

AGENDA  
COMMITTEE OF THE WHOLE  
April 24, 2018  
2200 Harnish Drive  
Village Board Room  
- AGENDA -  
7:30 P.M.

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

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation** (*Persons wishing to address the Committee on an item on this agenda must register with the Chair prior to roll call.*)
3. **Community Development**
  - A. Presentation by a5 Branding and Digital, Update on Algonquin Marketing Plan Project
  - B. Consider a Special Event Permit for Art on the Fox June 16 and June 17, 2018
  - C. Consider an Intergovernmental Agreement with Chicago Metropolitan Agency for Planning for a Local Technical Assistance Grant
  - D. Consider a Special Use Permit for Ombudsman Educational Services, 2651 W. Algonquin Road
  - E. Consider a Re-zoning and Final Plat of Subdivision for Meyer Material, Northeast of Route 31 / Klasen Road
4. **General Administration**
  - A. Consider an Agreement with GovTemps for Economic Development Services
5. **Public Works & Safety**
  - A. Consider an Illinois Department of Transportation Resolution Allowing the Allocation of Expenditures of Motor Fuel Tax Funds for the Purpose of Maintaining Streets and Highways
  - B. Consider an Agreement with Precision Pavement Marking for Pavement Marking Services
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

**– M E M O R A N D U M –**

DATE: April 24, 2018

TO: Tim Schloneger, Village Manager

FROM: Ben Mason, Senior Planner

SUBJECT: **Application for Public Event License – Village of Algonquin’s Public Arts Commission’s Art on the Fox**

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The Village of Algonquin’s Public Arts Commission (co-sponsored with the Village of Algonquin) has applied for a Public Event License for Saturday, June 16, 2018 and Sunday, June 17, 2018. The event would be the 11<sup>th</sup> annual “Art on the Fox” fine art show taking place at Riverfront Park from the hours of 10:00am to 5:00pm and will be open to the public. Revenue from the event will be used to cover expenses to host the event and the remainder will be added to the Village’s Public Art Fund.

The event has taken place in the same manner for the past ten years without any issues. This year there is a request for amplified music at the gazebo thus requiring the Board’s approval. The organizer is also requesting assistance from the Algonquin Police and Police Explorers to patrol the park overnight. Finally, the organizer is requesting the assistance of one Public Works staff member on Sunday at 6:00pm to assist with the packing up and storage of the event supplies.

I would like to request that this event be scheduled for review on the April 24, 2018 Committee of the Whole meeting agenda. Staff will be present to answer any questions the Committee may have. An overview of Riverfront Park has been provided to show the layout of the event.



Artist Parking –  
Bill Stone Studio

Artist Parking –  
Learning Tree

Portable  
Toilets and  
Handwash  
Station

**2018**  
**Algonquin's**  
**Art on the Fox**  
**– Event Layout**

Artist Booths,  
Registration,  
Music

Artist Booths

# ART *on the* FOX

Saturday and Sunday Father's Day Weekend  
Riverfront Park - North Harrison



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**facebook**



For more information, please visit our website [www.artonthefox.com](http://www.artonthefox.com)





**VILLAGE OF ALGONQUIN**  
COMMUNITY DEVELOPMENT DEPARTMENT

**– M E M O R A N D U M –**

DATE: April 24, 2018

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Local Technical Assistance Grant – Algonquin-Cary Subarea Plan**

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Grant Award

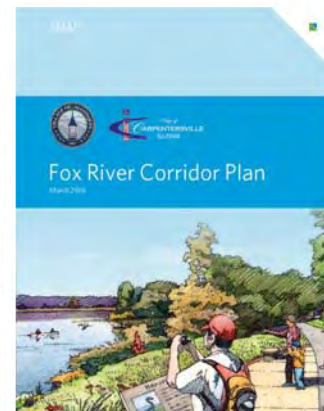
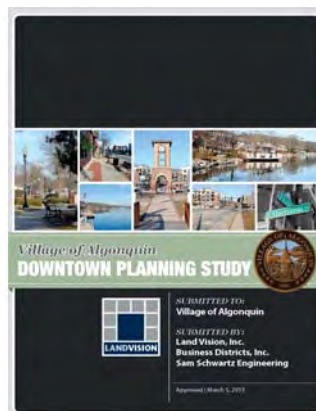
Staff is pleased to report that our village has received a Local Technical Assistance grant award from the Chicago Metropolitan Agency for Planning (CMAP). The village partnered with the Village of Cary to obtain this grant, which will consist of CMAP providing staff assistance to do a subarea plan for the area generally located between our two municipalities' downtowns, bounded on the east by the Fox River and by IL Rt. 31 on the west.

The overall goal for the Algonquin-Cary Subarea Plan is to establish a long term vision for several large quarry sites and the surrounding areas, to identify desired land use and development concepts. Enclosed is a project overview provided by CMAP which includes a map of the study area. The Village of Cary shares Algonquin's interest to see this general area develop with strong bicycle and pedestrian connections, that would also include linkages to our respective downtown business districts.

CMAP LTA Program

CMAP continues to seek local municipal planning initiatives to fund that support the themes of their GO TO 2040 Plan, specifically its' goals of Livable Communities (e.g., walkable mixed-use development; environmental conservation; infill reinvestment; improved access to jobs and housing) and Regional Mobility (e.g., alternative transportation such as walking, biking and transit).

Committee members may recall that CMAP's LTA program has previously funded our Village's 2013 Downtown Planning Study and 2016 Fox River Corridor Plan.



Local Match Requirement

The value of CMAP's services is estimated at approximately \$100,000. The funding source is federal and this is the first grant cycle of CMAP's LTA program where a "local match" is required. CMAP has set the local match financial contribution in the amount of \$20,000. The Village of Cary would split the local match requirement with our Village, so each of our municipalities would contribute \$10,000 toward the cost of the study.

Recommendation

Staff recommends consensus from the Committee to move to formally authorize a Resolution to accept CMAP's planning services at the May 1 Village Board meeting. Enclosed are copies of the Intergovernmental Agreement with CMAP, as well as a draft agreement with the Village of Cary that stipulates their commitment to share the local match requirement with Algonquin.

Brandon Nolin with CMAP will be attending Tuesday's meeting to provide a brief overview of the project scope and CMAP's role in the planning study and Staff will be in attendance to answer any questions.

Enclosures:

Project Scope  
CMAP Intergovernmental Agreement  
Village of Cary IGA (Draft)



## **Local Technical Assistance (LTA) Project Scope: Algonquin-Cary Subarea Plan**

The following is a proposed outline of steps to create a subarea plan for an area located along the shared bordered of the Villages of Algonquin and Cary as part of the Chicago Metropolitan Agency for Planning's (CMAP) [Local Technical Assistance program](#). Through this program, CMAP will provide staff assistance to complete the plan.

### **Project Overview**

After decades of quarry mining several parcels of land along the IL Route 31 corridor will soon become suitable for development. These sites are located along the boundary between the Villages of Algonquin and Cary alongside several unincorporated areas. The Algonquin-Cary Subarea Plan is intended to establish a long term vision for the quarry sites and surrounding area and identify desired land use and development concepts. Building on recent planning efforts in Downtown Algonquin as well as the Village of Cary's recently adopted Comprehensive Plan, the planning process will also evaluate project phasing and implementation strategies. These could include, but are not limited to utility coordination and economic development partnerships (such as a tax sharing agreement) that will be beneficial to both communities. The project will be founded on robust community engagement to ensure that the end product is driven by the needs and vision of the community, including residents, business owners, property owners, and other community stakeholders.

### **Areas of Focus**

Key areas of focus for the planning process include the following:

#### **Parks and Recreation**

The Cary Park District is considering plans for continuing the build-out of its 265-acre Hoffman Park which forms the northern border of the study area. The McHenry County Conservation District has recently created a plan for activating its Fox Bluff conservation area along the Fox River. MCCD has provided a letter of support for the planning process and the Village of Cary has developed a positive relationship with the Cary Park District. The plan will focus on ways to maximize the use of these recreational assets and how future development of the IL Route 31 corridor can tap into their potential. The Three Oaks Recreation Area offers a nearby example of how former quarry sites have been converted into a regional recreation destination and this case study will be further evaluated.

#### **Transportation & Infrastructure**

The Villages of Algonquin and Cary have a mutual interest to see the study area develop with strong bicycle and pedestrian infrastructure that would include linkages to their respective downtown business districts. Planning is also needed regarding utility and service connections as much of the study area is located a significant distance from current public infrastructure.



## Economic Development

Both communities have an interest in encouraging development along IL Route 31 to broaden their respective tax bases. As highlighted in the Downtown Algonquin Planning Study (2009), there is a significant lack of daytime employees within a five-minute drive of Downtown Algonquin as compared with several other neighboring communities. As a component of potential future development, there is a desire for the area to serve as an economic engine that supplements the daytime customer base for restaurants and shops in other commercial areas.

## Planning Study Area

The project is generally located along the IL Route 31 corridor, from Algonquin Road in Downtown Algonquin to Hoffman Park in Cary. The study area comprises three distinct areas, each with its own unique context and planning horizon:

- **Subarea 1: North of Klasen Road.** Mining of this quarry ceased in December 2017 and the quarry property will be transitioned to the Village of Cary on June 1, 2018. With a known end to mining and public ownership, the planning process will focus on near term opportunities for public recreation improvements as well as the site's long term relationship to Cary Park District lands to the north. The plan will need to define how future potential development along the IL Route 31 and Klasen Road frontages should leverage and interact with public improvements such as the quarry lake and trail system.
- **Subarea 2: South of Klasen Road.** This site is still actively mined and while it is estimated that mining operations are likely to cease in the foreseeable future, an exact timeline has yet to be identified. Compared to Subarea 1, the nature of future development within Subarea 2 is much less defined. The planning process will focus establishing a long term vision for the site and the character of land use and development as a whole. This will likely include evaluating development potential along IL Route 31 and ensuring that the subarea has a positive relationship to unincorporated residential areas nearby.
- **Subarea 3: West of IL Route 31.** It is anticipated that this area will continue to serve as a staging and processing area for materials being mined to the east of IL Route 31. As such, Subarea 3 will likely not be available for development until mining in Subarea 2 has completed. Given the long term viability of mining operations in the area, detailed recommendations for Subarea 3 are not likely to be developed apart from recommendations included in the high level framework plans described in Task 4 of the Scope of Work.



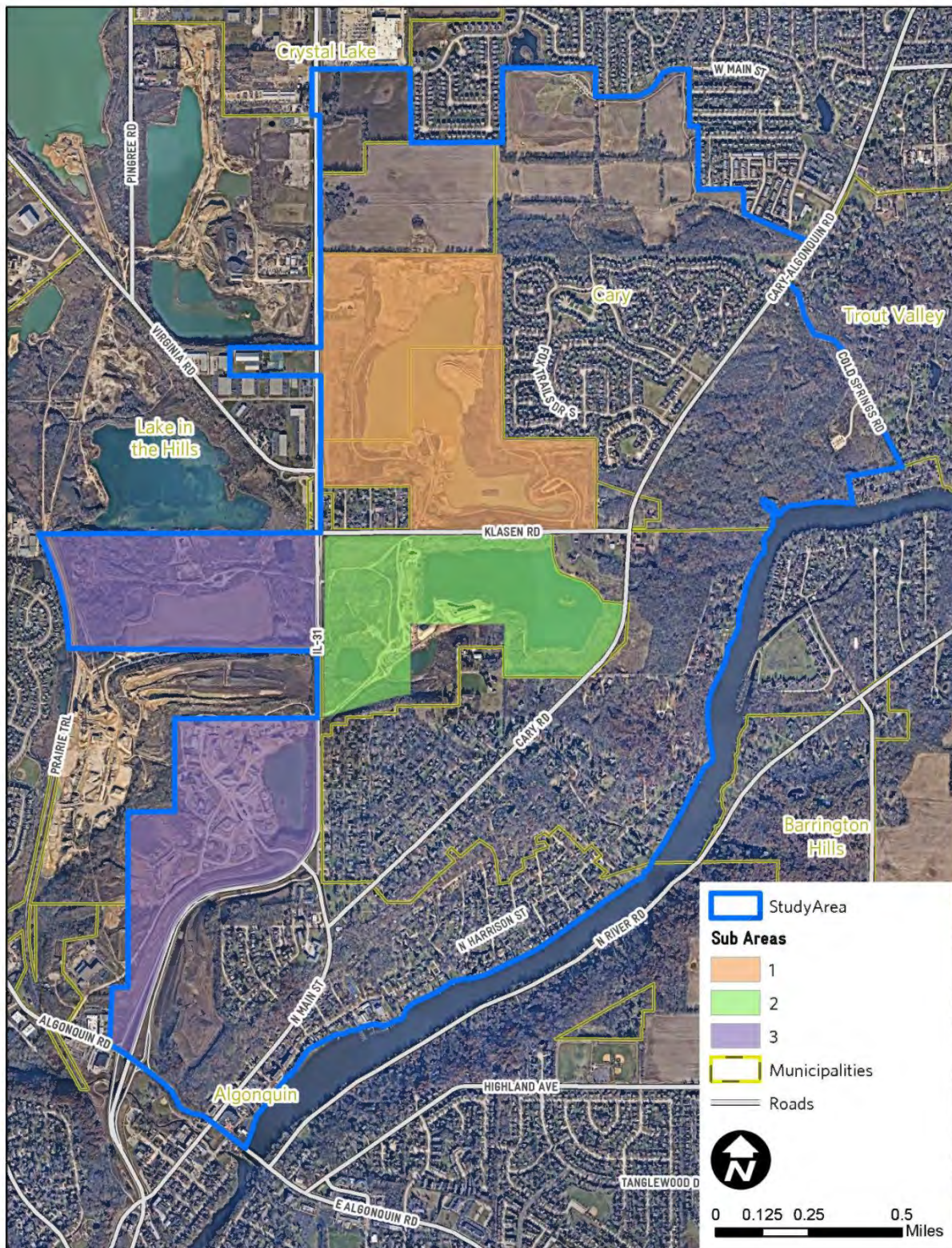


ATTACHMENT 1  
**Chicago Metropolitan  
Agency for Planning**

233 South Wacker Drive  
Suite 800  
Chicago, Illinois 60606

312 454 0400  
[www.cmap.illinois.gov](http://www.cmap.illinois.gov)

Figure 1. Project Study Area



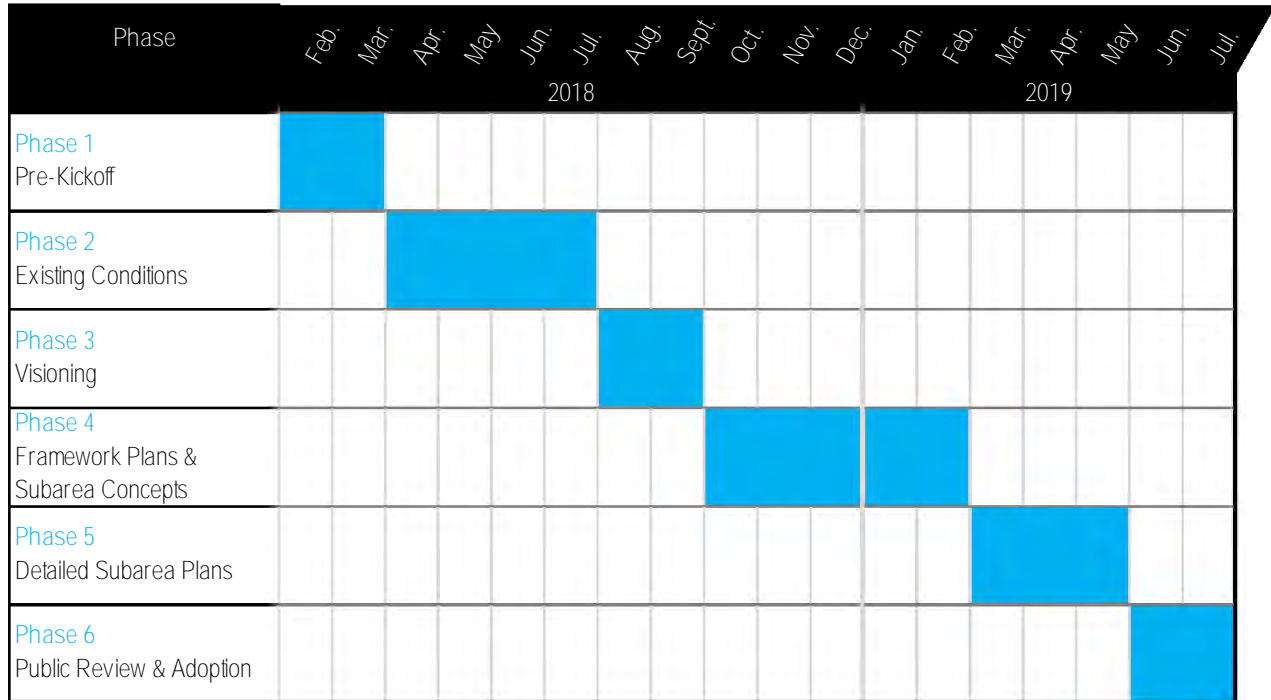




### Approximate Timeline

The following scope of work is designed to be completed in approximately 16-18 months; however, the timeline can change as the project progresses. The remainder of this document describes the schedule and timeline in more detail. All dates are approximate and may be revised depending on time requested by project partners to accommodate additional community outreach or time to review interim deliverables.

Figure 2. Project Timeline





## Community Engagement

A primary goal of all CMAP projects is to elevate community engagement in planning – particularly focusing on engaging populations that are typically underrepresented in public planning processes. The scope of work identifies specific outreach and engagement within each phase of the planning process. The Steering Committee and Village staff and officials’ full participation in this process is vital to the success of the plan.

## Steering Committee

CMAP recommends that a Steering Committee or similar oversight group be created to assist in guiding the development of the Subarea Plan. The Steering Committee will be responsible for providing project direction, reviewing key draft deliverables (such as the draft existing conditions report and framework plans), and attending project meetings (internal and public). CMAP will look to Village staff to select Steering Committee members. Ideally the Steering Committee will have a maximum of 10-12 members. Throughout this scope of work, this group is referred to as the “Steering Committee.” The exact makeup of this group will be determined in the pre-kickoff phase of the planning process. Village staff may also identify technical advisors that should be involved in the review process, but do not need to be members of the Steering Committee.

## Outreach Activities

The outreach tasks identified in the Scope of Work may be added to or modified as the planning process moves forward. At a minimum, community engagement activities will include, but are not limited to:

- Three public meetings, including an initial public introduction to solicit community input and discuss plan goals, a second public meeting to develop a vision and criteria for desired development, and an open house to present and receive feedback on the draft subarea plan.
- Key person interviews and focus groups with residents, stakeholder groups, business owners, property owners. CMAP will work with the Steering Committee to determine an appropriate list of interviewees.
- Use of an interactive website allowing public input (for an example of its use, see <https://aurora-draft.metroquest.com>).
- On-going coordination with Village staff and updates at Village board and planning commission meetings, or other relevant meetings, and as needed.
- Concern with lack of involvement over long periods of time...
- Regular project updates to be distributed by Village staff via email, social media, or newsletter.

## Deliverables

The final deliverable of this project will be an Algonquin-Cary Subarea Plan that will be presented to both the Village Board of Algonquin and the Village Board of Cary for adoption. Interim deliverables, including an existing conditions report, vision and design principles, draft framework plans, preliminary subarea concepts, and a draft plan, will also be produced during the planning process and submitted to the Steering Committee by CMAP staff. Deliverables are identified in *italics* within the following Scope of Work.



## Scope of Work

The following scope is based on a preliminary site visit, including discussion with municipal staff and a representative for Lafarge Aggregates (the property owner of the three quarry sites within the Study Area). CMAP and Village staff may agree to alter the level of detail contained in plan recommendations pertaining to each individual subarea as the planning process progresses.

### 1. Pre-kickoff (Feb.-Mar. 2018)

Before the project formally kicks off, there are several steps that CMAP will go through with the Villages of Algonquin and Cary. These include a site visit and preliminary discussions regarding project scope, adoption of an intergovernmental agreement (IGA) that incorporates the final scope of work, and formation of the project Steering Committee by Village staff.

- 1.1. Preliminary Site Visit & Scoping
- 1.2. IGA & Village Board Presentation(s)
- 1.3. Steering Committee Formation

### 2. Existing Conditions (Apr.-Jul. 2018)

The project will begin with a strategic community engagement campaign that introduces the broader public to the planning process, identifies issues and opportunities within and surrounding the study area, solicits community input on plan goals, and targets specific groups for input on various planning topics. Depending on the timing, outreach may also include promoting the planning process and/or hosting survey kiosks at various community events and festivals. Stakeholder input will then be synthesized along with field observations, demographic data, previous studies, and other sources and incorporated into a draft Existing Conditions Report. The draft report will be prepared and presented to the Steering Committee and Village staff. The report will describe existing conditions in the study area and will present information that informs preliminary plan recommendations. Throughout the document, findings from the project's community engagement effort will be included as qualitative data that informs the planning effort.

- |  |  |
|--|--|
| 2.1. Steering Committee – Kick-off Meeting       | 2.5. Online Survey                                   |
| 2.2. Key Person Interviews/Focus Groups          | 2.6. Draft Existing Conditions Report                |
| 2.3. Community Events & Survey Kiosks            | 2.7. Staff Review                                    |
| 2.4. Community Workshop – Issues & Opportunities | 2.8. Steering Committee – Existing Conditions Review |

*Deliverable: As the project progresses and the outreach activities are completed, summaries will be created to document the results of the outreach. These summaries can be posted to the project website for public review. The collective results of outreach efforts will be described in the Existing Conditions Report. An Existing Conditions Report will include charts, maps, and other graphics to support the text description of the topics covered. This report will be a stand-alone product and will serve as the foundation for the Subarea Plan document.*



### 3. Visioning (Aug.-Sept. 2018)

CMAP will facilitate a design workshop for the identified subareas. This workshop will give residents, business owners, property owners, and Village officials and staff an opportunity to establish an overarching vision for the study area while also defining the planning criteria for the design and development of each subarea. The design workshop will provide for interactive and meaningful community participation in the design process. Feedback will help ensure the proposed concepts serve the best interests and needs of the community. Staff and Steering Committee feedback on the draft vision and design principles will be provided electronically or in an in-person meeting depending on client needs.

- 3.1. Subarea Design Workshop
- 3.2. Draft Vision & Design Principles
- 3.3. Staff Review
- 3.4. Steering Committee – Vision & Design Principles

*Deliverable: A Vision Statement will provide general vision for the long term development of the Study Area. A set of principles that will guide the criteria for design of development concepts will also be provided. This brief document will be included as one of the chapters of the final plan.*

### 4. Framework Plans & Preliminary Subarea Concepts (Oct. 2018-Feb. 2019)

This task will include development of several thematic framework plans that define overall function of the study area, how the individual subareas are connected to one another, and their connections to the surrounding areas including portions of the Villages of Algonquin and Cary as well as unincorporated areas.

- The **Land Use Framework Plan** will identify the type, intensity, and overall character of land use and development.
- The **Transportation & Infrastructure Framework Plan** will include recommendations for improving and coordinating transportation and infrastructure components within the study area including roadway, sidewalk, bike lanes/paths, and public utilities.
- The **Open space & Environment Framework Plan** will identify open space and parkland, environmental areas that should be protected, and greenways and other linkages to connect these assets with the broader network of open space and natural areas.

- 4.1. Land Use Framework Plan
- 4.2. Transportation & Infrastructure Framework Plan
- 4.3. Open Space & Environment Framework Plan
- 4.4. Draft Framework Plan
- 4.5. Staff Review
- 4.6. Steering Committee – Preliminary Framework Plans

*Deliverable: Based on the results of the visioning workshop and discussion of key design principles with the Steering Committee, draft framework plans will be produced. The framework plans will include text recommendations with supporting graphics and maps.*





## 5. Detailed Subarea Concepts (Mar.-May 2019)

Should additional resources be identified by CMAP, there is potential to incorporate illustrations, 3D renderings, development visualizations, and more to illustrate the application of planning and development concepts and recommendations. This step will entail the development of the preliminary subarea concepts that complement the recommendations of the framework plans and provide additional detail regarding urban design, internal circulation, parking, landscaping, and public improvements.

Steering Committee input on preliminary framework plans will be used to identify sites within Subareas 1 and 2 that will receive more detailed treatment within the plan. The visualization of development opportunities, together with the framework plans, will provide detailed, creative, and viable plans for the improvement of key sites within the study area. After staff review, the detailed subarea plans will be incorporated into a draft Algonquin-Cary Subarea Plan document that also presents the vision and framework plans. This draft plan document will then be reviewed by staff before being presented to the Steering Committee. After any requested revisions to the draft plan document have been made, it will be presented to the broader public for comment.

- 5.1. Preliminary Subarea Concept Development
- 5.2. Staff Review
- 5.3. Detailed Subarea Concepts
- 5.4. Draft Subarea Plan Document
- 5.5. Staff Review
- 5.6. Steering Committee – Subarea Concepts & Draft Plan Review

*Deliverable: CMAP may engage a consultant to evaluate unique transportation and market components, as well as to help develop conceptual illustrations that demonstrate how plan recommendations could be applied to each selected site. Staff comments will be used to revise any preliminary subarea concepts before providing additional detail. The consultant(s) will be engaged at no additional cost to the Villages of Algonquin and Cary.*

## 6. Public Review & Adoption (Jun.-Jul. 2019)

Following development of the draft Algonquin-Cary Subarea Plan, the plan document will be presented to the public, revised as needed, presented to the Steering Committee for final approval, and then presented to both the Algonquin and Cary Village Boards for adoption.

- 6.1. Public Open House
- 6.2. Draft Plan Revisions
- 6.3. Steering Committee – Review & Approval
- 6.4. Village Board – Review & Adoption (x2)

*Deliverable: The format of the final plan will be the same as that of the framework plans, except with a higher quality of graphics. It will also include language concerning implementation, including descriptions of actions and phasing to advance plan recommendations.*



# Chicago Metropolitan Agency for Planning

233 South Wacker Drive  
Suite 800  
Chicago, Illinois 60606

312 454 0400  
[www.cmap.illinois.gov](http://www.cmap.illinois.gov)

Contract # LTA-18-0007

## Intergovernmental Agreement For Village of Algonquin-Cary Subarea Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the Village of Algonquin , 2200 Harnish Drive, Algonquin, IL 60102, herein called the GOVERNMENTAL BODY.

### Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Appendices thereto.

#### For the GOVERNMENTAL BODY:

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Attest:

_____ Signature	_____ Type or Print Name	_____ Date
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#### For CMAP:

_____ Joseph C. Szabo Executive Director	_____ Attest Signature	_____ Date
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\_\_\_\_\_  
Part 1 Scope/Compensation/Term  
Part 2 General Conditions  
Part 3 Scope of Work/Responsibilities  
Part 4 Contribution  
\_\_\_\_\_

## Part 1: Scope/Compensation/Term

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 4. Payment will be made within ninety (90) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation:

accounting@cmap.illinois.gov

### C. Tax Identification Number.

CMAP certifies that:

1. The number shown on this form is a correct taxpayer identification, **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

Name of CONTRACTOR: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status : Local Government

- D. **Term of Agreement.** The term of this Agreement shall be from final signing to July 31, 2019.
- E. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

## Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

### 1. Complete Agreement.

- a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect

the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.

e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.

f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by CMAP may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.

6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

- (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (3) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

7. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

- a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
- b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
- c. Records. CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d. No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

8. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.



9. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures.
10. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof.
11. **Termination.**
- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
  - b. This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
  - c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.
12. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
13. **Equal Employment Opportunity.** The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
14. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best

efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

15. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
16. **Prohibited Interest.**
  - a. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.
  - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
  - c. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
17. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
18. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.
19. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.
20. **Confidentiality Clause.** Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.

21. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.
22. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY: "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
23. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
24. **Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor's shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
25. **Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
26. **Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
27. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
28. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
29. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

### 31. Subcontracts.

- a. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.
- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

### **Part 3:        Responsibilities/Scope of Work**

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

- A. The project scope of work, including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- B. The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.
- C. The GOVERNMENTAL BODY agrees actively to participate in public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- A. **SCOPE OF WORK.** The purpose of the project is Algonquin-Cary Subarea Plan, (hereinafter "PROJECT"). The agreed upon detailed scope of work is outlined in Attachment 1.
- B. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONSULTANT, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any, at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

### **Part 4.        Contribution**

The GOVERNMENTAL BODY will be responsible for a contribution in the amount of \$20,000.00 which will be deposited in the Local Technical Assistance Contribution Fund. CMAP will invoice the GOVERNMENTAL BODY the agreed upon contribution amount within thirty (30) days of the execution of this agreement. CMAP agrees that the contribution amount may be paid in two installments of \$10,000 each. The invoice will be sent to the person listed on ATTACHMENT 2.

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE VILLAGE OF ALGONQUIN, ILLINOIS AND THE VILLAGE OF CARY, ILLINOIS  
FOR LOCAL TECHNICAL ASSISTANCE GRANT FROM THE CHICAGO  
METROPOLITAN AGENCY FOR PLANNING**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter, the "Agreement") is made between the Village of Algonquin, Illinois (hereinafter, the "Algonquin"), an Illinois municipal corporation and the Village of Cary, Illinois, (hereinafter, "Cary"), this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") for the purpose of undertaking an Algonquin-Cary Subarea Plan.

**WITNESSETH:**

**WHEREAS**, the parties are municipalities or units of local government, as provided in the *1970 Illinois Constitution* (Article VII); and

**WHEREAS**, the *1970 Illinois Constitution* (Article VII, Section 10) and the *Illinois Compiled Statutes, 2000* (Chapter 5, Section 220/1, et. seq.) provide authority for intergovernmental cooperation between Algonquin and Cary; and

**WHEREAS**, Algonquin and Cary submitted a joint grant application for planning assistance services through the Chicago Metropolitan Agency for Planning (hereinafter, "CMAP") to prepare a Subarea Plan for our communities located in the northeast part of Algonquin and southwest part of Cary; and

**WHEREAS**, Algonquin's and Cary's request for such assistance has been identified by CMAP as a priority project and the local financial match our municipalities are responsible to contribute toward the development of the study has been determined by CMAP to be \$20,000; and

**WHEREAS**, Algonquin has agreed to serve as the lead agency and enter into the Intergovernmental Agreement with CMAP; and

**WHEREAS**, Algonquin and Cary have agreed to each pay fifty (50) percent of the local match requirement and Cary will reimburse Algonquin for its required share of \$10,000; and

**WHEREAS**, it is in the best interests of both Algonquin and Cary to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the mutual agreements contained in this Agreement, Algonquin and Cary agree as follows:

1. **PREAMBLES INCORPORATED.** The statements set forth in the preamble to this Agreement are incorporated into this Agreement.
2. **SCOPE OF AGREEMENT.** This Agreement shall require Cary to pay to Algonquin \$10,000 within sixty (60) days of the execution of this Agreement, to satisfy its obligation to reimburse Algonquin for its share of the local match.
3. **INDEMNIFICATION.** Each party shall defend, indemnify and hold the other party and its elected and appointed officials, employees, and agents harmless from and against any and all claims, demands, costs, damages, losses and expenses, including reasonable



attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct.

4. **ASSIGNMENT.** Neither Algonquin nor Cary shall have the right to assign its interests in this Agreement.
5. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois. District agrees that venue of any Cause of Action shall be in the 22nd Judicial Circuit, McHenry County, Illinois and both parties consent to jurisdiction in that Court.
6. **NOTICES.** Notices shall be made to the addresses set forth to each Party below. Either party hereto may change the name and address to whom any notices sent under this Agreement shall be sent upon prior notice to the other party.

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

District:  
Village of Cary  
Attn: Village Administrator  
655 Village Hall Drive  
Cary, IL 60013

7. **APPLICABILITY AND SEVERABILITY.** If any provision of this Agreement should be found illegal, invalid, or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.
8. **DEFAULT.** If a Party to this Agreement breaches or is in default of any of the provisions of this Agreement, and the non-breaching Party files suit as a result thereof, the nonbreaching Party shall be entitled to recover all reasonable costs of filing suit, including reasonable attorney fees.
9. **AUTHORIZED REPRESENTATIVES.** The officers of Cary executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of Cary. The officers of Algonquin hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of Algonquin.

**IN WITNESS WHEREOF**, this Intergovernmental Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the date set forth below:

**For the Village of Algonquin, Illinois:**

**For the Village of Cary, Illinois:**

By \_\_\_\_\_

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

Its \_\_\_\_\_

Its: \_\_\_\_\_



**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

**– M E M O R A N D U M –**

DATE: April 24, 2018

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Case No. 2018-06. Ombudsman Education – Special Use Permit**

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Introduction

Mr. Eric Shaffer, Ombudsman Educational Services, has submitted a petition for a Special Use Permit to open an Ombudsman school. The school would occupy the former Foundations Montessori School building on Lot 2 in Winding Creek commercial center. The building is located at 2651 W. Algonquin Road. The entire development is currently zoned B-2 PUD.

Development Proposal

A Special Use permit is required for all schools. The Ombudsman Educational school would occupy the entirety of the former Foundations Montessori School building. The petitioner is not proposing any changes to the exterior of the building and they are considering minimal interior build-out work to possibly convert an existing classroom to additional office space. Bus transportation will be provided for the students and the school will re-use the existing drop-off lane and covered entrance area in front of the building. Parking will be sufficient as the property has a small parking lot west of the building as well as cross-access and cross-parking to the Winding Creek center as a whole.

Ombudsman is an alternative educational program for students that has operated since 1975 and serves students struggling with behavioral or emotional challenges. Enclosed is a cover letter from the school with some background on the Ombudsman program and their proposal for re-use of the building. This location would serve students in grades 1 through 5 and is partnering with Crystal Lake School District 47. The school will be open Monday through Friday, from 7am to 5pm. It is anticipated the Crystal Lake School District will refer up to 40 students to this location, and the student-teacher ratio would be approximately 2-to-1.

Planning and Zoning Recommendation

On April 9, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (5-0) of the request for the Special Use Permit, subject to the conditions listed by staff.

Recommendation

Staff concurs with the Planning and Zoning Commission and recommends approval of the Special Use Permit for the Ombudsman Educational Services school with the following conditions:

1. Tenant build-out plans shall be submitted for review and approval by the Community Development Department prior to any work being done in the tenant space.
2. Per the terms of the original Winding Creek Center PUD 2004 – O – 19, one wall sign shall be allowed that conforms with the common signage plan for the commercial center. The petitioner shall submit a sign permit application for review and approval by the Community Development Department.
3. Per the terms of the original Winding Creek Center PUD 2004 – O – 19, the name of the school was allowed on the monument sign and it shall be the petitioner's responsibility to obtain approval from the owner of the commercial center to modify the ground sign as well as submit a sign permit application for any changes to the Community Development Department for review and approval.
4. Any school bus or van used to transport students shall be parked as to not interfere with other tenants in the Winding Creek Center.

Enclosures: Property Map; P&Z minutes; Petitioner Submittal

# Property in Question Map





Meg Lane asked if open space was truly the highest and best use of the property. She suggested her neighbors should work with Meyer on the future development plan and find solutions to the concerns addressed that evening.

Dale Sentra stated it should all be zoned for recreation.

Chair Patrician confirmed that if Cary wanted to buy the land and make it part of the park, that could happen even if the property were rezoned.

Chip Lago stated that Algonquin didn't want to maintain the pond and park, they only wanted the revenue from the commercial areas and that only benefits Algonquin.

Chair Patrician confirmed that if the rezoning were approved, any development had to come back and the Commission could add more restrictions at that time. There being no one else wanting to speak, Chair Patrician closed the Public Comment.

#### **COMMISSION MOTION ON PETITION**

Chairperson Patrician entertained a motion to approve the request for Final Plat and Rezoning to B-2 Business for Meyer Materials. Commissioner Hoferle moved and Commissioner Neuhalfen seconded a motion to recommend approval of the request consistent with the findings of fact listed in the April 9, 2018 Community Development memorandum, and the conditions recommended by staff

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalfen, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: Szpekowski, Postelnick. Motion carried 5-0.

**AGENDA ITEM 5:** Request for Special Use Permit for 2651 W. Algonquin Road  
**Case No. 2018-06.** Ombudsman Educational Services  
**Petitioner:** Eric Shaffer, Petitioner

#### **OPEN PUBLIC HEARING AND ESTABLISH QUORUM**

Farnum called roll to verify a quorum. Present: Commissioners Hoferle, Laipert, Neuhalfen, Sturznickel and Chairperson Patrician. Farnum announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

#### **PETITIONER COMMENTS**

Ms. Cahill verified that proper notice of the meeting had been posted. Ms. Cahill swore in the petitioners. Representing the petitioner was Eric Schaffer and Mark DiConsiglio of Ombudsman Educational Services. Schaffer noted this would be their second location, the first being in Huntley which opened a year ago, and they provided services to students with learning disabilities in Grades K-5 at the Crystal Lake School District. This building is perfect for them as it already meets all codes for use as a school.

Chairperson Patrician then asked for Staff Comments.

#### **STAFF COMMENTS**



Mason reviewed his staff report for the Commission. This building was formerly the Foundations Montessori School, which previously had a Special Use Permit, but because the building has been vacant for more than a year, that special use has expired, necessitating the new one. Except for converting one classroom to offices, there would be no changes to the building. Staff recommended approval of this request.

### **COMMISSION QUESTIONS/COMMENTS**

Chairperson Patrician inquired if there were any Commissioner questions or comments.

Commissioner Hoferle asked about security. Schaffer explained the school would have 40 students with a ratio of 2 students per teacher. The hours would be 7 am to 5 pm. All doors would be locked and staff would have to display photo ID tags. For this facility they are considering indoor and outdoor cameras.

Commissioner Laipert asked about busses and food service. Schaffer noted students could be bussed by the District and/or dropped off and picked up by parents. Food would be provided by the School District, typically delivered to the facility.

Chairperson Patrician noted there was no more Commission questions, and opened Public Comment.

### **PUBLIC COMMENT**

Chairperson Patrician called twice for public comments. There being none, Chairperson Patrician closed the Public Comment.

### **COMMISSION MOTION ON PETITION**

Chairperson Patrician entertained a motion to approve the request for Special Use Permit for the Ombudsman Educational Services. Commissioner Laipert moved and Commissioner Sturznickel seconded a motion to recommend approval of the request consistent with the findings of fact listed in the April 9, 2018 Community Development memorandum, the conditions recommended by staff.

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalfen, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: Szpekowski, Postelnick. Motion carried 5-0.

**AGENDA ITEM 6:** Request for Final PUD and Special Use Permit for 235 S. Randall Road  
**Case No. 2018-01.** Oberweis Dairy  
**Petitioner:** Patrick Fitzgerald, Oberweis

### **OPEN PUBLIC HEARING AND ESTABLISH QUORUM**

Farnum called roll to verify a quorum. Present: Commissioners Hoferle, Laipert, Neuhalfen, Sturznickel and Chairperson Patrician. Farnum announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

### **PETITIONER COMMENTS**

Ms. Cahill verified that proper notice of the meeting had been posted. Ms. Cahill swore in the petitioners. Representing the petitioner was Patrick Fitzgerald of Oberweis, Brett Duffy of SpaceCo and Mike Garagona, Architect. Fitzgerald noted this was a new “triple” concept, with Oberweis, That Burger Joint,



February 2018

RE: Ombudsman Education Services  
Proposed location:  
2651 W. Algonquin Rd.  
Algonquin, IL 60102

Dear Zoning Board Officials:

Ombudsman Education Services, Ltd. has been providing alternative educational needs for students throughout the country since 1975. Based out of Libertyville, IL, Ombudsman has brought hope to almost 200,000 students throughout these years with thousands of students meeting their goal of graduating from high school.

Ombudsman is partnering with the Crystal Lake School District 47 to provide an alternative learning opportunities program to meet the needs of students that are struggling in a traditional educational setting between the grades 1 through 5. These services will be provided in an off-site, non-district owned facility to better meet the needs of these students and provide an environment more conducive to their learning styles. Crystal Lake SD 47 will refer up to 40 students to the program. This program will operate Monday-Friday, between the hours of 7am-5pm. The building we are hoping to operate is the old Foundations Montessori School. This building has an already existing bus drop off lane in the front of the building, and it is covered. We will follow the Crystal Lake SD calendar for holidays and breaks. We expect to open August 1<sup>st</sup>, 2018.

Each student that is referred to the program receives an individualized success plan that meets his/her needs. In collaboration with the teachers, the students' progress through technology-based curriculum as well as teacher-lead instruction in order to provide a multi-faceted means of learning. The student-teacher ratio is typically 2-1. In addition to the teaching staff, this location will have a social worker to provide social/emotional supports and resources to students.

Please accept this cover letter to help demonstrate the type of program we are as well as the type of activities that will occur each day.

Sincerely,

*Matthew Schwartz*

Matthew Schwartz  
AVP, Facilities

PROFESSIONAL DESIGN  
 & ASSOCIATES INC.  
 211 WEST MAIN STREET SUITE 204-A  
 CARPENTERSVILLE, IL 60010  
 (815) 241-2000  
 (815) 241-2001 FAX

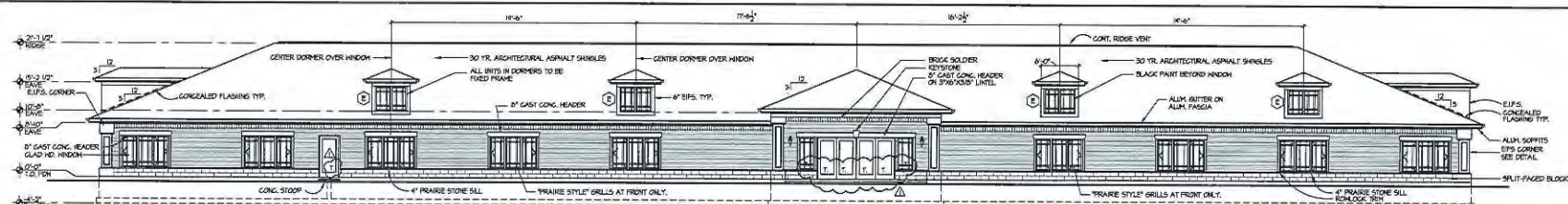
FOUNDATIONS MONTESSORI SCHOOL  
 ALGONQUIN, IL 60002

WINDING CREEK INC.  
 1120 N. ALGONQUIN RD.  
 LAKE IN THE HILLS, IL 60102

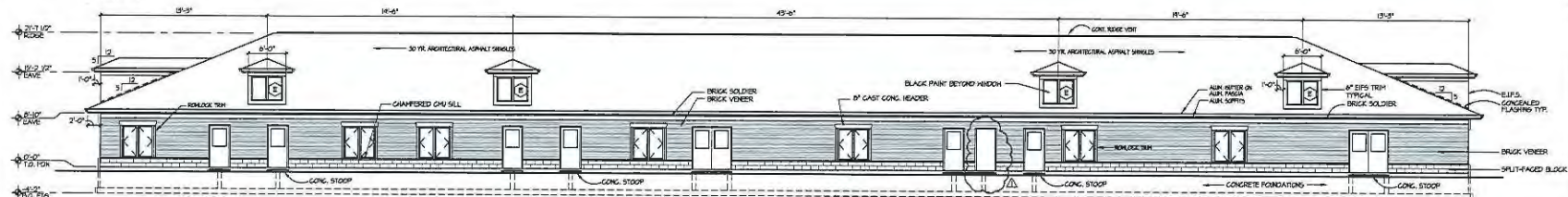
U2DESIGN GROUP  
 ARCHITECTS INC.  
 1000 W. 10TH AVE. SUITE 100  
 DENVER, CO 80202

DATE: 1/10/04  
 REVISION: 5/20/04  
 PROJECT NO:

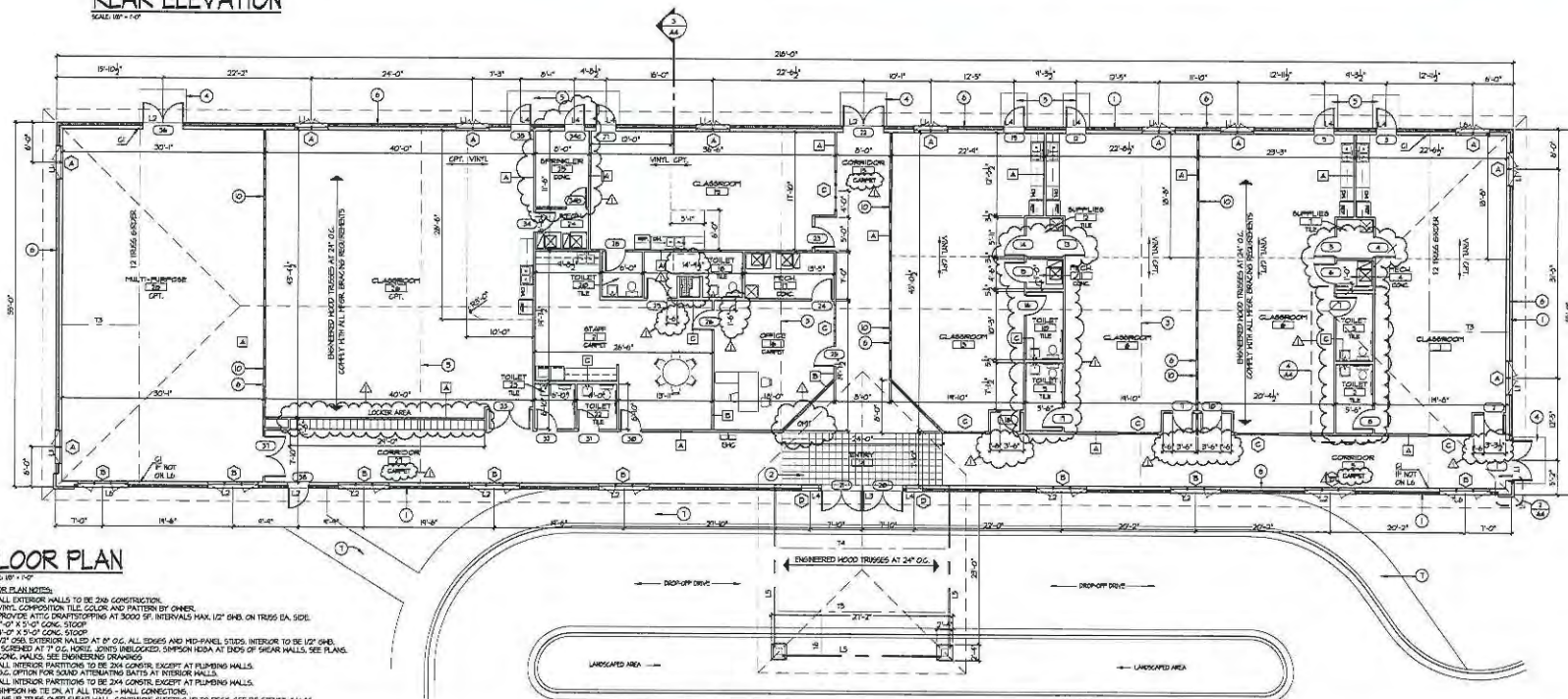
A



FRONT ELEVATION  
 SCALE: 1/8\"/>



REAR ELEVATION  
 SCALE: 1/8\"/>



FLOOR PLAN  
 SCALE: 1/8\"/>

- FLOOR PLAN NOTES:
1. ALL EXTERIOR WALLS TO BE 24\"/>



**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

**– M E M O R A N D U M –**

DATE: April 24, 2018

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Case No. 2018-03. Klasen Acres – Re-Zoning & Final Plat**

---

Introduction

Mr. Randi Wille, Meyer Material Company, has submitted a petition to re-subdivide the gravel quarry site north of Klasen Road that is currently zoned I-1, Industrial. Meyer recently finished surface mining the property, and has started reclamation work for the purposes of creating a park space that will be deeded to the Village of Cary later this summer.

This petition involves a request for Final Plat of Subdivision to create three (3) lots. Lot 2 is the parcel that Meyer has agreed to deed to Cary for a park, and Meyer will retain ownership of Lots 3 and 4.

Lots 3 and 4 – which will remain in Algonquin – will be re-zoned from I-1, Industrial to B-2, Business, consistent with the zoning of Meyer's existing commercial parcel directly adjacent along Rt. 31.

The Village of Cary will come in under a separate petition this summer to formally disconnect Lot 2 from the Village of Algonquin's planning jurisdiction and subsequently annex that property into their municipality.

Enclosed is the Final Plat of Subdivision as well as comments from Christopher Burke Engineering and Public Works.

Lot 2

Meyer Material is required to deed Lot 2 to the Village of Cary for a park, which was part of the conditions from Cary's 2007 and 2016 zoning approvals for mining the property. Enclosed are copies of the concept plans Meyer developed as part of the Cary zoning approvals – see Meyer / Cary Exhibits enclosed – which shows the parcels remaining in Algonquin to be retained for future commercial development.

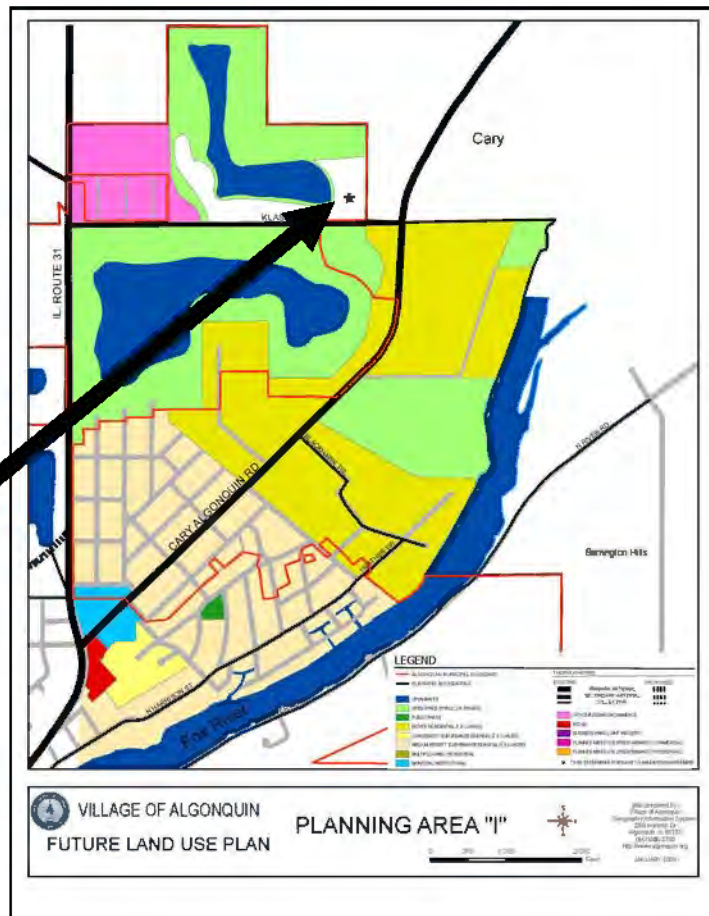


### Lots 3 & 4

Meyer Material does not have any plans to develop Lots 3 or 4 at this time and any future development proposals would be required to come back before the Village for review and approval. It is important to note that our Village of Algonquin Future Land Use Plan for these commercial parcels stipulates that future development is **\*To Be Determined Pursuant to Annexation Agreement.**

Algonquin's 1993 annexation agreement with Meyer was very clear that any future re-use of the property should be considered for economic development and require further development approvals from our Village.

Staff believes the prudent course of action at this time, is to downzone Lots 3 and 4 from I-1, Industrial to B-2, Business which would take more intensive re-use of those parcels such as light industrial out of future consideration. B-2 would also be consistent with the zoning of Meyer's lot further to the west adjacent to Rt. 31 and would restrict building height to 35 feet, whereas Industrial zoning allows building height up to 45 feet and OR&D (Office, Research and Development) district would allow building height as tall as 75 feet.



### Planning and Zoning Recommendation

On April 9, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (5-0) of the request for the Final Plat of Subdivision and Re-zoning of Lots 3 and 4 from I-1 Industrial to B-2 Business, subject to the conditions listed by staff.

### Recommendation

Staff concurs with the Planning and Zoning Commission and recommends approval of the Final Plat of Subdivision and Re-zoning of Lots 3 and 4 from I-1, Industrial to B-2, Business with the following conditions:

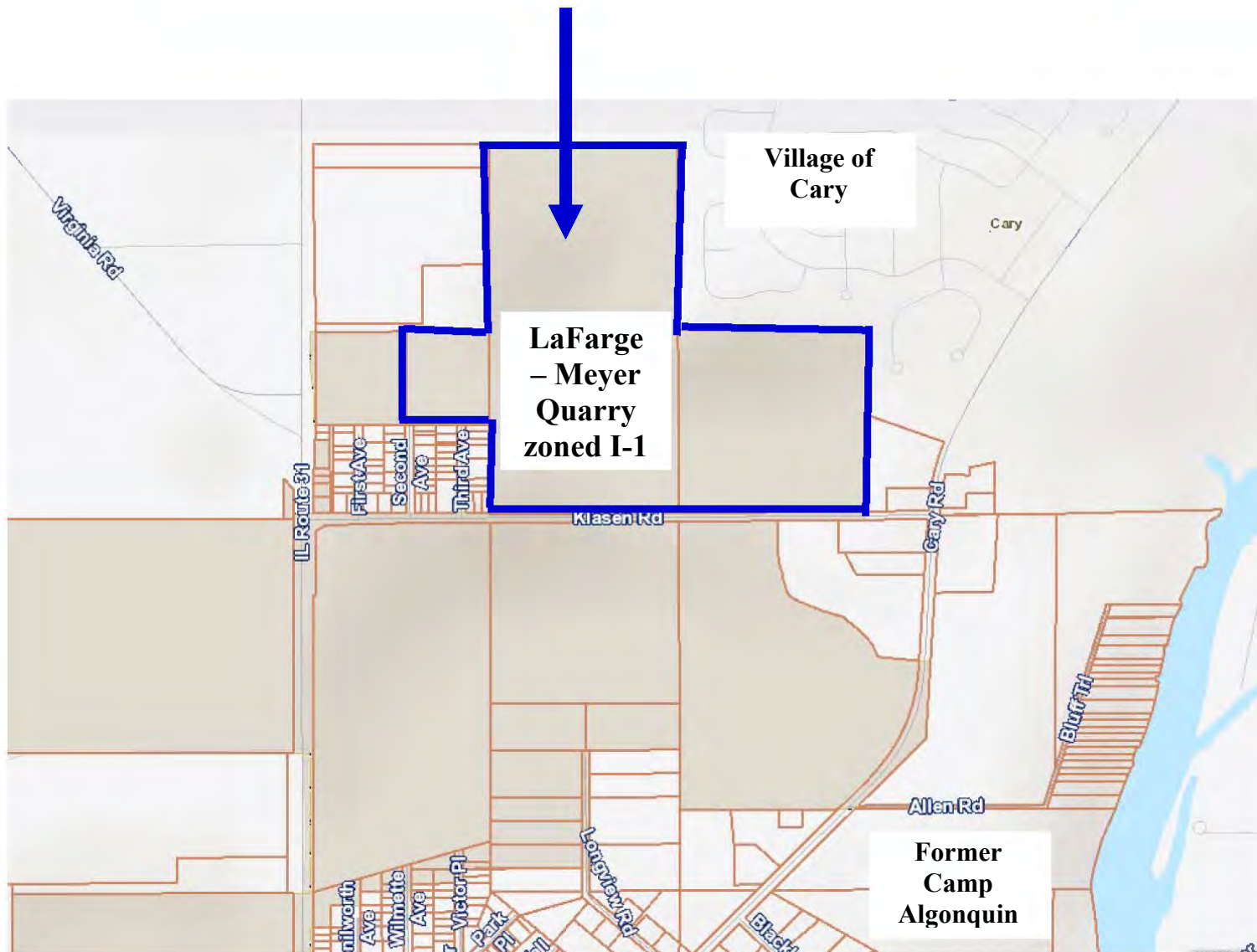
1. The Final Plat of Subdivision as prepared by HR Green with a latest revision date of March 1, 2018 shall be revised to incorporate comments from the April 2, 2018 Christopher Burke memo, the October 13, 2017 Public Works memo.
2. Any future development plans for Lots 3 and 4 shall be required to come back before the Village's Planning and Zoning Commission and Committee of the Whole for Final PUD review and approval.

Enclosures:

Property in Question Map  
Final Plat of Subdivision  
Staff Review Memos  
Meyer – Cary Concept Plan Exhibits (2007 & 2016)



# Property in Question Map



**VILLAGE OF ALGONQUIN  
PLANNING AND ZONING COMMISSION  
Meeting Minutes  
William J. Ganek Municipal Center-Board Room  
April 9, 2018  
7:30 p.m.**

**AGENDA ITEM 1:** Roll Call to Establish a Quorum  
Present: Chairperson Patrician, Commissioners Hoferle, Laipert, Neuhalfen, and Sturznickel.

Absent: Commissioners Szpekowski, Postelnick

Staff Members Present: Ben Mason, Senior Planner, Russ Farnum, Community Development Director, and Kelly Cahill, Village Attorney.

**AGENDA ITEM 2:** Approval of Minutes from the March 12, 2018 Meeting.  
A motion by Commissioner Sturznickel to approve the March 12, 2018 minutes as presented was seconded by Commissioner Laipert and a voice vote noted all ayes. The motion carried.

**AGENDA ITEM 3:** Public Comment  
There was no one wishing to make any public comment.

**AGENDA ITEM 4:** Re-zoning and Final Plat of Subdivision  
**Case No. 2018-03.** Meyer Material – Klasen Acres  
**Petitioner:** Tom Zanck, Attorney

**OPEN PUBLIC HEARING AND ESTABLISH QUORUM**

Farnum called roll to verify a quorum. Present: Commissioners Hoferle, Laipert, Neuhalfen, Sturznickel and Chairperson Patrician. Farnum announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

**PETITIONER COMMENTS**

Ms. Cahill verified that proper notice of the meeting had been posted. Ms. Cahill swore in the petitioners. Representing the petitioner was Tom Zanck, Attorney, and Randi Wille, representing Meyer Materials/LaFarge Inc. The Property is currently zoned I-1, Industrial, which allows all uses in the B-1, B-2, and ORD zoning, as well as industrial uses. Meyer is completing the reclamation of the property and preparing to deed it to Cary except for Lots 3 and 4, which it is keeping. The Village of Algonquin asked Meyer to prepare a formal subdivision to create the parcels, and downzone the property to B-2 to restrict any future industrial use of the property. Mr. Zanck rebutted a letter received from Patrick Smith, noting that Meyer's plans for this property have been the same since 2007.

Chairperson Patrician then asked for Staff Comments.

**STAFF COMMENTS**

Mason reviewed his staff report for the Commission. There are two actions requested, approval of a subdivision plat and approval of rezoning to B-2 with a recommended condition that any future development have to return for approval of a PUD prior to development. The proposal complies with the rezoning criteria and makes sense from a land use standpoint. Staff recommended approval with the conditions outlined in the Staff Report.

### **COMMISSION QUESTIONS/COMMENTS**

Chairperson Patrician inquired if there were any Commissioner questions or comments. Being none, Patrician noted he would open the public comment portion.

### **PUBLIC COMMENT**

Chairperson Patrician called for public comments.

Leonard Reddel stated the new offices proposed would block his view of the park that he was promised.

Susan Jonas and James Setzer inquired why their neighborhood hadn't been annexed too.

Robert Smeders noted several extensions were granted to Meyer and they should plan for residential development instead of business.

Tom Brymer and Young Sun shared a letter that questioned the project and its alignment to the Comprehensive Plan. Brymer noted the community should do zoning first and then do planning. He suggested this was not a desirable location for business uses and it should be made into a regional park.

Larry Kujovich noted he didn't get a certified letter and stated this was misleading as it was always supposed to be green space.

Mr. Mason noted that the current zoning allows what is built there today, but would also allow restaurants or offices as shown on the Meyer reclamation plan. The difference is the downzoning would require them to come back for approval prior to constructing anything on the site, where under the current zoning the uses could be built without any notice at all.

Tom Zanck noted that was a major concession on Meyer's part and they were willing to work with the Village to put those restrictions in place. Randi Wille noted the plan being discussed was part of the 2007 Reclamation Plan, which clearly shows what would be deeded to Cary and what Meyer was going to keep.

Jan Justinen asked why Cary officials weren't present. She also wondered what happens to the real estate, will it all become an industrial park?

Brian Bellomini recalled it was supposed to be open land forever, but Lots 3 and 4 weren't mined for some reason. He stated "No urban planner would put a parking lot in my back yard". He thought Meyer was getting greedy and not doing what was right.

Shawn Willemse suggested Meyer should be regulated more closely as they were supposed to be done in 2010 but the deadline was extended to 2017. Willmse suggested Algonquin should buy that lot from Meyer and donate it as open space.

Meg Lane asked if open space was truly the highest and best use of the property. She suggested her neighbors should work with Meyer on the future development plan and find solutions to the concerns addressed that evening.

Dale Sentra stated it should all be zoned for recreation.

Chair Patrician confirmed that if Cary wanted to buy the land and make it part of the park, that could happen even if the property were rezoned.

Chip Lago stated that Algonquin didn't want to maintain the pond and park, they only wanted the revenue from the commercial areas and that only benefits Algonquin.

Chair Patrician confirmed that if the rezoning were approved, any development had to come back and the Commission could add more restrictions at that time. There being no one else wanting to speak, Chair Patrician closed the Public Comment.

#### **COMMISSION MOTION ON PETITION**

Chairperson Patrician entertained a motion to approve the request for Final Plat and Rezoning to B-2 Business for Meyer Materials. Commissioner Hoferle moved and Commissioner Neuhalfen seconded a motion to recommend approval of the request consistent with the findings of fact listed in the April 9, 2018 Community Development memorandum, and the conditions recommended by staff

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalfen, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: Szpekowski, Postelnick. Motion carried 5-0.

**AGENDA ITEM 5:** Request for Special Use Permit for 2651 W. Algonquin Road  
**Case No. 2018-06.** Ombudsman Educational Services  
**Petitioner:** Eric Shaffer, Petitioner

#### **OPEN PUBLIC HEARING AND ESTABLISH QUORUM**

Farnum called roll to verify a quorum. Present: Commissioners Hoferle, Laipert, Neuhalfen, Sturznickel and Chairperson Patrician. Farnum announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

#### **PETITIONER COMMENTS**

Ms. Cahill verified that proper notice of the meeting had been posted. Ms. Cahill swore in the petitioners. Representing the petitioner was Eric Schaffer and Mark DiConsiglio of Ombudsman Educational Services. Schaffer noted this would be their second location, the first being in Huntley which opened a year ago, and they provided services to students with learning disabilities in Grades K-5 at the Crystal Lake School District. This building is perfect for them as it already meets all codes for use as a school.

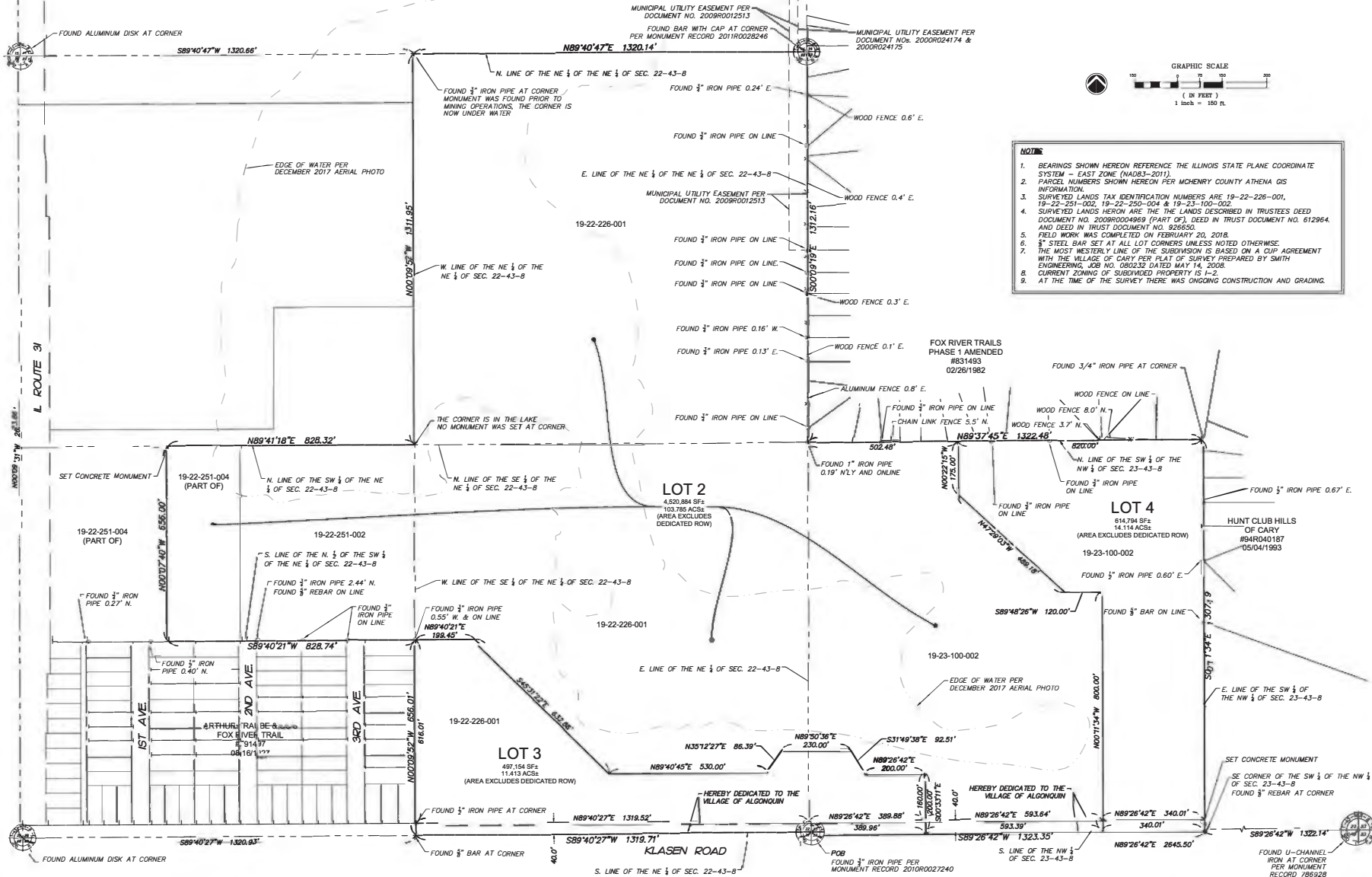
Chairperson Patrician then asked for Staff Comments.

#### **STAFF COMMENTS**

PINs: 19-22-226-001  
19-22-251-002  
19-22-250-004 (PART OF)  
19-23-100-002

# FINAL PLAT OF SUBDIVISION OF KLAZEN ACRES

PART OF THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH,  
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHEMRY COUNTY, ILLINOIS



- NOTES:**
1. BEARINGS SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD83-2011).
  2. PARCEL NUMBERS SHOWN HEREON PER MCHEMRY COUNTY ATHENA GIS INFORMATION.
  3. SURVEYED LANDS TAX IDENTIFICATION NUMBERS ARE 19-22-226-001, 19-22-251-002, 19-22-250-004 & 19-23-100-002.
  4. SURVEYED LANDS HEREON ARE THE LANDS DESCRIBED IN TRUSTEES DEED DOCUMENT NO. 2008R0004969 (PART OF), DEED IN TRUST DOCUMENT NO. 612964 AND DEED IN TRUST DOCUMENT NO. 926650.
  5. FIELD WORK WAS COMPLETED ON FEBRUARY 20, 2018.
  6. 5\"/>
  7. THE MOST WESTERLY LINE OF THE SUBDIVISION IS BASED ON A CUP AGREEMENT WITH THE VILLAGE OF CARRY PER PLAT OF SURVEY PREPARED BY SMITH ENGINEERING, JOB NO. 080232 DATED MAY 14, 2008.
  8. CURRENT ZONING OF SUBDIVIDED PROPERTY IS L-2.
  9. AT THE TIME OF THE SURVEY THERE WAS ONGOING CONSTRUCTION AND GRADING.

1 OF 2

FINAL PLAT OF SUBDIVISION

BAR IS ONE INCH ON  
OFFICIAL DRAWINGS.  
IF NOT ONE INCH,  
ADJUST SCALE ACCORDINGLY.

DRAWN BY: JSB  
APPROVED: MRF  
JOB DATE: 03/01/2018  
JOB NO.: 180164

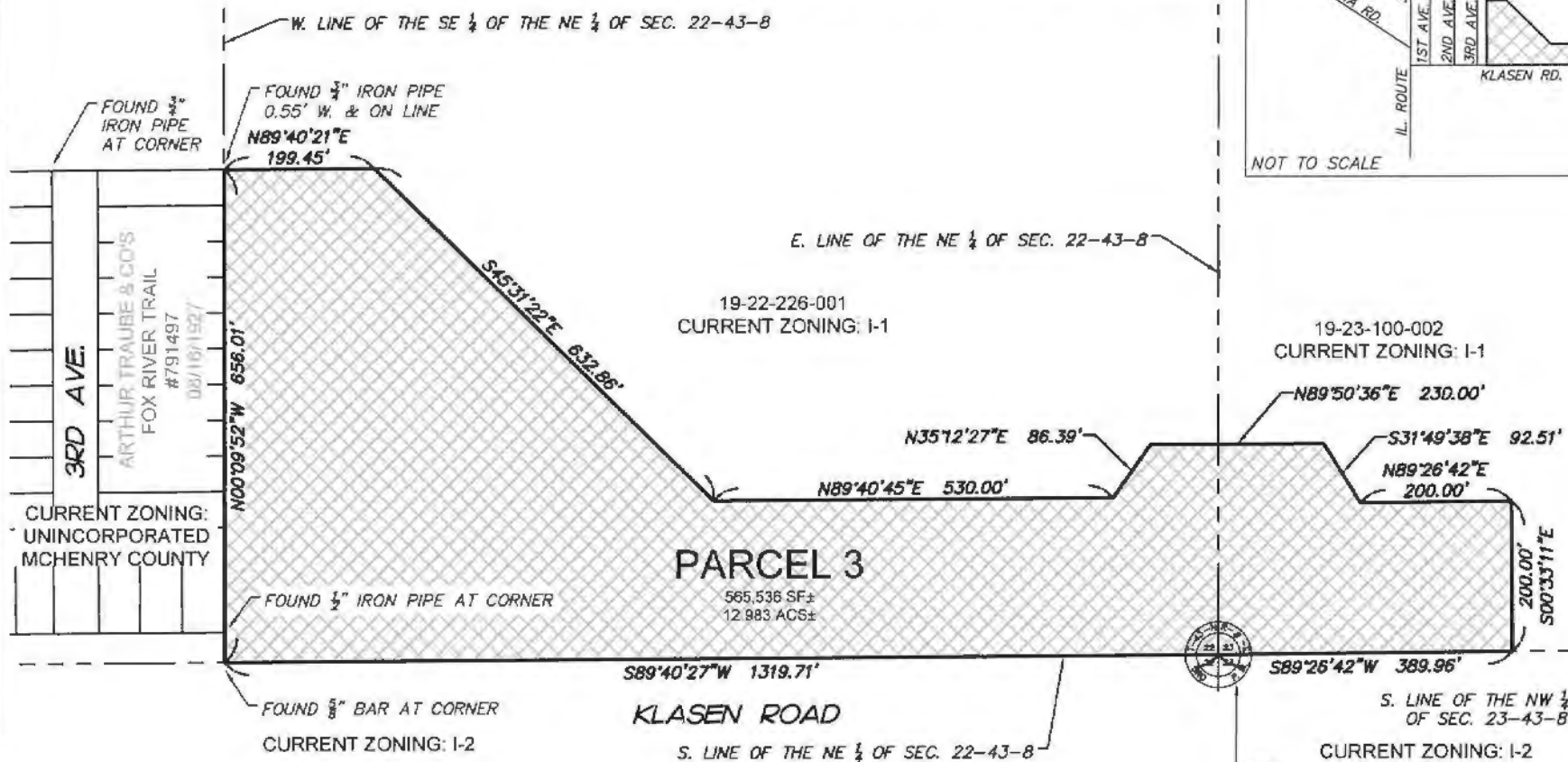
SHEET



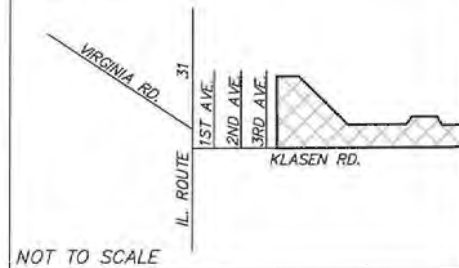
PART OF PINS: 19-22-226-001  
19-23-100-002

# PARCEL ZONING EXHIBIT

PART OF THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN



VICINITY MAP



## NOTES:

- \* This map was created for use as a Parcel Exhibit.
- \* This IS NOT a Plat of Survey. No assumptions or agreements as to ownership, use, or possession can be conveyed from this document.
- \* No underground improvements have been located unless shown and noted.
- \* No distance should be assumed by scaling.
- \* Bearings based on Illinois East Zone NAD83(2011)

DATED AT MCHENRY, ILLINOIS ON MARCH 1, 2018

JOHN S. BOLINE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3756  
LICENSE EXPIRES: NOVEMBER 30, 2018  
EMAIL: JBOLINE@HRGREEN.COM

REVISION	DATE	BY	DESCRIPTION
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420 N. Front Street  
McHenry, IL 60050-2136  
t. 815.385.1778 f. 815.385.1781  
www.hrgreen.com

**HRGreen**

PARCEL ZONING EXHIBIT  
MEYER MATERIALS  
ALCONQUIN, ILLINOIS

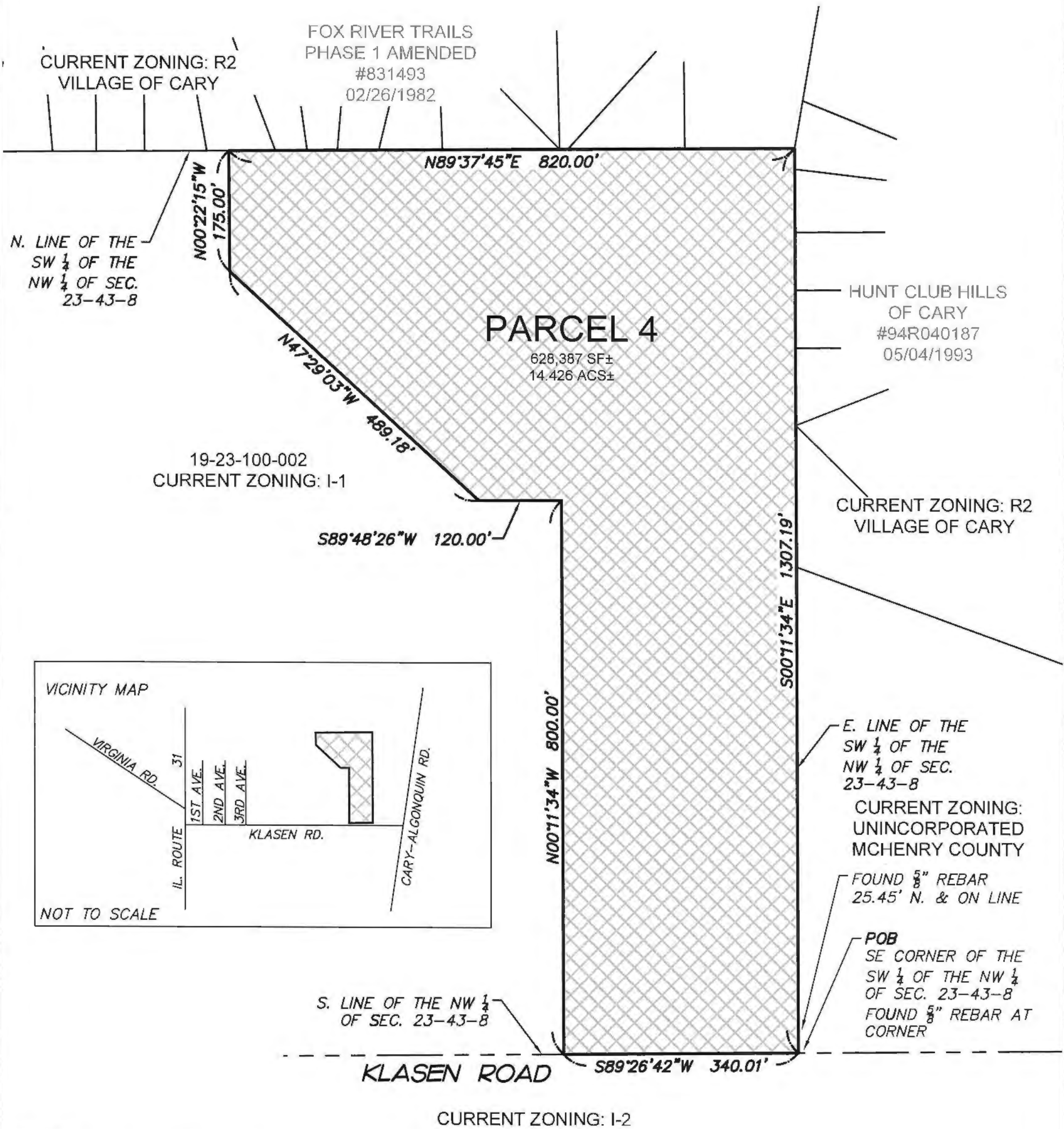
SHEET NO. 1



PART OF PIN:  
19-23-100-002

PARCEL ZONING EXHIBIT

PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH,  
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN



NOTES:

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DATED AT MCHENRY, ILLINOIS ON MARCH 1, 2018.

JOHN BOLINE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035003756  
LICENSE EXPIRES: NOVEMBER 30, 2018  
EMAIL: JBOLINE@HRGREEN.COM



PARCEL ZONING EXHIBIT  
MEYER MATERIALS  
ALGONQUIN, ILLINOIS



420 N. Front Street,  
McHenry, IL 60050-2136  
t. 815.385.1778 f. 815.385.1781  
www.hrgreen.com

Illinois Professional Design Firm # 184-001322

REVISIONS			
#	DATE	BY	DESCRIPTION
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SHEET ORIENTATION



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

April 2, 2018

Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

Attention: Ben Mason, Senior Planner

Subject: Klasen Acres – Final Plat & Rezoning– FIRST REVIEW  
Algonquin Case No. 2018-03  
(CBBEL Project No. 07-0272.00110)

Dear Ben:

We have reviewed the following documents related to this project:

- Final Plat of Subdivision prepared by H.R. Green bearing a revision date of March 1, 2018
- Parcel Zoning Exhibits prepared by H.R. Green bearing a revision date of March 1, 2018

It is our understanding that this project will be presented to the Planning and Zoning Commission in April of 2018. We off the following comments for their consideration:

**FINAL PLAT OF SUBDIVISION & PARCEL ZONING EXHIBITS**

We find no deficiencies in the documents and we recommend their acceptance by the Village.

Sincerely,

A handwritten signature in green ink, reading 'Paul R. Bourke'.

Paul R. Bourke, PE CFM CPMSM  
Assistant Head, Municipal Department



# VILLAGE OF ALGONQUIN

## PUBLIC WORKS DEPARTMENT

### – M E M O R A N D U M –

DATE: *Friday, October 13, 2017*  
TO: *Robert Mitchard*  
FROM: *Shawn M. Hurtig*  
SUBJECT: *Public Works Review # 1 – Quarry Remediation*  
*LaFarge-Meyer Quarry Redevelopment (Village of Cary Park Dist.)*

---

Please find below the Village of Algonquin comments, concerns, and issues regarding the subject project.

Project Supplemental Documentation Requirements:

1. Stormwater Report (per Kane County Ordinance)
2. Geotechnical Report (if any)
3. Ph. 1 Environmental Report
4. Traffic Study (full development traffic analysis)
5. Plat of Re-subdivision
6. Re-zoning Application

Plan Review Comments:

<u>PAGE</u>	<u>ISSUE</u>
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Misc.	Provide roadway signage on Klasen for “Park Entrance Ahead”
-------	---

Misc.	The driveway shall have a 8” thick PCC apron within the ROW of Klasen
-------	---

Misc.	Provide adequate drainage in ROW for driveway entrance (Algonquin prohibits the use of CMP for driveway culverts).
-------	--

Standard development requirements currently being considered for waiver:

- Lowering of pole poles across full frontage of property on Klasen
- Upgrading of Klasen Roadway cross section from rural to urban
  - Collector classification pavement composition
  - Curb & Gutter
  - Closed Conveyance Storm System
  - Roadway Lighting
  - Pavement Markings
- Parkway Tree installation (40 ft on center) full frontage of property on Klasen
- Water & Sanitary corridors and casings for future use on Klasen
- Bike Path extension from Rt. 31 to proposed pathway system
- Full Restoration of parkway (w/ routine maintenance)
- Monument signs and entrance plantings

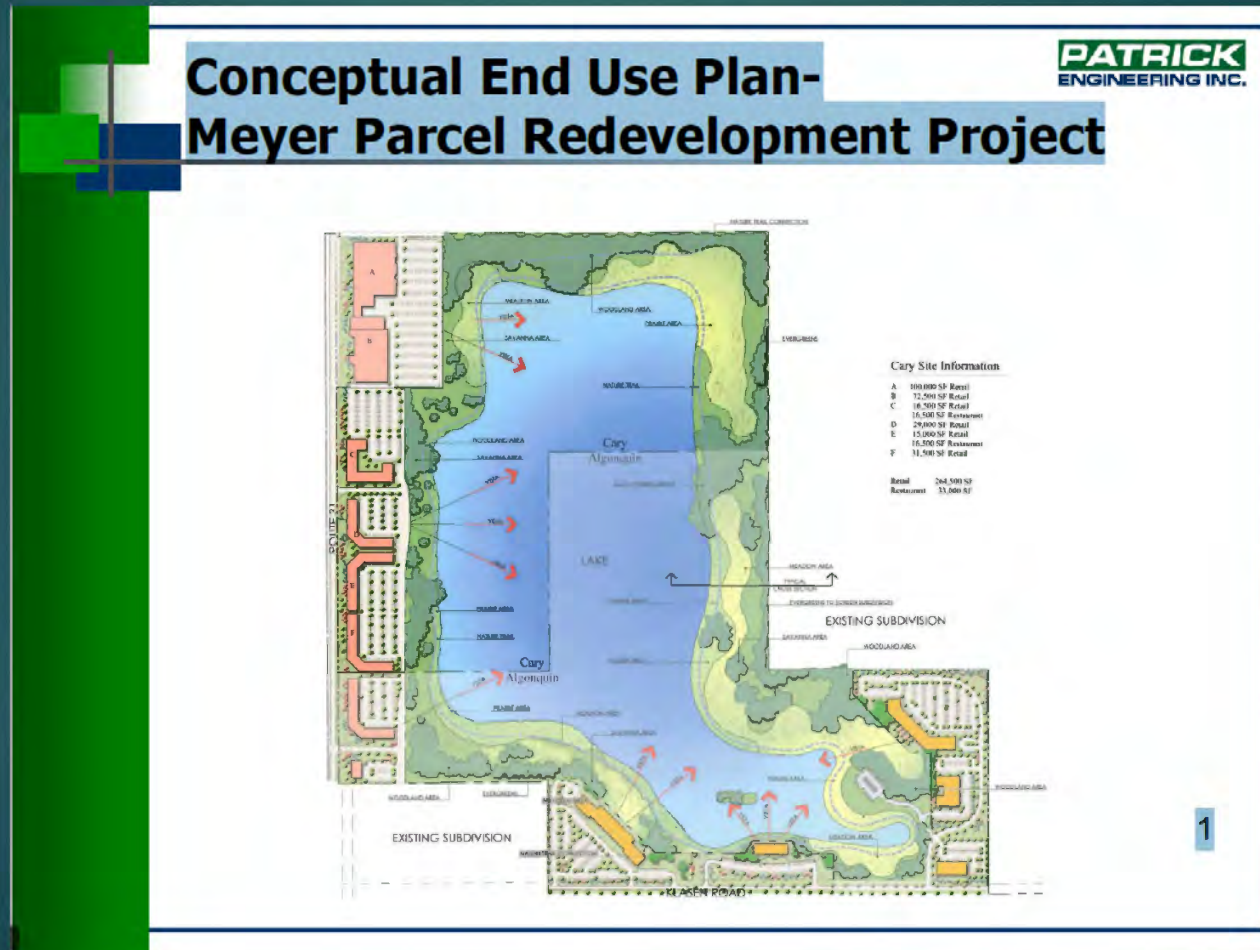
Cc: Project File (listed in footer)

Attachments: None



Meyer / Cary exhibits

# Meyer End Use Plan (2007)





# Schematic Plan (2016)

- Conceptual park/recreational uses for various portions of property
- Intent to define shape of lake for future potential recreational uses
- Development and programming subject to future Village Board approval and financing



# Restoration Plan (2016)

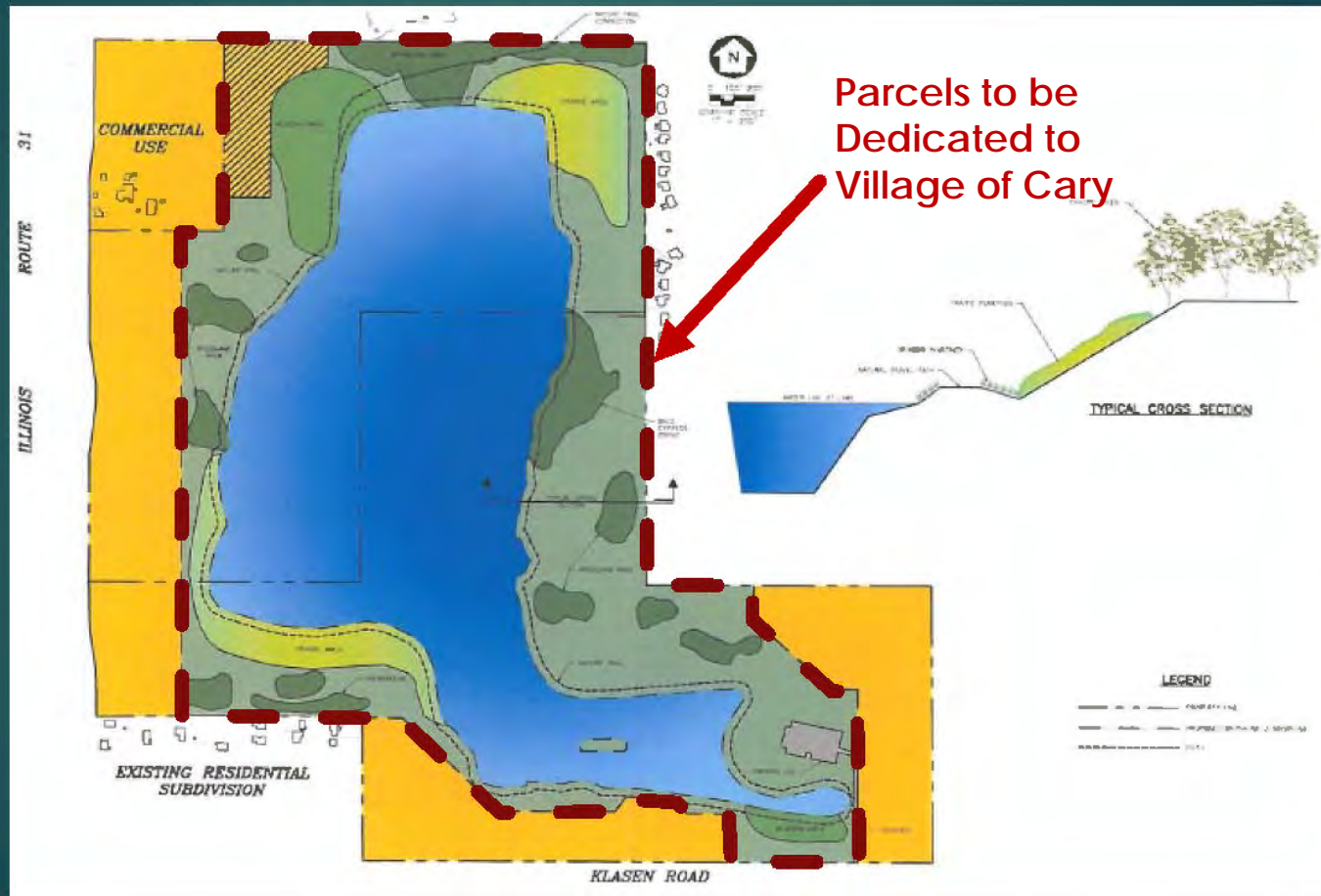
## Meyer Material Responsibilities:

- Parking lot and entrance to Klasen Road
- 15 ft wide compacted gravel trail around perimeter
- Path connection to Hoffman Park (contribution)
- Remove berm on east side of property
- Grade and stabilize slopes of lake





# Land Conveyance (2016)





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

**– M E M O R A N D U M –**

DATE: April 19, 2018

TO: President Schmitt and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Employee Leasing Agreement for Economic Development Work

---

I am recommending that the Village enter into an agreement with GovTemps for the services of Teresa Nortillo. Teresa will serve as an independent contractor working on economic development projects for the Village, reporting to Russ Farnum. It is anticipated that she will work up to 800 hours annually at a rate of \$64 per hour. The starting date will be May 7.

This agreement represents the first of 2 contract positions that I anticipate hiring for economic development services. Through the interview process, it was determined that bringing 2 people on board with complementary skills would provide the most value to the Village. The agreement for the second position will likely be before the Board in June.

The funding for the contract employees will come from existing line items for contractual services, as well as reallocating the funds associated with the vacant Senior Planner position, which will not be filled.



# Village of Algonquin

The Gem of the Fox River Valley

## **REQUEST FOR PROPOSALS PART TIME CONTRACT POSITION ECONOMIC DEVELOPMENT**

April 3, 2018

### **Overview**

The Village of Algonquin is seeking a qualified individual to proactively encourage business development in the Village in conjunction with Village staff. This individual would serve as a part time contractual employee to the Village, this is not a Village staff position. The consultant will answer to the Community Development Director, and will work on behalf of the Village to identify the growing and emerging industry, office and retail sectors and attract businesses that have the greatest potential in Algonquin, or that fulfill an unmet need in the market.

All work will be performed in close conjunction with the CD Director and other Village staff. Coordination of efforts and responsibilities will be on a collaborative basis. Responsibilities of the consultant will include, but are not necessarily limited to, the following:

### **Market the Algonquin Corporate Campus**

Primary Goal: Identify and attract investors, users and/or businesses desirable to the area in accordance with the vision of the Village, including but not limited to:

- Coordinate property listing and availability information for marketing and distribution, including MCEDC “Shovel Ready Sites” and Location One
- Coordinate with CD Director, other Village Staff, utility providers, and DCEO on responses to Site and/or RFI Inquiries
- Coordinate, communicate and build relationships with Brokers, Developers and Site Selectors

### **Market the Village’s Retail Corridors**

Primary Goal: Generate interest in retail corridors throughout the Village

- Distinguish potential users or developers for key redevelopment opportunities (such as downtown and East Algonquin Road)
- Identify and pursue key users for vacancies in all retail corridors
- Highlight and market buildable sites in all retail corridors
- Coordinate, communicate and build relationships with Brokers, Developers, Site Selectors and retail users



## **Business Retention and Development**

Primary Goal: Retain existing employers and coordinate high quality Village support and build expansion opportunities

- Coordinate with CD Staff and EDC on business outreach and retention meetings/interviews
- Coordinate closely with Chamber, EDC and CD Staff on contacting new businesses and assist with establishing open communication channels to the business community

## **General Community Marketing**

Primary Goal: Create interest in Algonquin and its many positive attributes

- Advise Village on updates and information necessary to develop an updated Community Profile and other marketing documents and tools (both print and internet)
- Advise Village on updates and information necessary to update informational folders for the Algonquin Corporate Campus
- Evaluate presence at ICSC, AIRE or similar events and assist in coordinating efforts and assist in the preparation of marketing materials for such events and attendance at such events
- Identify key advertising opportunities – Newspaper, radio, real estate journals, etc. and assist in the preparation of marketing strategies
- Additional services, information or special projects that may be requested from time to time

## **About the Village of Algonquin**

The Village of Algonquin is a financially strong northwest suburb of Chicago near the urbanized fringe. Located partially in both Kane and McHenry Counties, Algonquin is located on the exciting Randall Road corridor, and has a population of just over 30,000 persons. Algonquin's household median income is \$99,873, and nearly 75% of its population is employed in white collar jobs.

The Village has planned and set aside about 800 acres for business and industrial development, dubbed the "Algonquin Corporate Campus". **Marketing the Algonquin Corporate Campus for employment growth is the main focus of this position.** The Village's vision is to create well-paying jobs that will support the continued growth of quality housing, high end retail, and other amenities for the community. With an average commute time of over 37 minutes, the Village also would like to provide its residents a broader variety of jobs closer to home.

In addition, the Randall Road corridor has been the center of retail development in Kane and McHenry Counties for 20 years. Other prime corridors include East and West Algonquin Road (Route 62) and North and South Main Street (Route 31). Large vacant tracts are still available on Randall Road for retail and mixed uses, and both vacant sites and redevelopment opportunities exist on Algonquin Road and Main Street.

## **Submittal Requirements**

Interested individuals should submit a letter of interest (optional), resume or summary of experience to the Village. The Village of Algonquin, in its sole discretion, has the right to reject or refuse any or all inquiries, reject or refuse any or all interviews, and/or make any decision that the Village, in its discretion, deems best for the community.

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made this 18th day of April 2018 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **the Village of Algonquin** (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

### RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Worksite Employee.** The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemps remove or reassign the Worksite Employee, such request shall not be unreasonably withheld by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

**Section 2.01. Payment of Wages.** GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps' own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps shall withhold from such

wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

**Section 2.03. Employee Benefits.** GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of GovTemps.** GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

**Section 2.07. Obligations of the Municipality.** As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

- (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemps internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps workers' compensation carrier. GovTemps and GovTemps insurance carriers shall have the right to inspect the Municipality's premises to ensure that the Worksite Employee is not exposed to an unsafe

work place. In no way shall GovTemps rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemps under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemps and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within twenty-four (24) hours following notification of said injury by employee or employee's representative.

### **SECTION 3 FEES PAYABLE TO GOVTEMPS**

**Section 3.01. Fees.** The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

**Section 3.02. Increase in Fees.** GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

**Section 3.03. Payment Method.** Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

## **SECTION 4 INSURANCE**

**Section 4.01. General and Professional Liability Insurance.** The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

**Section 4.02. Certificate of Insurance.** Upon request, the Municipality shall provide GovTemps with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Effective and Termination Dates.** This Agreement shall become effective on May 7, 2018 and shall continue in effect thereafter for a period of one (1) year, or until it is



terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date." The agreement may be extended for up to one additional year, with agreement between all parties. Either party may terminate the agreement with thirty (30) days notice.

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement to execute Temp-to-Hire Arrangement.** At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a permanent employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTempssUSA, LLC within thirty (30) days of the permanent employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTempssUSA, LLC within thirty (30) days of the permanent employment date.

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Municipality acknowledges GovTemps's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemps, nor shall the Municipality hire Worksite Employee as an employee.

**Section 6.02. Injunctive Relief.** The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and

agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemps may be entitled.

**Section 6.03. Survival.** The provision of this Section 6 shall survive any termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Municipality.** The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates

that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

## **SECTION 8 ADDITIONAL PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

**Section 8.02. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

**Section 8.04. Definitions.** Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

**Section 8.05. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.06. Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

**Section 8.07. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

**Section 8.08. Notices.** Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and

return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemps:	GOVTEMPSUSA, LLC 630 Dundee Road, Suite 130 Northbrook, IL 60062 Attention: Michael Earl Telephone: 224-261-8366 Email: mearl@govhrusa.com
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If to the Municipality:	Village of Algonquin Ganek Municipal Center 2200 Harnish Dr Algonquin, IL 60102 Attention: Tim Schloneger, Village Manager Telephone: 847-658-2700 Email: timschloneger@algonquin.org
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**Section 8.09. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 8.10. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.11. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.12. Confidentiality.** Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

**Section 8.14. Arbitration.**

(a) Negotiation/Arbitration Process. The parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the parties. If settlement cannot be reached through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, the controversy or claim shall be settled by binding arbitration conducted before a single arbitrator who is knowledgeable in employment law. Either party may submit the dispute to arbitration. The arbitration will be conducted in accordance with the then applicable rules and regulations of the American Arbitration Association ("AAA"). The arbitration will be held in Cook County, Illinois. The arbitrator shall be mutually agreed upon by the parties, but if they are unable to agree on an arbitrator, the arbitrator shall be appointed by AAA. All arbitration proceedings shall be closed to the public and confidential. All records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitrator's decision.


(b) Arbitration Award. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. Except as otherwise provided in this Agreement, the arbitrator shall apply the law specified in Section 8.3. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

*[Signatures on following page]*



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSUSA, LLC,  
an Illinois limited liability company

By   
Name: Joellen C. Earl  
Title: President/Co-owner

MUNICIPALITY

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Worksite Employee and Base Compensation**

WORKSITE EMPLOYEE: Teresa Nortillo

POSITION/ASSIGNMENT: Economic Development Specialist

Village of Algonquin, IL

POSITION TERM: May 7, 2018 – May 6, 2019

Agreement may be extended for up to one additional year, with agreement

between all parties. Either party may terminate the agreement with 30 days notice.

BASE COMPENSATION: \$63/hour for hours worked only. Hours are

estimated at 16 hours per week. Hours may vary; schedule shall be

determined between the Municipality and the Worksite Employee. Hours should

be reported via email to [payroll@govtempsusa.com](mailto:payroll@govtempsusa.com) on the Monday after the prior

work week. The Village will be invoiced every other week for hours worked.

GOVTEMPSSUSA, LLC.:

MUNICIPALITY:

By: 

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

Date: 4/18/2018

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

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

**EXHIBIT B**  
**Summary of Benefits**

Not applicable.



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

**– M E M O R A N D U M –**

DATE: April 17, 2018

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *2018 Material and Maintenance Items Expenditures*

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Please find attached the MFT resolution and Municipal Estimate of Maintenance Cost for the purchase of salt, de-icing liquid and asphalt as well as for the contracted maintenance items of concrete (sidewalk, driveway apron, curb) removal and replacement, asphalt bike path repair, pavement marking, street sweeping, storm sewer cleaning, and street light maintenance for calendar year 2018. These are materials and services that public works estimates we will be using during this calendar year. IDOT requires that the Village Board pass a resolution that allows for the expenditure of Motor Fuel Tax money for the use of materials and maintenance activities performed on Village owned streets. Once the resolution is passed, IDOT allocates this money towards our motor fuel tax fund balance.

Therefore, it is the recommendation of public works that the Committee of the Whole take action to move this matter forward to the Village Board to pass a resolution allocating the sum of \$1,300,000.00 towards MFT maintenance expenses.



**Resolution for Maintenance  
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Original	18-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of  
Governing Body Type Local Public Agency Type  
Algonquin Illinois that there is hereby appropriated the sum of 1,300,000.0  
Name of Local Public Agency  
one million three hundred thousand dollars and no cents Dollars ( )  
 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from  
01/01/18 to 12/31/18  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Algonquin  
Local Public Agency Type Name of Local Public Agency  
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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 Gerry Kautz Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type  
 of Algonquin in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency  
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Algonquin at a meeting held on \_\_\_\_\_  
Governing Body Type Name of Local Public Agency Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Clerk Signature

**APPROVED**

Regional Engineer  
Department of Transportation

Date



### Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. 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.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.**

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

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District Compliance Review
- District File



Municipal Estimate of  
Maintenance Costs



Submittal Type **Original**

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

18-00000-00-GM

Beginning

1/1/2018

Maintenance Period

Ending

12/31/18

**Estimated Cost of Maintenance Operations**

Maintenance Operation (No. and Description)	Maint. Eng. Group	Insp. Req.	For Group I, IIA, IIB or III					Est Total Operation Cost
			Item	Unit	Quantity	Unit Price	Item Cost	
(I) Snow/Ice Removal McHenry Co DOT Bid	I	N	Rock Salt	ton	4,100	\$73.00	\$299,300.00	\$299,300.00
(I) Snow/Ice Removal	I	N	Liquid De-Icer	gal	16,000	\$1.43	\$22,880.00	\$22,880.00
(II) Curb Repair (local bid)	IIA	N	Concrete	lf	500	\$20.00	\$10,000.00	\$10,000.00
(II) Sidwalk Repair (local bid)	IIA	N	Concrete/labor	sf	40,000	\$5.50	\$220,000.00	\$220,000.00
(II) Driveway Apron Repair local bid	IIA	N	Concrete/labor	sf	1,000	\$10.00	\$10,000.00	\$10,000.00
(IV) Road Repair (local bid)	IV	N	HMA Surface Course mix D N50	ton	2,800	\$40.00	\$112,000.00	\$112,000.00
			HMA Binder Course mix IL 19.0 N50	ton	300	\$37.00	\$11,100.00	\$11,100.00
(IV) Bike Path Repair (local bid)	IV	N	asphalt/labor	sy	3,400	\$35.00	\$119,000.00	\$119,000.00
(IV) Pavement Marking McHenry Co DOT Bid	IV	N	paint/labor	lf	18,000	\$2.20	\$39,600.00	\$39,600.00
(IV) Street Sweeping (local bid)	IV	N	equip/labor	cycle	12	\$8,000.00	\$96,000.00	\$96,000.00
(IV) Storm Sewer Cleaning local bid	IV	N	equip/labor	ea	250	\$200.00	\$50,000.00	\$50,000.00
(IV) Street Light Maintenance local bid	IV	N	equip/labor	ea	1	\$185,000.00	\$185,000.00	\$185,000.00
Add Row								
<b>Total Estimated Maintenance Operation Cost</b>								<b>\$1,174,880.00</b>

**Estimated Cost of Maintenance Engineering**

Preliminary Engineering	
Engineering Inspection	
Material Testing	
Advertising	
Bridge Inspections	
<b>Total Estimated Maintenance Engineering Cost</b>	

**Maintenance Program Estimated Costs**

	Estimated Cost	MFT Portion	Other Funds
Maint Oper	\$1,174,880.00	\$1,174,880.00	\$0.00
Maint Eng			
<b>Totals</b>	<b>\$1,174,880.00</b>	<b>\$1,174,880.00</b>	<b>\$0.00</b>
<b>Total Estimated Maintenance Cost</b>			<b>\$1,174,880.00</b>

**Submitted**

Municipal Official

Date

Title

**Approved**

Regional Engineer

Department of Transportation

Date

### Instructions for BLR 14231

This form shall be used when a Municipality wants to expend funds for a maintenance period. The maintenance estimate must include all operations to be funded with Motor Fuel Tax (MFT) funds. If operations are added during the maintenance period, a revised or supplemental estimate is required. All estimates of maintenance costs must be submitted to the district for approval prior to incurring any expenses. The amount of MFT funds expended on items covered in the estimate is limited to the amount of MFT funds appropriated in the maintenance resolution. IF rental equipment is included in the estimate, BLR 12110 must also be completed and submitted.

For additional information refer to the Bureau of Local Roads and Streets Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Submittal Type From the drop down, choose Original (being submitted for the first time), Revised (revising a previously approved submittal), or Supplemental (addition to estimate(s) already approved).

Local Public Agency Insert the name of the municipality.

County Insert the name of the County in which the municipality is located.

Maintenance Period  
Beginning Insert the beginning date of the maintenance period. This must be 12 or 24 consecutive months. The dates must match those on the resolution.

Ending Insert the ending date of the maintenance period, following the above guidelines.

### Estimated Cost of Maintenance Operations

To aid in determining quantities for maintenance operations, the LPA may develop their own spreadsheet containing the following information. IDOT does not provide a form for this purpose.

Location			Surface			Maintenance Operation			
Street/Road	From	To	Existing Type	Length	Width	No.	Description	Unit	Quantity

Maintenance Operations List each maintenance operations with a consecutive operation number. If an operation is not listed MFT funds cannot be expended for that operation.

Maint. Engineering Group From the drop down, select the group number that applies to the maintenance operation to be performed. All maintenance operations shall require one of the following group designations.  
**1. Group I.** Services purchased without a proposal such as electrical energy or materials purchased from Central Management Services' Joint Purchasing Program ([www.purchase.state.il.us](http://www.purchase.state.il.us)) or another joint purchasing program that has been approved by the District BLRS or Central BLRS.  
**2. Group II-A.** Routine maintenance or maintenance items that do not require competitive sealed bids according to section 12-1.02(a) or local ordinance/resolution.  
**3. Group II-B.** Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance, limited amounts of CC&G repair, scour mitigation, pavement patching and minor drainage repairs.  
**4. Group III.** Maintenance items that are not covered by Group I or IIB and require competitive bidding with a material proposal or a delivery and install proposal.  
**5. Group IV.** Maintenance items that are not covered by Group I or IIB and require competitive bidding with a contract proposal.

Insp Req. From the drop down, select 'Y' if the operation being performed requires an engineering inspection or 'N' if the operation does not need an engineering inspection.

Item For Groups I, IIA, IIB (not performed by a formal contract), and III type operations list each item to be used in this maintenance operation. For Group IIB items being done by a formal contract and Group IV items list "by contract".

Unit For Groups I, IIA, IIB (not performed by a formal contract), and III insert the unit of measure for each listed item.

Quantity For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated quantity for each listed item.

Unit Price For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated unit price for each listed item.

Item Cost This is a calculated field, no entry is necessary. It calculates the quantity times the unit price.

Est. Total Operation Cost For each operation listed, insert the total estimated cost of that operation.

Total Estimated Maintenance Operation Cost This is a calculated field, no entry is necessary. It sums all the maintenance operations listed.

Printed 04/19/18

**Estimated Cost of Maintenance Engineering**

Preliminary Engineering	Insert the estimated cost for preliminary engineering. This will be calculated based on the maintenance engineering agreement.
Engineering Inspection	Insert the estimated cost of engineering inspection. This will be calculated based on the maintenance engineering agreement.
Material Testing	Insert the estimated cost of material testing, if applicable.
Advertising	Insert the estimated cost of advertising, if applicable.
Bridge Inspections	Insert the estimated cost of bridge inspections, if applicable. This will be calculated based on the engineering agreement.
Total Estimated Maintenance Engineering Costs	This is a calculated field, no entry is necessary. It sums all the maintenance engineering costs listed.

**Maintenance Program Estimated Costs**

Estimated Costs	For maintenance, insert the total estimated maintenance operation costs. For Maintenance Engineering, this will be automatically inserted based on the estimated engineering costs from the maintenance engineering table. The totals will automatically calculate.
MFT Portion	For each type insert the MFT funds estimated to be used for that type. The totals will automatically calculate.
Other Funds	For each type insert the amount of other funds estimated to be used for that type. The totals will automatically calculate.
Totals	This is a calculate field, no entry is necessary. It sums the total for estimated cost, MFT portion and other funds.
Submitted	The proper municipal official shall insert their title and date here.
Approved	Upon approval the Regional Engineer shall sign and date here.

**A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.**

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

Municipal Clerk  
Engineer (Municipal or Consultant)  
District Compliance Review  
District File



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

**– M E M O R A N D U M –**

DATE: April 16, 2018

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Pavement Marking Bid*

---

Bids were opened on April 12, 2018 for contracted service for paint pavement marking. The Village participated in a joint bid for this service through the McHenry County Municipal Purchasing Initiative, which was led by the McHenry County Highway Department. The joint bid included the townships of Chemung, Dorr, Grafton, Hartland, Marengo, Richmond and Riley as well as the communities of Algonquin, Huntley and McHenry.

There were 5 bidders on the project with Precision Pavement Marking coming in the lowest at \$232,260.59 when combining the total quantities for each community. The Village of Algonquin submitted the following quantities as part of the bid:

4" line (combination of white & yellow)	62,000 linear feet
6" line (combination of white & yellow)	800 linear feet
Letters and symbols	400 square feet

Precision Pavement Marking had the lowest unit price bid for each of the above specified marking types which also makes them the lowest cost for just the Algonquin portion of the bid. We have used this company for the past 3 years to perform our pavement marking services and have been satisfied with their work.

Money has been budgeted in the Motor Fuel Tax Fund to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Precision Pavement Marking to perform painting services for the 2018/19 fiscal year.



# McHenry County Division of Transportation

## Bid Tabulation

18-00000-10-GM

Paint Pavement Markings

4/12/2018 @ 10:00 am

Item No.	Items	Unit	Engineer's Estimate			Countryman, Inc.		Precision Pavement Marking		Preform Traffic Control System	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Paint Pvt Mkgs-Line 4"	ft	3,137,728	\$0.11	\$345,150.08	\$0.096	\$301,221.89	\$0.07	\$219,640.96	\$0.076	\$238,467.33
	Paint Pvt Mkgs-Line 6"	ft	29,694	\$0.48	\$14,253.12	\$0.192	\$5,701.25	\$0.20	\$5,938.80	\$0.300	\$8,908.20
	Paint Pvt Mkgs-Line 8"	ft	805	\$0.40	\$322.00	\$1.400	\$1,127.00	\$0.25	\$201.25	\$0.085	\$68.43
	Paint Pvt Mkgs-Line 12"	ft	4,440	\$1.55	\$6,882.00	\$2.100	\$9,324.00	\$1.00	\$4,440.00	\$1.000	\$4,440.00
	Paint Pvt Mkgs-Line 24"	ft	722	\$2.10	\$1,516.20	\$4.200	\$3,032.40	\$1.35	\$974.70	\$1.600	\$1,155.20
	Paint Pvt Mkgs-Letters & Symbols	sq ft	788.8	\$2.30	\$1,814.24	\$4.000	\$3,155.20	\$1.35	\$1,064.88	\$1.600	\$1,262.08
	<b>TOTAL</b>				\$369,937.64		\$323,561.74		<b>\$232,260.59</b>		\$254,301.24

Low Bid

Item No.	Items	Unit	Engineer's Estimate			Roadsafe Traffic Systems		Roadsafe Traffic Systems	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Paint Pvt Mkgs-Line 4"	ft	3,137,728	\$0.11	\$345,150.08	\$0.10	\$313,772.80	\$0.125	\$392,216.00
	Paint Pvt Mkgs-Line 6"	ft	29,694	\$0.48	\$14,253.12	\$0.40	\$11,877.60	\$0.200	\$5,938.80
	Paint Pvt Mkgs-Line 8"	ft	805	\$0.40	\$322.00	\$2.00	\$1,610.00	\$0.270	\$217.35
	Paint Pvt Mkgs-Line 12"	ft	4,440	\$1.55	\$6,882.00	\$3.00	\$13,320.00	\$1.250	\$5,550.00
	Paint Pvt Mkgs-Line 24"	ft	722	\$2.10	\$1,516.20	\$6.00	\$4,332.00	\$2.750	\$1,985.50
	Paint Pvt Mkgs-Letters & Symbols	sq ft	788.8	\$2.30	\$1,814.24	\$6.00	\$4,732.80	\$3.000	\$2,366.40
	<b>TOTAL</b>				\$369,937.64		\$349,645.20		\$408,274.05

### Bidders

Marking Specialists Corporation  
Countryman, Inc.  
**Precision Pavement Marking, Inc.**  
Roadsafe Traffic Systems, Inc.  
Preform Traffic Control Systems, Inc

PO Box 745  
PO Box 1364  
**955 Grace Street**  
12225 Disk Dr  
625 Richard Ln  
Arlington Heights, IL 60005  
Rockford, IL 61105  
**Elgin, IL 60120**  
Romeoville, IL 60446  
Elk Grove, IL 60007

RETURN WITH BID



**Illinois Department  
of Transportation**

**Local Public Agency  
Material Proposal or  
Deliver & Install  
Proposal**

PROPOSAL SUBMITTED BY		
Precision Pavement Markings, Inc.		
Contractor's Name		
Street	705	P.O. Box
Elgin	IL	60121
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF McHenry

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various

SECTION NO. 18-00000-10-GM

TYPES OF FUNDS MFT

☐ MATERIAL PROPOSAL

☒ SPECIFICATIONS (required)

☒ DELIVER & INSTALL PROPOSAL

☐ PLANS (if applicable)

**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

**Department of Transportation**

☒ Released for bid based on limited review

*Joseph R. Korpalski Jr.*  
Regional Engineer

3/12/2018

Date

**For County and Road District Projects**

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

*Joseph R. Korpalski Jr.*  
County Engineer/Superintendent of Highways

3/12/2018

Date

County Engineer  
On behalf of IDOT pursuant to Agreement  
of Understanding dated March 4, 2005

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

# RETURN WITH BID

## NOTICE TO BIDDERS

County McHenry  
 Local Public Agency McHenry County  
 Section Number 18-00000-10-GM  
 Route Various

Sealed proposals for the furnishing or delivering & installing materials required in the construction/maintenance of the above Section will be received and at that time publicly opened and read at the office of Division of Transportation,

16111 Nelson Road Woodstock, IL 60098

Address

until 10:00 AM  
 Time

on April 12, 2018  
 Date

- Plans and proposal forms will be available in the office of McHenry County Division of Transportation  
https://www.co.mchenry.il.us/county-government/departments-j-z/transportation/doing-business/bid-documents.  
 Address
- ☒ Prequalification. If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work.
- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
- Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 18-00000-10-GM".

By Order of McHenry County Board  
 (Awarding Authority)

03/12/2018  
 Date

Joseph R. Korpalski, Jr., P.E.  
 (County Engineer/Superintendent of Highways/Municipal Clerk)

### Material Proposal or Deliver & Install Proposal

To McHenry County Board  
 (Awarding Authority)

If this bid is accepted within 45 days from date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2016, and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2018, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
- Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
- The contractor and/or local agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

Discounts will be allowed for payment as follows: \_\_\_\_\_ % \_\_\_\_\_ calendar days: \_\_\_\_\_ % \_\_\_\_\_ calendar days.

Discounts will not be considered in determining the low bidder.

Bidder Precision Pavement Markings, Inc.

By Billy J. Salgo  
 (Signature)

Address PO Box 705 Elgin, IL 60121

Title Corporate Secretary

[illegible]

ate laws prohibiting bid-rigging or bid rotating.

Billy J. Salgo  
Signature of Bidder

PO Box 705 Elgin, IL 60121  
Address



# Illinois Department of Transportation

## Local Agency Proposal Bid Bond

**RETURN WITH BID**

Route \_\_\_\_\_  
County McHenry  
Local Agency McHenry County  
Section 18-00000-10-GM

### PAPER BID BOND

WE Precision Pavement Markings, Inc. as PRINCIPAL,  
and Nationwide Mutual Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 5th day of April, 2018

**Principal**

Precision Pavement Markings, Inc.

By: Billy J. Salazar, Corp. Secretary  
(Signature and Title)

By: \_\_\_\_\_  
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Nationwide Mutual Insurance Company

(Name of Surety)

**Surety**

By: Jake B. Kelly  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF Kane

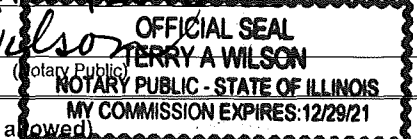
I, Terry Wilson, a Notary Public in and for said county,  
do hereby certify that Billy J. Salazar

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of April, 2018

My commission expires 12/29/21



### ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)  
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

John G. Kelly

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million Dollars and No/100

\$ 1,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

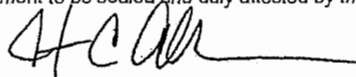
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017.



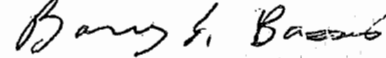
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS  
Notary Public, State of New York  
No. 02BA4656400  
Qualified in New York County  
Commission Expires April 30, 2019



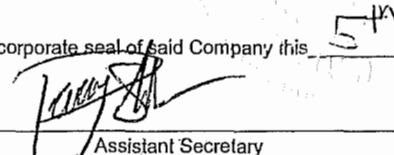
Notary Public  
My Commission Expires  
April 30, 2019

CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of April, 2018.

This power of attorney expires: April 30, 2019

  
Assistant Secretary