a personal vehicle or a Village police vehicle. If a personal vehicle is used while on school business, the School Resource Officer will be compensated at the prevailing District rate for

mileage. If a Village police vehicle is made available, the District will pay the Village \$100 per month as a vehicle allowance in lieu of mileage reimbursement. Vehicle reimbursement will be reflected in the Village's invoices to the District. The District will pay its share of the invoiced costs in two equal installments no later than January 15th and June 15th of each year of the agreement.

SECTION 4: TERM

This Agreement for shall be in full force and effective from the day teachers return in August based on the district school calendar for the current year and end on the last day of student attendance based on the district school calendar the following May (The school calendar can be adjusted if emergency days are used). Thereafter, this Agreement shall automatically be renewed annually, subject to the reimbursement agreement, for the time period detailed in the board-approved school district calendar, beginning the day Teachers return to work and ending on the last day of student attendance.

Either party may terminate this Agreement at any time during the Term by providing the other party thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement at any time by mutual consent and written agreement.

SECTION 5: LIABILITY RESPONSIBILITY AND AUTHORITY

5.0 School District 300

Except to the extent prohibited by law and without waiving any and all of its defenses, including those pursuant to the Illinois Local Government and Government Employee's Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, School District 300 shall be liable for all losses, claims, demands, liens, damages, penalties, interest, and costs and expenses related to the acts,

errors, or omissions of School District 300, its officers, officials, agents, volunteers and employees, including any breach hereunder, during the Term of this Agreement.

School District 300 shall indemnify, hold harmless, and defend the Village, its officers, servants, agents and employees against any and all liability, loss, costs, damages, expenses, claims or actions including attorney's fees, which the Village, its officers, servants, agents or employees may hereinafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of School District 300, its officers, servants, agents, or employees in the execution, performance, or failure to perform its obligations pursuant to this Agreement adequately.

5.1 The Village

Except to the extent prohibited by law and without waiving any and all of its defenses, including those pursuant to the Illinois Local Government and Government Employee's Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, the Village shall be liable for all losses, claims, demands, liens, damages, penalties, interest, and costs and expenses related to the acts, errors, or omissions of the Village, its officers, officials, agents, representatives and employees, including any breach hereunder, during the Term of this Agreement.

The Village shall indemnify, hold harmless, and defend School District 300, its officers, servants, agents and employees against any and all liability, loss, costs, damages, expenses, claims or actions including attorney's fees, which School District 300, its officers, servants, agents or employees may hereinafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the Village, its officers, servants, agents, or employees in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

5.2 Nothing contained in Section 5 or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to School District 300 or the Village under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

SECTION 6: INSURANCE REQUIREMENTS.

The Village shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement.

6.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability - Occurrence form; names the district as additional insured on a primary and non-contributory basis. Coverage must be included for sexual abuse and molestation.
- (2) Automobile Liability; names the district as additional insured on a primary and non-contributory basis.
- (3) Police Professional Liability / Errors and Omissions policy; names the district as additional insured on a primary and non-contributory basis.
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.
- (5) Umbrella or Excess Liability policy; provides follow form coverage to the above listed policies.

6.2 Minimum Limits of Insurance. The Village shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 per occurrence with a \$1,000,000 aggregate for bodily injury, personal injury, and property damage.

- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Law Enforcement Professional Liability: \$1,000,000 per occurrence with a \$1,000,000 aggregate liability limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation statutory limits as required by the Labor Code of the State of Illinois, and Employers' Liability limits of \$1,000,000 Each Accident/\$1,000,000 Disease - Each Employee / \$1,000,000 Disease - Policy Limit.
- (5) Umbrella or Excess Liability Coverage: \$7,000,000 per occurrence limit with a \$7,000,000 aggregate.

6.3 Deductibles and Self-Insured Retentions. The Village's respective obligation hereunder may be satisfied through a self-insurance trust maintained by the Village or its designee.

6.4 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Workers' Compensation and Employers' Liability Coverage:
The Village's insurer shall agree to waive all rights of subrogation against the District, its elected officials, officers, employees, subcontractors and/or agents for losses arising out of this Agreement
- (2) All Coverages
Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the other party.
- (3) Certificate of Insurance
Upon request, each party shall furnish the other with Certificates of Insurance evidencing the coverage required by this Agreement, that are signed by a person authorized by that insurer to bind coverage on its behalf. Each party reserves the right to request full, certified copies of the insurance policies.

In the event of the expiration of the policy period for any one or more of the insurance policies, each party shall promptly furnish the other with current Certificates of Insurance evidencing its continued coverage as required by this Agreement.

SECTION 7: RECIPROCAL REPORTING AND STUDENT RECORDS

7.0 Reciprocal Reporting

The Village and School District 300 shall share information as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, as amended, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as amended, and as set forth in the Agreement for Reciprocal Reporting and Cooperation between School District 300 and the Village.

7.1 Student Records

For purposes of the Illinois School Student Records Act, 105 ILCS 10/2, and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), the School Resource Officer shall be considered a school official and agent of School District 300. As such, the School Resource Officer shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The School Resource Officer shall keep all student records confidential. The School Resource Officer shall disclose student records only in circumstances and in a manner authorized by State and federal law.

Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of the School Resource Officer shall be deemed the reports of a law enforcement professional and shall not be

considered a student record. 105 ILCS 10/2(d). For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), the School Resource Officer designated to work with School District 300 pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by School Resource Officer for the purpose of law enforcement shall not be considered educational records.

SECTION 8: GENERAL PROVISIONS

8.0 Amendment or Modification to the Agreement

Any terms or conditions of this Agreement may be deleted or altered only by written amendment or modification to this Agreement, duly executed by the Village and School District 300.

8.1 Good Faith

Both the Village and School District 300 have an obligation to perform its respective duties under this Agreement in good faith.

8.2 Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

8.3 Interpretation

Any headings of the Agreement are for convenience of reference only and do not define or limit

the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

8.4 Assignment

Neither party hereto may assign its respective rights or duties hereunder.

8.5 No Third Party Beneficiaries

No other person or party shall be or be deemed to be a third-party beneficiary to this Agreement.

8.6 Waiver of Breach

If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.

8.7 Merger Clause - Integration

This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No subsequent amendment or modification of the Agreement shall be effective unless reduced to writing and executed by the parties in accordance with Section 8.0 herein.

8.8 Compliance with all Laws

The Village and School District 300 shall at all times observe and comply with the laws, ordinances, regulations and codes of Federal, State, County and other local governments and

agencies, which may in any manner affect the performance of this Agreement.

8.9 Governing Law - Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Kane, Illinois.

8.10 Corporate Authority

Each party represents and warrants that the person whose name appears on the signature page below has of has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party.

IN WITNESS WHEREOF, the Board of Education of Community Unit School District No.

300 and the Village of Algonquin have caused this Agreement to be executed on their behalf and

attested by their duly authorized officers, all on the day(s) herein set forth.

DATED this _____ day of _____, 2023.

COMMUNITY UNIT SCHOOL DISTRICT NO. 300

By: _____

Its: Chief Financial Officer

Date: _____

VILLAGE OF ALGONQUIN

By: _____

Its: _____

Date: _____