AGENDA COMMITTEE OF THE WHOLE August 14, 2018 2200 Harnish Drive Village Board Room

- AGENDA -

7:30 P.M.

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

- 1. Roll Call Establish Quorum
- 2. Administer Oath of Office to Police Officer Ranae Cirrincione
- 3. **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.*)
- 4. Community Development
 - A. Consider a Land Donation (Kaper's Business Center Outlot A)
- 5. **General Administration**
 - A. Consider a Standard Small Cell Pole Attachment Agreement
 - B. Consider an Amendment to the 2017-2018 Fiscal Year Annual Budget
 - C. Consider Adopting a Police Pension Funding Policy
 - D. Consider Certain Items as Surplus
- 6. **Public Works & Safety**
 - A. Consider an Agreement with Superior Road Striping for Thermoplastic Pavement Marking Services
 - B. Consider an Agreement with Trotter & Associates for Phase 2 Design Engineering Services for the Waste Water Treatment Facility Phase 6B Improvements
 - C. Consider a Low Interest Loan Agreement with the Illinois Environmental Protection Agency for the Finance of Three Major Maintenance and Construction Projects
 - D. Consider and Agreement with Applied Ecological Services for the Souwanas Creek Emergency Repair Design Build
 - E. Consider an Agreement with Evoqua Water Technologies for Replacement Membranes at Water Treatment Plant 3
- 7. Executive Session
 - A. Land Acquisition
 - B. Pending Litigation
- 8. Other Business
- 9. **Adjournment**



VILLAGE OF ALGONQUIN OATH OF OFFICE



I, <u>Ranae Cirrincione</u>, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois, the Rules of the Algonquin Police Department, the Algonquin Police Commission Rules and Regulations, the Municipal Code of the Village of Algonquin, and that I will faithfully discharge the duties of the office of <u>Police Officer</u> according to the best of my ability.

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

Ranae Cirrincione

August 14, 2018
Subscribed and Sworn on this date

Oath administered by: Michelle A Weber

Oath administered by: Michelle A Weber Deputy Village Clerk



VILLAGE OF ALGONQUIN

COMMUNITY DEVELOPMENT DEPARTMENT

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

DATE: August 14, 2018

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: Accepting the donation of property – Kaper's Business Center Outlot A

Staff has identified a critical stormwater detention pond that has downstream water quality impacts and is in need of significant restoration work. The pond is located just south of Lifetime Fitness on Huntington Drive, and ultimately connects further south into the wetland complex the Village acquired recently on the same / east side of Randall Road.

The parcel is owned by the Northwest Algonquin/Randall Business Owners Association, which has agreed to donate the property to the Village (permanent index number of 19-29-352-002). The Village Attorney is finalizing with the owner's Attorney for the necessary title deed and policy, in order that we have assurance that there are no liens or mortgages and we are receiving good title.

The terms of the donation state that the Village will be responsible for the 2018 property taxes, of which there are none owed. Once we take possession, we will proceed with removing it from the tax rolls.

Initial improvements will be funded through a \$30,000 stormwater fee-in-lieu of detention that will be collected by the Village from the developer of the Oberweis Dairy project. The Oberweis parcel's stormwater will connect to the pond and they have decided to pay a fee-in-lieu rather than install a more costly underground detention vault on their site.

Enclosed is a map of the property. Staff recommends the Committee move to accept the property donation at the next Village Board meeting.

Staff as well as the President of the Business Owners Association, Mr. Tim Schwartz, will be in attendance and available to answer any questions at Tuesday's meeting.



LAW OFFICES **ZUKOWSKI, ROGERS, FLOOD & McARDLE**50 VIRGINIA STREET

CRYSTAL LAKE, ILLINOIS 60014

RUTH A. SCHLOSSBERG rschlossberg@zrfmlaw.com

(815) 459-2050 Facsimile (815) 459-9057 www.zrfmlaw.com

MEMORANDUM

To: President and Board of Trustees

From: Ruth A. Schlossberg, Village Attorney

Cc: Kelly Cahill, Tim Schloneger, Robert Mitchard

Date: July 24, 2018

RE: Small Cell Pole Attachment Agreement

As you know, the Village recently passed an ordinance regulating applicants for small cell devices both in municipal rights of way and commercial and industrial districts. Pursuant to state law and that ordinance, applicants may seek to use municipal poles for their small cell devices. Under most circumstances, the Village will be required to accept those when physically possible and when it does not interfere with public safety. The state's small cell law regulates most aspects of this rental process, but the Illinois Municipal League has still provided a model "pole attachment agreement" to use when applicants seek to use municipal poles in the right of way.

While the model agreement largely repeats the new law and ordinance standards, it is useful because it contains a "supplement" that will need to be completed for each device on each pole. That supplement can be modified to reflect the specific circumstances for each pole such as any necessary landscaping, safety, make-ready or other conditions for the use of the pole. The attached agreement is based on the IML's model pole attachment agreement although we have modified it to include the Village's own code citations and to further clarify the model language. It should be consistent with your new small cell ordinance.

If this meets with your approval, we recommend that the Village Board approve the form of the agreement and delegate to the Village Manager the authority to execute the agreement with individual applicants with modifications to the Supplement to the Agreement that the Village Manager determines are appropriate for each application.

If you have any questions about this, I hope you will not hesitate to let us know.

MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (Agree	ement) made thisday of
, 2018, between the Village of Algonquin	n, with its principal offices located at 2200
Harnish Dr., Algonquin, IL 60102, hereinafter designate	d VILLAGE and
	, with its principal offices at
	, hereinafter designated
LICENSEE. VILLAGE and LICENSEE are at times colle	ectively referred to hereinafter as the
"Parties" or individually as the "Party."	·

WITNESSETH

WHEREAS, VILLAGE is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of VILLAGE's utility poles, wireless support structures and/or real property; and

WHEREAS, LINCENSEE and VILLAGE acknowledge that any term used in this Agreement that is defined in Section 2 of the Small Wireless Facilities Deployment Ordinance (Ordinance No. 2018-10, as now or hereafter amended) shall have the meaning provided therein: and

WHEREAS, VILLAGE and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, VILLAGE and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which VILLAGE may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the VILLAGE and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, et. seq. and Federal Communication Commission Regulations; and

WHEREAS, VILLAGE and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, VILLAGE agrees to license to LICENSEE that certain space on or upon VILLAGE's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties, hereinafter referred to as the "Premises". for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-ofway, seven (7) days a week, twenty four (24) hours a day, over the Property adjoining the Premises (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The VILLAGE's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the VILLAGE's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, VILLAGE agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by VILLAGE.
- 2) <u>PERMIT APPLICATION</u>. For each small wireless facility, LICENSEE shall submit an application to VILLAGE for permit that includes:
 - a) Site specific structural integrity and, for VILLAGE'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f) Certification that the collocation complies with VILLAGE's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.
 - g) The application fee due.
- 3) <u>APPLICATION FEES</u>. Application fees are subject to the following requirements:
 - a) LICENSEE shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

- b) LICENSEE shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- VILLAGE shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies VILLAGE at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from VILLAGE to work within rights-of-way for activities that affect traffic patterns or require lane closures.

4) **REQUIREMENTS**.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The VILLAGE may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of 8 feet from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.

- f) LICENSEE shall comply with all the terms and conditions of Chapter 39 (Construction of Utility Facilities in the Rights of Way) of the VILLAGE Code, as now or hereafter amended.
- g) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by Chapter 39 (Construction of Utility Facilities in the Rights of Way) of the VILLAGE Code, as now or hereafter amended.
- h) LICENSEE shall comply with requirements that are imposed by a contract between the VILLAGE and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- LICENSEE shall comply with applicable spacing requirements of Chapter 39
 (Construction of Utility Facilities in the Rights of Way) of the VILLAGE Code, as now or
 hereafter amended, concerning the location of ground-mounted equipment located in the
 right-of-way.
- j) LICENSEE shall comply with Chapter 39 (Construction of Utility Facilities in the Rights of Way) of the VILLAGE Code, as now or hereafter amended, concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, if any.
- k) LICENSEE shall comply with Chapter 39 (Construction of Utility Facilities in the Rights of Way) of the VILLAGE Code, as now or hereafter amended, for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by VILLAGE regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- I) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on VILLAGE utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the VILLAGE utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with all applicable code provisions, including those of Chapter 39 (Construction of Utility Facilities in the Rights of Way) of the VILLAGE Code, as now or hereafter amended, for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) LICENSEE shall comply with all applicable codes, as now or hereafter amended, that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

o) LICENSEE shall comply with all design standards for utility poles that are contained in Chapter 39.24(C)(3)(f) of the Village Code, as now or hereafter amended.

5) <u>APPLICATION PROCESS</u>. VILLAGE shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by VILLAGE shall be processed by VILLAGE and deemed approved if VILLAGE fails to approve or deny the application within 90 days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify VILLAGE in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by VILLAGE. The receipt of the deemed approved notice shall not preclude VILLAGE's denial of the permit request within the time limits as provided under Chapter 39.24 (Small Wireless Facilities) of the VILLAGE Code, as now or hereafter amended.
- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if VILLAGE fails to approve or deny the application within 120 days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify VILLAGE in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by VILLAGE. The receipt of the deemed approved notice shall not preclude VILLAGE's denial of the permit request within the time limits as provided under Chapter 39.24 (Small Wireless Facilities) of the VILLAGE Code, as now or hereafter amended.
- c) VILLAGE shall approve an application unless the application does not meet the requirements of Chapter 39.24 (Small Wireless Facilities) of the VILLAGE Code, as now or hereafter amended.
- d) If VILLAGE determines that applicable codes, local code provisions or regulations that concern public safety, or the Requirements of Chapter 39.24 (Small Wireless Facilities) of the VILLAGE Code, as now or hereafter amended, require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. VILLAGE must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day VILLAGE denies an application. LICENSEE may cure the deficiencies identified by VILLAGE and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. VILLAGE shall approve or deny the revised application within 30 days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify VILLAGE in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to

the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e) COMPLETENESS OF APPLICATION. Within 30 days after receiving an application, the VILLAGE shall determine whether the application is complete and notify the applicant. If an application is incomplete, the VILLAGE shall specifically identify the missing information. An application shall be deemed complete if the VILLAGE fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the VILLAGE's permit application form are submitted by the application to the VILLAGE. Processing deadlines are tolled from the time the VILLAGE sends the notice of incompleteness to the time the applicant provides the missing information.
- f) <u>TOLLING</u>. The time period for applications may be further tolled by the express agreement in writing by both VILLAGE and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
- g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of VILLAGE shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, VILLAGE may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. VILLAGE may issue separate permits for each collocation that is approved in a consolidated application.
- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless VILLAGE and LICENSEE agree to extend this period or a delay is caused by make-ready work for a VILLAGE utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless VILLAGE grants an extension in writing to the LICENSEE.
- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of 5 years, and the permit and Supplement shall be renewed for equivalent durations unless VILLAGE makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Chapter 39.24 (Small Wireless Facilities) of the VILLAGE Code, as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the VILLAGE's code provisions or regulations in effect at the time of renewal.
- 8) <u>EXTENSIONS</u>. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving VILLAGE written notice of the intent to terminate at least three (3) months prior to the end of the then current

term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the VILLAGE in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). VILLAGE and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. VILLAGE and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to VILLAGE's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, VILLAGE agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.
- 10) <u>ABANDONMENT</u>. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless facility within 90 days after receipt of written notice from VILLAGE notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by VILLAGE to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within 90 days of such notice, VILLAGE may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to VILLAGE of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

- 11) <u>CONDITION OF PREMISES.</u> Where the Premises incudes one or more Poles, VILLAGE covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the VILLAGE fails to make such repairs including maintenance within 60 days, of any notification to VILLAGE, the LICENSEE shall have the right to cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.
- 12) MAKE READY TERMS. VILLAGE shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified

and included in an existing or preliminary VILLAGE or public service agency plan. Fees for make-ready work, including any VILLAGE utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for VILLAGE utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the VILLAGE at the LISCENEE's sole cost and expense.

- 13) <u>AERIAL FACILITIES.</u> For VILLAGE utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. VILLAGE shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed Chapter 39.24 (Small Wireless Facilities) of the VILLAGE Code, as now or hereafter amended. The good-faith estimate of the person owning or controlling VILLAGE's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include VILLAGE utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 14) NO AERIAL FACILITIES. For VILLAGE utility poles that do not support aerial facilities used to provide communications services or electric services, VILLAGE shall provide a good-faith estimate for any make-ready work necessary to enable the VILLAGE utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any VILLAGE utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if VILLAGE determines that applicable codes or public safety regulations require the VILLAGE's utility pole to be replaced to support the requested collocation, VILLAGE may require LICENSEE to replace VILLAGE's utility pole at LICENSEE's sole cost and expense.
- 15) GENERAL RESTRICTIONS. In the event VILLAGE, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, VILLAGE shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, VILLAGE shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, VILLAGE must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.
- 16) <u>ELECTRICAL</u>. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for

LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of VILLAGE. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or VILLAGE); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.

- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by VILLAGE. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by VILLAGE.
- 18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to VILLAGE in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by VILLAGE. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to VILLAGE for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the VILLAGE until all equipment is removed from the Property.
- 19) <u>INSURANCE</u>. LICENSEE shall carry, at LICENSEE's own cost and expense, the insurance required of wireless providers by Chapter 39.24(F) of the VILLAGE Code, as now or hereafter amended.

- 20) <u>INDEMNIFICATION</u>. LICENSEE shall indemnify and hold VILLAGE harmless against any and <u>all</u> liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of VILLAGE's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of VILLAGE or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the VILLAGE with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.
- 21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. VILLAGE agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.
- 22) <u>RIGHTS UPON SALE</u>. Should VILLAGE, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.
- 23) <u>NOTICES</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

VILLAGE: Village Manager Village of Algonquin 2200 Harnish Dr. Algonquin, IL 60102

Copy to: Attorney Kelly Cahill Zukowski, Rogers, Flood & McArdle 50 Virginia Street Crystal Lake, IL 60014

LICENSEE:

[Name] [Company] [Address] [City, State Zip]

Copy to:
[Name]
[Company]
[Address]
[City, State Zip]

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 24) <u>CASUALTY</u>. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided VILLAGE has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to VILLAGE. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.
- 25) <u>DEFAULT</u>. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.
- 26) <u>REMEDIES.</u> In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited

- to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.
- 27) <u>APPLICABLE LAWS</u>. During the Term, VILLAGE shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be VILLAGE's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).
- 28) <u>BOND</u>. LICENSEE shall deposit with VILLAGE on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to VILLAGE in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.
- 29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the VILLAGE and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the VILLAGE or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.
- 30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
- 31) <u>AUTHORIZATION.</u> LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

BY:	
Name:	
Title:	
Date:	
LICENSEE:	
BY:	
Name:	
Title:	
Date:	

Village of Algonquin, an Illinois Municipal Corporation

VILLAGE:

EXHIBIT "A"

LICENSE SUPPLEMENT

2200 Harnish Dr.,, whose principal (LICENSEE).
(LICENSEE).
(LICENSEE).
ent as referenced in that
, (the "Agreement"). All by reference and made a
by reference and made a ent. In the event of a Agreement and this permitted by applicable neaning described for
by the VILLAGE to the
r

- 3. <u>Term</u>. The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
- 4. <u>Consideration.</u> Rent under this Supplement shall be \$200.00 per year, payable to VILLAGE at 2200 Harnish Dr., Algonquin, IL 60102. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
- 5. <u>Site Specific Terms.</u> (Include any site-specific terms regarding the pole, make-ready work, landscaping, design or other terms depending on the specific poles involved.)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

VILLAGE

Village of Algonquin, a	an Illino	is Municipal	Corporation
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BY:
Name:
Title:
Date:
LICENSEE
BY:
Name:
Title:

EXHIBIT 1

Premises

(see attached site plans)



VILLAGE OF ALGONQUIN MEMORANDUM

To: Tim Schloneger, Village Manager

From: Susan Skillman, Comptroller

Date: July 31, 2018

Re: Budget Amendment – Fiscal Year Ending April 30, 2018

Village department heads submitted requests to increase their budget for Fiscal Year Ending April 30, 2018, that requires approval by the Village Board. Budget Ordinance No. 2017–O–09 created spending authority for Fiscal Year Ending April 30, 2018. Illinois statutes allow the Village Board to delete, add to, or change the budget by a vote of two-thirds of the corporate authorities then holding office.

Exhibit A summarizes the budget revisions to the various line items made during Fiscal Year Ending April 30, 2018. Spending for these revisions has caused the original fund budgets to be exceeded. Budget amendments for these increases to budgeted expenditures are justified under Illinois statutes as follows: budget increases for expenditures may be made due to the use of Fund Balance (cash reserves) that existed at the beginning of the fiscal year. The preliminary change in fund balance (Revenues over Expenditures) in the General Fund indicates an increase of \$822,422 at April 30, 2018.

The amendment requires the two-thirds approval of the Village Board. A draft budget amendment ordinance with Exhibit A is also attached. The changes, which are shown on Exhibit A, are explained as follows:

<u>General Fund</u>: The expenditure budget for professional services for the police department vehicles & equipment increased \$30,844. A new squad was purchased to replace one involved in an accident. The village was reimbursed insurance proceeds of \$27,300 to cover a portion of this expense with the remainder using fund balance.

Public Art for community development department increased \$4,000 for additional Art on the Fox event expenses. There was a transfer from public art restricted funds for this increase.

In General Services-Public Works, there was an increase of \$43,000 for electric, as additional funds were needed over the amount budgeted. Professional services increased \$22,600 as additional mosquito spraying and other expenses were required due to the flood event. Materials increased \$9,076 for park signage and sand purchases for the flood event. The offset for these increases was from fund balance in the general fund.

Tree planting increased \$3,888 as a carryover from the previous year. The offset for these increases is in cash reserves in the beginning fund balance, as expenditures were not completed in the prior fiscal year.

<u>Park Improvement Fund</u>: The expenditure budget for maintenance-tree planting increased \$11,110 in the park improvement fund. The offset for this increase is in cash reserves in the beginning fund balance, as expenditures were not completed in the prior fiscal year.

Capital improvement increased \$36,000 for expenses related to the Spella Park pollinator project. Grant funding of \$10,000 was received from ComEd to cover part of this expense with the remainder using fund balance.

<u>Water & Sewer Operating Fund</u>: Engineering expenditures increased \$44,000 relating to the sewer phosphorus removal feasibility study. This project was budgeted in FY 2017, but not completed until FY 2018. The offset for these increases is in cash reserves in the beginning fund balance, as expenditures were not completed in the prior fiscal year.

<u>Development Fund</u>: The expenditure budget for snow removal increased \$20,000 due to additional funds needed for cul de sac snow plowing. The offset for these increases was from fund balance in the development fund.

Recommendation: Forward the draft ordinance with Exhibit A to the Village Board for consideration at the Committee of the Whole Board Meeting to amend the budget for Fiscal Year Ending April 30, 2018.

ORDINANCE NO. 2018-O-

AN ORDINANCE AMENDING THE VILLAGE OF ALGONQUIN ANNUAL BUDGET FOR FISCAL YEAR 2017-2018

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

WHEREAS, the President and Board of Trustees of the Village of Algonquin, McHenry and Kane counties, Illinois, have adopted the budget form of financing by passing Ordinance 92-0-82, "An Ordinance Authorizing the Budget Process for Fiscal Years Beginning with the 1993-94 Fiscal Year and Amending the Algonquin Municipal Code," and subsequently passed Ordinance 2017-O-09 "An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2017–2018"; and

WHEREAS, 65 ILCS 5/8-2-9.6 provides that by a vote of two-thirds of the corporate authorities then holding office, the annual budget "may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves;" and

WHEREAS, since the passage of Ordinance 2016-O-08 the President and Board of Trustees have found it necessary to amend Ordinance 2016-O-08.

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

SECTION 1: That Ordinance 2017-O-09, "An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2017–2018," shall be amended as depicted in Exhibit A, attached hereto and made a part hereof.

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

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

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

VOTING AYE:	
VOTING NAY:	
ABSTAIN:	
ABSENT:	
	APPROVED:
	John C. Schmitt, Village President
ATTEST:Gerald S. Ka	autz, Village Clerk
Passed:	
Approved:	
PUBLISHED IN PAMPHL	ET FORM:

Village of Algonquin Budget Amendments for the Year Ending 4/30/2018 Fund Balance Offset

General Fund Account # Expenditures:	Description		Original <u>Budget</u>		Revised <u>Budget</u>		Increase/ (Decrease)
01200200 43335 01300100 43362 01500300 42212 01500300 42234 01500300 43309 01500300 44402	Vehicles & Equipment (Non-Capital) Public Art Electric Professional Services Materials Tree Planting	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	79,300 5,000 375,600 274,350 47,750 54,300 836,300	\$ \$ \$ \$ \$ \$ \$ \$	110,144 9,000 418,600 296,950 56,826 58,188 949,708	\$ \$ \$ \$	30,844 4,000 43,000 22,600 9,076 3,888 113,408
Park Improvement Fund Account # Expenditures: 06900300 44402 06900300 45593	<u>Description</u> Maintenance-Tree Planting Capital Improvement	\$ \$	Original Budget 11,000 105,000 116,000	\$ \$	Revised <u>Budget</u> 22,110 141,000 163,110	\$ \$	Increase/ (<u>Decrease</u>) 11,110 36,000 47,110
Water & Sewer Operating Fund Account # Expenditures:	Description		Original <u>Budget</u>		Revised <u>Budget</u>		Increase/ (Decrease)
07800400 42232	Engineering	\$ \$	4,000 4,000	\$ \$	48,000 48,000	\$ \$	44,000 44,000
Development Fund Account # Expenditures:	Description		Original Budget		Revised Budget		Increase/ (Decrease)
Account #	<u>Description</u> Snow Removal	\$ \$	_	\$ \$		\$ \$	
Account # Expenditures:			<u>Budget</u> 40,000		Budget 60,000		(Decrease) 20,000
Account # Expenditures: 16230300 42264 Total - All Funds: Revenues Expenditures Recap of Revisions: Fund: General MFT			<u>Budget</u> 40,000	\$ \$ \$	Budget 60,000	\$ \$ /(D \$	20,000 20,000 20,000 224,518 Expenditures
Account # Expenditures: 16230300 42264 Total - All Funds: Revenues Expenditures Recap of Revisions: Fund: General			<u>Budget</u> 40,000	<u> </u>	Budget 60,000 60,000 Revenues	\$ \$ //(D	20,000 20,000 20,000 - 224,518 Expenditures ecrease)



VILLAGE OF ALGONQUIN GENERAL SERVICES ADMINISTRATION

-MEMORANDUM-

DATE: August 9, 2018

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: Police Pension Funding Policy

Over the past several months, Finance staff has been reviewing the Village's existing funding policy to determine funding strategies as move closer to 100% funding in the Police Pension Fund. Statutory provisions require the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. The Village's current model funds 100% of the unfunded liability by the year 2033.

Due to this foresight, the Village is able to fairly seamlessly transition to a 15-year layered amortization model which is expected to cost less because of the active tail management in later years coupled with some modest increases in employer contributions in the early years. Overall, this will greatly assist to pay down existing unfunded liability, which will give us greater flexibility to manage the risk of tail volatility later on down the road. The attached exhibits, which will be discussed in greater detail at the Committee of the Whole meeting, provide a visual representation of what the change of the amortization target will achieve.

Layered amortization is a well-researched practice that has many advantages when it comes to unfunded liability management and the core objectives of funding policy. The Government Finance Officers Association issued a "Best Practice" document on Core Elements of a Pension Funding Policy which discusses amortization of unfunded liability and using the layered approach as a best practice.

Outside of the amortization target, no changes to the existing policy provisions are recommended. The proposed policy has been reviewed by the Police Pension Board and the Village's actuary, who concur with the changes.

Recommendation

Staff respectfully requests the Village Board formally approve the Village's Police Pension Funding Policy by Resolution at their next meeting.

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



1.0 APPLICABLITY

This policy applies to the calculation of the Village of Algonquin (Village) annual required contribution to the Algonquin Police Pension Fund (Police Pension Fund), a police pension trust fund organized under Article III of the Illinois Pension Code.

2.0 BACKGROUND

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure that the plan is financially sustainable, the plan should accumulate adequate resources in a systematic and disciplined manner over the active service life of benefitting employees. This funding policy outlines the method the Village will utilize to determine its actuarially determined contribution to the Police Pension Fund to fund the long-term cost of benefits to the plan participants and annuitants.

The Village believes that this funding policy meets the guidelines for state and local governments set by the Pension Funding Task Force convened by the Center for State and Local Government Excellence. The guidelines set by this task force outline the following objectives for pension funding policy:

Actuarially Determined Contributions. A pension funding plan should be based upon an actuarially determined annual required contribution (ARC) that incorporates both the cost of benefits in the current year and the amortization of the plan's unfunded actuarial accrued liabilities.

Funding Discipline. A commitment to make timely, actuarially determined contributions to the retirement system is needed to ensure that sufficient assets are available for all current and future retirees.

Intergenerational equity. Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is paid by the generation of taxpayers who receives services from those employees.

Contributions as a stable percentage of payroll. Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.

Accountability and Transparency. Clear reporting of pension funding should include an assessment of whether, how and when the plan sponsor will ensure sufficient assets are available for all current and future retirees.

3.0 POLICY

3.1 Village Annual Required Contribution (ARC)

The Village will determine its ARC to the Police Pension Fund using the following principles:

- a. The ARC will be calculated by an enrolled actuary.
- b. The ARC will include the normal cost for current service and amortization to collect or refund any under-or-over-funded amount.
- c. The normal cost will be calculated using the entry age normal level of percentage payroll actuarial cost method using the following assumptions:
 - The investment rate of return assumption will be based on the long-term expected rate of return on pension plan investments thru consultant's projected returns based on the estimated asset class return forecasts and Fund portfolio allocation.
 - ii. The salary increase assumption is projected by the Board's actuary based on projected and historical increases.
 - iii. Non-economic assumptions, such as rates of separation, disability, retirement, mortality, etc., shall be determined by Village management in consultation with the enrolled actuary to reflect current experience.
- d. The difference between the accrued liability and actuarial value of assets as of April 30, 2018 will be amortized to achieve 100% target funding level in 2033 (a 40 year closed period that began in 1993) based upon a level percentage of payroll.
- e. Any new unfunded/overfunded liability that occurs as of valuation dates of April 30, 2019 and beyond will be amortized and funded separately over its own 15-year payoff period starting with the actuarial valuation date at which it arises.
- f. Actuarial assets will be determined using market valuation.

The Village will make its actuarially determined contribution to the Police Pension Fund within five (5) days after receipt of a property tax distribution.

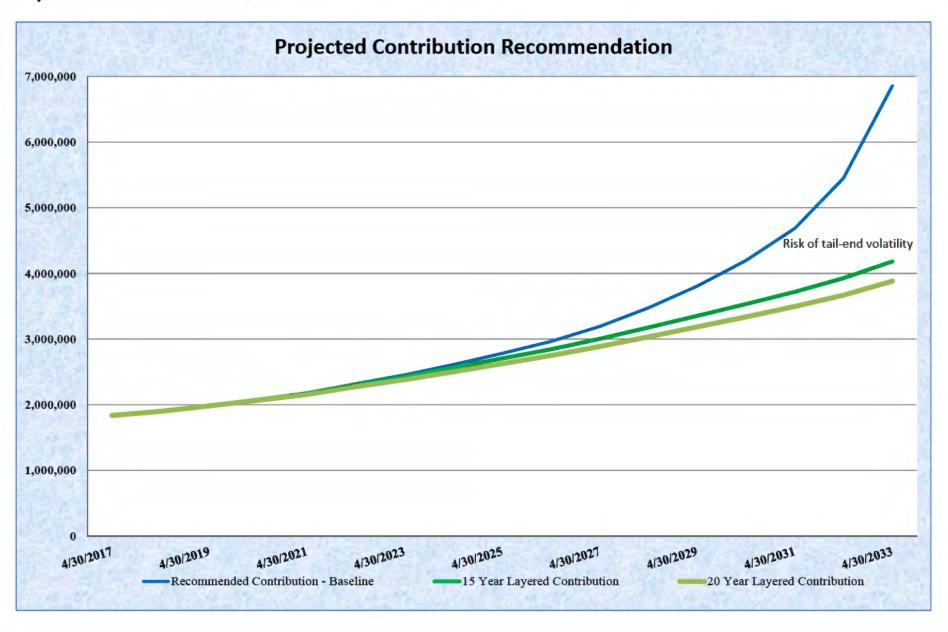
3.2 Transparency and Reporting

Funding of the Police Pension Fund should be transparent to vested parties including plan participants, annuitants, the Police Pension Fund Board of Trustees, the Village Board and residents. In order to achieve this transparency, the following information shall be distributed:

- A copy of the annual actuarial valuation for the Police Pension Fund shall be made available to the Village Board and the Police Pension Fund Board of Trustees.
- b. The Village's Comprehensive Annual Financial Report (CAFR) shall be published on its website. This report includes information on the Village's annual contribution to the Police Pension Fund, and funded status of the Police Pension Fund.
- c. Each year, the Village Board shall approve the Village's annual contribution to the Police Pension Fund.
- d. The Village's annual operating budget shall include the Village's contribution to the Police Pension Fund as well as a budget for the Police Pension Fund. The budget for the Police Pension Fund is controlled by the Police Pension Fund Board of Trustees, in accordance with state law. The budget document shall be published on the Village website and made available for public inspection at the Ganek Municipal Center.

3.3 Review of Funding Policy

Funding a defined benefit pension plan requires a long-term horizon. Assumptions and inputs into the policy should focus on long-term trends, not year-to-year shifts in the economic or non-economic environments. Generally, assumptions or inputs should be evaluated and changed if long-term economic or non-economic inputs have fundamentally changed or are no longer reasonable. As such, the Village will review this policy at least every three (3) years to determine if changes to this policy are needed to ensure adequate resources are being accumulated in the Police Pension Fund. The Village reserves the right to make changes to this policy at any time if it is deemed appropriate.



RESOLUTION NO. 2018 – R –

A RESOLUTION APPROVING A POLICE PENSION FUNDING POLICY

WHEREAS, the Village of Algonquin has established a police pension trust fund organized under Article III of the Illinois Pension Code; and

WHEREAS, The Board of Trustees of the Village of Algonquin has determined that the financial objective of the Police Pension Trust Fund as a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants; and

WHEREAS, the Board of Trustees of the Village of Algonquin has determined that in order to assure that the trust fund is financially sustainable, a policy should be established to provide for the adequate accumulation of resources in a systematic and disciplined manner over the active service life of benefitting employees; and

WHEREAS, the Board of Trustees has determined that the funding policy outlines the method the Village will utilize to determine its actuarially determined contribution to the Police Pension Trust Fund and meets the guidelines for state and local governments set by the Pension Funding Task Force convened by the Center for State and Local Government Excellence and best practices for funding by the Government Finance Officers Association.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES, ILLINOIS AS FOLLOWS:

<u>SECTION 1</u>: The Police Pension Funding Policy which is attached hereto and made a part thereof be approved.

<u>SECTION 2</u>: The recitals set forth above are incorporated as part of this Resolution by reference.

<u>SECTION 3</u>: If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

<u>SECTION 4</u>: This resolution shall become effective upon passage, approval, and publication as provided by law.

DATED this day of	, 2018.
(SEAL)	
APPROVED:	ATTEST:
John C. Schmitt	Gerald Kautz
Village President	Village Clerk



VILLAGE OF ALGONQUIN GENERAL SERVICES ADMINISTRATION

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

DATE: August 14, 2018

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: Phone Surplus

Attached (1) please find a copy of the devices that are requested to be declared surplus. As general housekeeping, we sell the phones immediately after new phones have been deployed as ongoing recurring trade-in program. The phones have been sold to a Verizon partner, e-Cycle.

Staff recommends the declaration of surplus for said devices.

Employee	Department	Equipment	Cost Allocation	Serial No.
Alex Voigts	PW Gen Svc	iPhone 7 Black 32GB	01500300 - 42210	F71TPQVEHG6W
Amanda Buchanan	PW W/S	iPhone 7 Plus Black 32GB	07700400 - 42210 / 07800400 - 42210	FCLTP95SHG00
Andy Pieri	PW Gen Svc	iPhone 7 Black 32GB	01500300 - 42210	F71TPPQXHG6W
Art Weber	PD	iPhone 7 Plus Black 32GB	01200200 - 42210	C39SF15WHG00
Bob Mitchard	PW Admin	iPhone 7 Black 32GB	01400300 - 42210	F71TPPHNHG6W
Brian Martin	CD	iPhone 7 Black 32GB	01300100 - 42210	C6KV575JHG6W
Bud Schuetz	PW Gen Svc	iPhone 7 Black 32GB	01500300 - 42210	F71TN1PFHG6W
Cary Fellows	CD	iPhone 7 Black 32GB	01300100 - 42210	C6KV5852HG6W
Craig Arps	CD	iPhone 7 Black 32GB	01300100 - 42210	F71TPM17HG6W
Dan Griggel	PW Bldg	iPhone 7 Black 32GB	29900000 - 42210	F71TPLS3HG6W
Dan Harkin	CD	iPhone 7 Black 32GB	01300100 - 42210	DNPTVQJDHG6W
Doug Lamz	PD	iPhone 7 Black 32GB	01200200 - 42210	F71TPQ63HG6W
Ed Hartmann	PW W/S	iPhone 7 Black 32GB	07700400 - 42210	F4HV1E9JHG6W
Gary Gitzke	PW Int Svc	iPhone 7 Black 32GB	28900000 - 42210	F71TPN02HG6W
ason Meyer	PW W/S	iPhone 7 Black 32GB	07700400 - 42210	DNPTX86JHG6W
ason Miller	PW Gen Svc	iPhone 7 Black 32GB	01500300 - 42210	F71TPN9XHG6W
ason Schutz	PW W/S	iPhone 7 Black 32GB	07700400 - 42210 / 07800400 - 42210	F71TPMJBHG6W
eff Sutrick	PD	iPhone 7 Black 32GB	01200200 - 42210	F71TPLX4HG6W
lohn Bucci	PD	iPhone 7 Black 32GB	01200200 - 42210	F71TPF17HG6W
Katie Gock	GSA	iPhone 7 Black 32GB	01100100 - 42210	F71TPG0HHG6W
K <mark>im N</mark> ix	CD	iPhone 7 Black 32GB	01300100 - 42210	C6KV56P1HG6W
Mark Hausser	PW Gen Svc	iPhone 7 Black 32GB	01500300 - 42210	F71TPPUZHG6W
Michele Zimmerman	PW Admin	iPhone 7 Black 32GB	01400300 - 42210	F71TPLF7HG6W
Mike Bania	PW	iPhone 7 Black 32GB	07700400 - 42210	F4GV1RZRHG6W
Mike Harris	PW Gen Svc	iPhone 7 Black 32GB	07800400 - 42210	DNPTX86JHG6W
Mike Reif	PW Int Svc	iPhone 7 Black 32GB	29900000 - 42210	F71TPQ7YHG6W
Mike Stott	PW Gen Svc	iPhone 7 Black 32GB	01500300 - 42210	F71TP1BZHG6W
Natalie Wilson	GSA	iPhone 6s Black 32GB	01100100 - 42210	FK1TN1PQHFLR
Nick Kordecki	PW W/S	iPhone 7 Black 32GB	07700400 - 42210 / 07800400 - 42210	F71TPERGHG6W
Russ Farnum	CD	iPhone 7 Black 32GB	01300100 - 42210	F71TPQ86HG6W
Ryan Markham	PD	iPhone 7 Black 32GB	01200200 - 42210	F71TPQA5HG6W
Scott Goad	PW Gen Svc	iPhone 7 Black 32GB	01500300 - 42210	F71TPKK9HG6W
Steve Ludwig	PW Gen Svc	iPhone 7 Black 32GB	01500300 - 42210	F71TPQ3BHG6W

Employee	Department	Equipment	Cost Allocation	Serial No.
Supervisor Phone	or Phone PD iPhone 7 Black 32GB 01200200 - 42210		F71TPQ8RHG6W	
Susan Skillman	GSA	iPhone 7 Black 32GB	01100100 - 42210	F71TPN70HG6W
Tim Schloneger	GSA	iPhone 7 Black 32GB	01100100 - 42210	F71TPKT3HG6W
Tom Hall	PW W/S	iPhone 7 Black 32GB	07800400 - 42210	F71TPQXKHG6W
Tony Jonas	PW Gen Svc	iPhone 7 Black 32GB	01500300 - 42210	F71TPV9BHG6W
Vince Kilcullen	PW Gen Svc	iPhone 7 Black 32GB	01500300 - 42210	F71TPFPFHG6W
Water On Call	PW Gen Svc	iPhone 7 Black 32GB	07800400 - 42210	F71TPPD6HG6W



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

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

DATE: August 6, 2018

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: Pavement Marking Bid

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

There were 4 bidders on the project with Superior Road Striping coming in the lowest at \$205,523.54 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)
12" line (combination of white & yellow)
24" line (combination of white & yellow)
Letters and symbols
41,000 linear feet
2,300 linear feet
700 linear feet
800 square feet

Superior Road Striping had the lowest unit price bid for each of the above specified marking types which also makes them the lowest cost for just the Algonquin portion of the bid.

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

McHenry County Division of Transportation Bid Tabulation

18-00000-05-GM

Thermoplastic Pavement Markings: Group 2 - Local Agencies 7/12/2018 @ 10:00 AM

Item			Eng	ineer's Estin	nate	Marking Speciali	sts Corporation	Superior Roa	d Striping, Inc.
No.	Items	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	164,948	\$0.55	\$90,721.40	\$0.55	\$90,721.40	\$0.47	\$77,525.56
	Thermo Pvt Mkgs-Line 6"	ft	71,141		\$55,489.98	\$1.00	\$71,141.00	\$0.70	\$49,798.70
	Thermo Pvt Mkgs-Line 8"	ft	100	\$1.05	\$105.00	\$1.33	\$133.00	\$1.00	\$100.00
	Thermo Pvt Mkgs-Line 12"	ft	8,214	\$1.60	\$13,142.40	\$2.00	\$16,428.00	\$1.40	\$11,499.60
	Thermo Pvt Mkgs-Line 24"	ft	2,632	\$3.85	\$10,133.20	\$4.00	\$10,528.00	\$3.75	\$9,870.00
1	Thermo Pvt Mkgs-Letters & Symbols	sq ft	3,648.0	\$3.75	\$13,680.00	\$3.45	\$12,585.60	\$3.75	\$13,680.00
	Pvt Mkg-Removal	sq ft	107,624.2	\$0.50	\$53,812.10	\$0.84	\$90,404.33	\$0.40	\$43,049.68
	TOTAL				\$237,084.08		\$291,941.33		\$205,523.54

Low Bidder

Item			Eng	ineer's Estin	nate	Precision Paver	ment Marking, Inc.	Maintenance	Coatings Company
No.	Items	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	164,948	\$0.55	\$90,721.40	\$0.67	\$110,515.16	\$0.75	\$123,711.00
	Thermo Pvt Mkgs-Line 6"	ft	71,141	\$0.78	\$55,489.98	\$1.00	\$71,141.00	\$1.25	\$88,926.25
	Thermo Pvt Mkgs-Line 8"	ft	100	\$1.05	\$105.00	\$1.35	\$135.00	\$1.50	\$150.00
	Thermo Pvt Mkgs-Line 12"	ft	8,214	\$1.60	\$13,142.40	\$2.00	\$16,428.00	\$3.00	\$24,642.00
	Thermo Pvt Mkgs-Line 24"	ft	2,632	\$3.85	\$10,133.20	\$4.50	\$11,844.00	\$6.00	\$15,792.00
	Thermo Pvt Mkgs-Letters & Symbols	sq ft	3,648.0	\$3.75	\$13,680.00	\$4.50	\$16,416.00	\$6.00	\$21,888.00
	Pvt Mkg-Removal	sq ft	107,624.2	\$0.50	\$53,812.10	\$0 .95	\$102,242.99	\$0.75	\$80,718.15
	TOTAL			·	\$237,084.08		\$328,722.15	·	\$355,827.40

Bidders

Marking Specialists Corporation

PO Box 745 Arlington Heights, IL 60005 1980 N. Hawthorne Ave

Superior Road Striping, Inc.

Melrose Park, IL 60160

Precision Pavement Marking, Inc.

PO Box 705 Elgin, IL 60120

Maintenance Coatings Company 543 Woodbury Street South Elgin, IL 60177



Local Public Agency Formal Contract

PROPOSAL SUBMITTED BY

Superior Road Striping

Contractor's Name

		1980 N. Hawthorne	Ave	
		Street		P.O. Box
		Melrose Park	IL	60160
		Cítý	State	Zip Code
STATE	OF ILLINOIS			
COUNTY McHenry	or inclination			
TAICH TELLEY				
(Name of City, Vii	lage, Town or Road Disti	rict)		
FOR THE	IMPROVEMENT OF			
	arious			
	8-00000-00-GM		<u></u>	
TYPES OF FUNDS M		1 11 11 11 11 11 11 11 11 11 11 11 11 1		
☐ SPECIFICATIONS (required) ☐ PLANS (required)	d)	☐ CONTRACT BON	ID (when require	d)
100 100 100 100 100 100 100 100 100 100				
For Municipal Projects		Department of Trans	sportation	
Submitted/Approved/Passed		Concurrence in appro		d
out interest in the second		a a transit a transit a pp p 1		
☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official	-	Regional Enginee	er .	
Date		Date		
For County and Road District Projects				
Submitted/Approved				
Highway Commissioner	1			
	T			
Date	1.			
Submitted/Approved				

County Engineer/Superintendent of Highways

					County	McHenry
			L	ocal Pu	ıblic Agency	Village of Algonqui
				Sect	ion Number	18-00000-00-GM
					Route	Various
1	THIS AGREEMENT, made and concluded the	8th	day of	Anan	st 2018	
١.	THIS AGNEENER, made and concluded the	<u> </u>	day or			onth and Year
	between the Village		of Algo	nquin		
	acting by and through its President & Board of	of Truste	es		known a	as the party of the first part, and
	Superior Road Striping		his/their	execut	ors, administr	ators, successors or assigns,
	known as the party of the second part.					
2.	Witnesseth: That for and in consideration of the be made and performed by the party of the first presents, the party of the second part agrees wit all the work, furnish all materials and all labor specifications hereinafter described, and in full of the Engineer under it.	part, an th said p or neces complian	d according arty of the filessary to cor ce with all of	to the to st part nplete the ter	erms express at his/their ow the work in a ms of this agr	ed in the Bond referring to these In proper cost and expense to do accordance with the plans and reement and the requirements of
3.	Business Office, Apprenticeship or Training Prog	ram Cer				
	approved by the Illinois Department of Transporta	ation on	March 12,	2018	, are e	ssential documents of this
				ate		
	contract and are a part hereof.		these was	t	h	
	IN WITNESS WHEREOF, The said parties have e		•			e menuonea.
Att	rest:	The	Village	of	Algonquin	
	Clerk	Ву _				
19	eal)				Party of the Fire	st Part
,0,	Saly				(If a Corp	oration)
		Corno	rate Name			,
		•	rate Name			
		Ву	Preside			Party of the Second Part
			i icaide			rarty of the occord rare
					(If a Co-Par	rtnership)
Att	est:					
	Secretary					
	·					
		_	Part	ners do	ing Business	under the firm name of
		-			Party of the Se	econd Part
					(If an indi	vidual)
				· · · · · · · · · · · · · · · · · · ·	Party of the Se	econd Part



Contract Bond

	Route	Various
	County	McHenry
	Local Agency	Village of Algonqui
	Section	18-00000-00-GM
We,		
a/an)	pration organized under the laws of the Sta	te of
as PRINCIPAL, and		
		as SURETY,
are held and firmly bound unto the above Local Ager	ncy (hereafter referred to as "LA") in the pen	al sum of
	Dollars (), lawful money of the
United States, well and truly to be paid unto said LA, administrators, successors, jointly to pay to the LA th		

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL signed by their respective officers this	and the said SURETY have caused this instrument to be day of A.D.
	PRINCIPAL
(Company Name)	(Company Name)
Ву:	Ву:
(Signature & Title)	(Signature & Title)
Attest:	Attest:
(Signature & Title) (If PRINCIPAL is a joint venture of two or more affixed.)	contractors, the company names and authorized signature of each contractor must be
STATE OF ILLINOIS,	
COUNTY OF	
(Insert n	ames of individuals signing on behalf or PRINCIPAL)
who are each personally known to me to of PRINCIPAL, appeared before me this instrument as their free and voluntary ac	be the same persons whose names are subscribed to the foregoing instrument on behalf day in person and acknowledged respectively, that they signed and delivered said to the uses and purposes therein set forth.
My commission expires	Neton Dublic (SEAL)
	Notary Public (SEAE)
	SURETY
	Ву:
(Name of Surety)	(Signature of Attorney-in-Fact)
STATE OF ILLINOIS.	(SEAL)
COUNTY OF	
l,	, a Notary Public in and for said county, do hereby certify that
A.D. PRINCIPAL (Company Name) (Company Name) (Signature & Title) (Signature of each contrated) (Insert names of individuals signing on behalf or PRINCIPAL) who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrof PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and deliving instrument as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal this SURETY By: (Name of Surety) (Name of Surety) (Insert names of individuals signing on behalf or SURETY) who are each personally known to me to be the same persons whose names are subscribed to the foregoing instruction of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivere instrument as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal this day in person and acknowledged respectively, that they signed and delivere instrument as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal this day in person and acknowledged respectively, that they signed and delivere instrument as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal this day in person and acknowledged respectively, that they signed and delivere instrument as their free and voluntary act for the uses and purposes therein set forth.	
·	, , , , , , , , , , , , , , , , , , ,
of SURETY, appeared before me this da instrument as their free and voluntary ac	y in person and acknowledged respectively, that they signed and delivered said to the uses and purposes therein set forth.
onen and my hand and hotaliar ood.	
My commission expires	Notary Public (SEAL)
Approved this day	of, A.D
Attest:	

RETURN WITH BID

		McHenry
NOTICE TO BIDDERS	Local Public Agency	
		18-00000-05-GM
	Route	Various
Sealed proposals for the furnishing or delivering & installing mate Section will be received and at that time publicly opened and read		
16111 Nelson Road Woodstock, IL 60098	until 10:00 AM	on July 12, 2018
Address	lime.	Date
Plans and proposal forms will be available in the office ofM	cHenry County Division of Tran	rsportation
https://www.co.mchenry.il.us/county-government/depart	tments-j-z/transportation/doing- lass	business/bid-documents.
 Prequalification. If checked, the 2 low bidders must file within 2- in duplicate, showing all uncompleted contracts awarded to the Municipal and private work. 	4 hours after the letting an "Affidence and all low bids pending and all low bids are all low bids and all low bids and all low bids are all low bids and all low bids are all low bids and all low bids are all low bids are all low bids and all low bids are	ward for Federal, State, County,
The Awarding Authority reserves the right to waive technicalities Provision for Bidding Requirements and Conditions for Material P	roposals.	
 A proposal guaranty in the proper amount, as specified in BLRS Material Proposals, will be required. Bid Bonds will be allowed as 	s a proposal guaranty.	•
5. The successful bidder at the time of execution of the contract wo of the award. When a contract bond is not required, the proposal of the contractor to deliver the material within the time specified or forfeit his surety as provided in Article 108.10 of the Standard Spe	I guaranty check will be held in to do the work specified herelr	lieu thereof. Failure on the part
 Proposals shall be submitted on forms furnished by the Awardi "Material Proposal, Section <u>18-00000-05-GM</u>". 		losed in an envelope endorsed
By Order of McHenry County Board 06/06/2018	Joseph R. Korpalski, J	r PF
(Awarding Authority) Date		endent of Highways/Municipal Clerk)
Material Proposal or Delive	er & Install Proposal	
To McHenry County Board		
(Awarding Authority)		
If this bid is accepted within 45 days from date of opening, the under the materials, at the quoted unit prices, subject to the following:	ersigned agrees to furnish or t	to deliver & install any or all of
It is understood and agreed that the "Standard Specifications for	Road and Bridge Construction"	adonted January 1 2016 and
the "Supplemental Specifications and Recurring Special Provisio Transportation, shall govern insofar as they may be applied and supplemental specifications attached hereto.	ons", adopted January 1, 2018,	prepared by the Department of
 It is understood that quantities listed are approximate only and the properly complete the improvement within its present limits or ex- compared on the basis of the total price bid for each group. 	nat they may be increased or de densions thereto, at the unit pr	ecreased as may be needed to ice stated and that bids will be
Delivery in total or partial shipments as ordered shall be made acceptance at the point and in the manner specified in the "Sche	edule of Prices". If delivery on t	the job site is specified, it shall
mean any place or places on the road designated by the awarding. The contractor and/or local agency performing the actual material zone traffic control, unless otherwise specified in this proposal. Some accordance with applicable provisions of the "Illinois Manual of Highway Standards. 	placement operations shall be Such devices shall meet the rec	responsible for providing work quirements of and be installed
Each pay item should have a unit price and a total price. If no t product of the unit price multiplied by the quantity, the unit price divided by the quantity in order to establish a unit price. A bid will price is shown.	shall govern. If a unit price is	omitted, the total price will be
Discounts will be allowed for payment as follows:%	calendar days: / / %	calendar days.
Discounts will not be considered in determining the low bidder.	17	
Bidder Superior Road Striping avc. 1	ву И	
Address 1980 N. HawThome Aye	Title V.	gnaturė)
inted 6/8/2018 MOINSE PAGE TU Page 2 of 2		BLR 12240 (Rev. 01/09/14)
60160		



Material Proposal Schedule of Prices

Group No.	Items	Delivery	Unit	Quantity	Unit Price	Total
2	Local Agency Quantities					
	Thermoplastic Pvt MkgLine 4"		ft	164948.00	,47	77525.56
	Thermoplastic Pvt MkgLine 6"		ft	71141.00	,70	49798,70
	Thermoplastic Pvt MkgLine 8"		ft	100.00	1,00	100,00
	Thermoplastic Pvt Mkg-Line 12"		ft	8214.00	1,40	11499,60
	Thermoplastic Pvt Mkg-Line 24"		ft	2632,00	3.75	9870.00
	Thermoplastic Pvt MkgL & S		sq ft	3648.00	3,76	13680,00
	Pavement Marking Removal		sq ft	107624.2	,40	43049.68
~						
	TOTAL					ad558354
						, , , , , , , , , , , , , , , , , , , ,
		· · · · · · · · · · · · · · · · · · ·				
-						
		<u> </u>				
		· · · · · · · · · · · · · · · · · · ·				

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Signature of Bidder

Address



Local Agency Proposal Bid Bond

_			Route		
			County	McHenry	
	RETURN WIT	TH BID	Local Agency	McHenry Cou	nty
			Section	18-00000-05-0	GM
	• • • •	er bid bond		····	
WE Superior Road S	Striping, Inc.	1980 Haw	rthorne Avenue, Metrose I	Park, IL 60160	as PRINCIPAL,
	ompany of North America US		Square, Suite 1470 , Southf		
the amount specified in the pro	imly bound unto the above Local Agr posal documents in effect on the dat cassors, and assigns, jointly pay to th	e of invitation for bi	us rezael enî ai reverbinew zb	m. We bind oursely	al bld price, or for es, our helm,
	ON OF THE FOREGOING OBLIGATI for the construction of the work design			liting a Writen propo	sal to the LA acting
shell within fifteen (15) days aft of the required insurance cover	il is accepted and a contract awarder er award enter into a formal contract age, all as provided in the "Standard ion shall become vold; otherwise il si	, furnish eurety guar Specifications for F	ranteeing the faithful perform Road and Bridge Construction	ance of the work, an	d furnish evidence
preceding paragraph, then the I	mines the PRINCIPAL has falled to a LA acting through its awarding author fees, and any other expense of recov	rity shall immediate	contract in compliance with a ly be extilled to recover the fi	ny requirements set util penal oum set out	bdh în the above, together
	, the said PRINCIPAL and the said S			ed by their	
espective officers this 12	2th day of Ju		2018		
		Principal			
uperior Road Striping, I			Ti day		
/ Xm \ /m	npeny Name)	Pa	(Цолра	9ny Name)	
y (/ X YOM / VAC Joan Yario Hires	AAAA Ideht (Signature and Title)	Ву:	(Signatur	re end Tille)	
(if PRINCIPLE is a joint webli	ure of two or more contractors, the co	ompany names, and	authorized signatures of ea	ch contractor mystig	A STATISTICS
		Surety		80 1	Mary May
ne Guarantee Company	y of North America USA	By:		18	
	e of Surety)	Harol	ld Miller Jr.	(Signature 3)	(Harris Alin-Fact)
TATE OF Illinois				TOP.	WALL OF THE PARTY
OUNTY OF Cook Jennifer Ann De Lei	on s.N	lotany Public in an	nd for said county,		AME
hereby certify that Joan	Yario	and l	Harold Miller Jr.	· ;	1
ho.are each personally known t	insert name) o me to be the same persons whose		g on behalf of PRINCIPAL & SUI bed to the foregoing instrume		CiPAL and
	nis day in person and acknowledged (
Giyen unda	er my hand and notatial seal this	12th	day of	ly,	201
y commission expires Jan	nuary 6, 2020	Jei	rinifer Arm De Leon (Note	ary Public	
		Ronic Bid 🦳	/ 		- (-0.4 2 0 2
ne Principal may submit an o nelectronic bid bond ID code e Principal and Surety are fi	Howed (box must be checked be electronic bid bond, in lieu of come e and signing below, the Principal mily bound unto the LA under the ctors, an electronic bid bond ID c	npleting the above il is ensuring the i e conditions of the	e section of the Proposal I identified electronic bld bo e bid bond as shown abov	nd has been exec e. (If PRINCIPAL	uted and 35 35 35 35 35 35 35 35 35 35 35 35 35
					1 % <u>5</u>
Electronic Bid Bond ID Code		(Co	ompany/Bidder Name)		(<u></u>
	-		Signakwa and Tille)		Doto



The Guarantee Company of North America USA

Southfield, Michigan

Bond No. Bid Bond

Principal; Superior Road Striping, Inc.

Obligee: McHenry County Division of Transportation

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Harold Miller Jr.

Arthur J Gallagher Risk Management Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003, The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and

 To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
 In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Altorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

State Checkel

Randali Musselman, Secretary

florene Tuesda

STATE OF MICHIGAN County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworm, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takal Notary Public, State of Michigan County of Oakland My Commission Expires February 27, 2024 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia a. Takai

I. Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of seid Company this 12th day of July, 2018.

Randall Musselman, Secretary

Maraue Jumsle



Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

Affidavit of Availability For the Letting of 7/12/2018

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	46431	46449	46448	46445		
Contract With	Idot	ldot	ldot	ldot		
Estimated Completion Date	2018	2018	2018	2018		
Total Contract Price	474,620,00	585,050.00	474,395.00	2,183,310.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	206,134.00	215,951.00	334,157.00	184,915.00		\$941,157.00
Uncompleted Dollar Value if Firm is the Subcontractor						
				Total Value	of All Work	\$941,157.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar va subcontracted to others will be listed on ti company. If no work is contracted, show	he reverse of this f	ch contract and awar orm. In a joint ventu	ds pending to be course, list only that port	mpleted with your ow lon of the work to be	m forces. All work done by your	Accumulate Totals
Earthwork						
Portland Cernent Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing NOMBUAL						
Guardrail DIPFOYM PL		15,895.00				\$15,895.00
Painting VOTHANE	76,218.00	90,050.00	97,437.00			\$263,705.00
Signing POLYUK-PA						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint) + 10000	129,916.00	110,006.00	236,720.00			\$476,642.00
Other Construction (List) Wpm				184,915.00		\$184,915,00
						\$ 0.00
rotals .	\$206,134.00	\$215,951.00	\$334,157.00	\$184,915.00		\$941,157.00



Affidavit of Availability For the Letting of 7/12/2018

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	46446	46447	46442	46444		
Contract With	[dot	ldot	Idot	ldot		
Estimated Completion Date	2018	2018	2018	2016		
Total Contract Price	336,774.00	554,170.00	369,194.00	1,055,075.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	306,774.00	554,170.00	369,194.00	1,055,075.00		\$2,285,213.00
Uncompleted Dollar Value if Firm is the Subcontractor						
				Total Value	of All Work	\$2,285,213.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value subcontracted to others will be listed on the company. If no work is contracted, show	e reverse of this fo	orm. In a joint ventu	re, list only that port	lion of the work to be	done by your	Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fenoing NOMOVAL						
Guardrail PAPEROM PL						
Painting WethAne						
Signing DDIVLUCEA						
Cold Milling, Planning & Rotornilling						
Demolition						
Pavement Markings (Paint) + 10 MD						
Other Construction (List) VVPM	306,774.00	554,170.00	369,194.00	1,055,075.00		\$2,285,213.00
						\$ 0.00
Totals	\$306,774.00	\$554,170.00	\$369,194.00	\$1,055,075.00		\$2,285,213.00



Affidavit of Availability For the Letting of 7/12/2018

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

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	11	2	3	4	Awards Pending	
Contract Number	46443	62B73	61E05	60L72		
Contract With	Idot	Maneval	Plote	TSI		
Estimated Completion Date	2018	2018	2018	2018		
Total Contract Price	233,196.00	12,503.00	47,970.00	93,125,00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	233,196.00					\$233,196.00
Uncompleted Dollar Value if Firm is the Subcontractor		6,825.00	47,970.00	93,125.00		\$147,920.00
				Total Value	Total Value of All Work	

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value subcontracted to others will be listed on the company. If no work is contracted, show he	e reverse of this fo	h contract and awar irm. In a joint ventu	ds pending to be cor re, list only that porti	npleted with your o on of the work to be	wn forces. All work a done by your	Accumulate Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing NOMOUAL						
GUARDIAN PROPOSION AL						
Painting VIPTHAME			17,779.00			\$17,779.00
Signing POWWEA				59,496.00		\$59,496.00
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint) The YMD		2,925.00	21,244.00	6,690,00		\$30,859.00
Other Construction (List) WPM	233,196.00	3,900.00	8,947.00	26,939.00		\$272,982.00
						\$ 0.00
otals	\$233,196.00	\$6,825.00	\$47,970.00	\$93,125.00		\$381,116.00



Affidavit of Availability For the Letting of 7/12/2018

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

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Part I. Work Under Contract

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1	2	3	4	Awards Pending	1
60L71			63858]
TSI	Lake County	DuPage County	Plote		
2018	2018	2018	2018		
144,218.00	636,433.00	419,359.00	21,365.00		Accumulated Totals
	636,433.00	419,359.00			\$1,055,792.00
144,218.00			21,365,00		\$165,583.00
			Total Value	of All Work	\$1,221,375.00
	TSI 2018 144,218.00	TSI Lake County 2018 2018 144,218.00 636,433.00 636,433.00	60L71 TSI Lake County DuPage County 2018 2018 2018 144,218.00 636,433.00 419,359.00 636,433.00 419,359.00	60L71 63858 TSI Lake County DuPage County Plote 2018 2018 2018 2018 2018 144,218.00 636,433.00 419,359.00 21,365.00 144,218.00 636,433.00 419,359.00 21,365.00	60L71 63858 TSI Lake County DuPage County Plote 2018 2018 2018 2018 2018 144,218.00 636,433.00 419,359.00 21,365.00 636,433.00 419,359.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar val subcontracted to others will be listed on the company. If no work is contracted, show	ne reverse of this for				Accumulated Totals
Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Highway, R.R. and Waterway Structures					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction	•				
Landscaping					
Fending MMQIAL			37,626.00		\$37,626.00
Guardrail DIPFORM PL					
Painting Usethane		75,567.00	33795	13,139.00	\$122,501.00
signing POWNPA	61,774.00				\$61,774.00
Cold Milling, Planning & Rotomilling			141		
Demolition					
Pavement Markings (Paint) TW(MI)	34,429.00	560,866,00	347,938.00	8,226,00	\$951,459.00
Other Construction (Liet) (MM)	48,015.00				\$48,015.00
•					\$ 0.00
Totals	\$144,218.00	\$636,433.00	\$419,359.00	\$21,365.00	\$1,221,375.00



Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springlield, Illinois 62764

Affidavit of Availability For the Letting of 7/12/2018

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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number						
Contract With						1
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	4,515,358.00					\$4,515,358.00
Uncompleted Dollar Value if Firm is the Subcontractor	313,503.00					\$313,503.00
				Total Value of All Work		\$4,828,861.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar va subcontracted to others will be listed on to company. If no work is contracted, show	he reverse of this for	m. In a joint venture	e, list only that p	ortion of the work to	be done by your	Accumulate Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
andscaping						
Fencing MYMANAL.	37,626.00					\$37,626.00
GUARDIAN PL	15,895.00					\$15,895.00
Painting Viethane	403,985.00					\$403,985.00
signing POLUVICA	121,270.00					\$121,270.00
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint) TYCY(0)[2]	1,458,960.00					\$1,458,960.00
Other Construction (List) - Nom	2,791,125.00					\$2,791,125.00
						\$ 0,00
olais	\$4,828,861.0					\$4,828,861.00

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pendin
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

!, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me			
this 15 day of June	2018 Type or Print Name	Joan Yario Preside	nt
/ n 1 .	- 4	Officer or Director	Title
Dall Landon	Cirmod Charle	(10.5)	
CONTRACTOR OF THE PROPERTY OF	Signed ()	Ville	
Notary Public	0/100		
My commission expires 2330	V	V	
	Company Superior Ros	ad Striping, Inc.	
- Anna (Noton Coal)			
My Commission Expires Feb 23, 20,50			
Motary Public - State of Illinois	Address 1980 N. Hawti	horne Ave	
(Official Seal Illusor	Melrose Park, IL 60160		
SANDRA DEHOYAS	MEROSA PRIK, IL DUTOD		
d something			

Page 6 OF 6



Apprenticeship or Training Program Certification

		Route	Various
	Return with Bid	County	_McHenry
	L	Local Agency	McHenry County
		Section	_18-00000-05-GM
All	contractors are required to complete th	e following certificati	ion:
⊠F	or this contract proposal or for all groups in this	s deliver and install propo	osal.
□ F	or the following deliver and install groups in thi	s material proposal:	·
requi appro requi (1) a (2) a	is Department of Transportation policy, adopte ires this contract to be awarded to the lowest record by the Department. In addition to all other ires all bidders and all bidders' subcontractors pproved by and registered with the United State policable to the work of the above indicated proving certification:	esponsive and responsib responsibility factors, th to disclose participation i es Department of Labor's	le bidder. The award decision is subject to is contract or deliver and install proposal n apprenticeship or training programs that are s Bureau of Apprenticeship and Training, and
l.	Except as provided in paragraph IV below, individual or as part of a group program, in type of work or craft that the bidder will perf	an approved apprentices	hip or training program applicable to each
11.	The undersigned bidder further certifies for submitted for approval either (A) is, at the till or training program; or (B) will, prior to comparticipation in an approved apprenticeship	ne of such bid, participat nencement of performan	ing in an approved, applicable apprenticeship ce of work pursuant to this contract, establish
П.	The undersigned bidder, by inclusion in the sponsor holding the Certificate of Registration participant and that will be performed with the subcontracted shall be included and listed a craft job category for which there is no applied.	on for all of the types of w e bidder's employees. T s subcontract work. The	ork or crafts in which the bidder is a ypes of work or craft that will be list shall also indicate any type of work or
•	TRATERANTONAL BOOTA	orhood of s	Teamsters
	LOCAL 786		
		<u> </u>	

IV.	Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.
certific and sh listed. Certific and an applica	quirements of this certification and disclosure are a material part of the contract, and the contractor shall require this ation provision to be included in all approved subcontracts. The bidder is responsible for making a complete report all make certain that each type of work or craft job category that will be utilized on the project is accounted for and The Department at any time before or after award may require the production of a copy of each applicable rate of Registration issued by the United States Department of Labor evidencing such participation by the contractor y or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any ble program sponsor be currently taking or that it will take applications for apprenticeship, training or employment the performance of the work of this contract or deliver and install proposal.
Bidder:	(Signature)



PUBLIC WORKS DEPARTMENT

- MEMORANDUM-

DATE: Thursday, August 09, 2018
TO: Mr. Robert Mitchard, II
FROM: Mr. Shawn M. Hurtig

SUBJECT: Letter of Recommendation – Civil Engineering Ph. 2 Design Services

Bob.

I have reviewed the proposal for the <u>Phase 2 Design Engineering Services</u> as indicated in the Request for Proposal for the <u>Wastewater Treatment Facility (WWTF) Phase 6B Improvements (VoA17-09-20A)</u> project in the Village of Algonquin.

This project consists of

- Package A = Biological Process Improvements
 - Final Plan Design (Pre Final & Final plan set)
 - Specifications Manual (Pre Final & Final)
- Package B = Digestion Rehabilitation
 - o Final Plan Design (90%, Pre Final & Final plan set)
 - o Specifications Manual (Pre Final & Final)
- Package C = Roof Replacement
 - o Final Plan Design (Pre Final & Final plan set)
 - o Specifications Manual (Pre Final & Final)
- Package D = UV Disinfection Upgrade
 - o Final Plan Design (Pre Final & Final plan set)
 - o Specifications Manual (Pre Final & Final)
- Package E = Electrical & Automation
 - o Final Plan Design (90%, Pre Final & Final plan set)
 - Specifications Manual (Pre Final & Final)
- Package F = Low Interest Loan Program
 - o Revise as necessary
 - Submit Application

Finalize Loan Agreement

As you know Trotter & Associates, Inc. has been the Villages go to design firm for the past several plant improvement projects. As such the request for proposal was sent exclusively to them. I have reviewed there proposal with an emphasis on the firm's understanding of the key objectives. With that I have the following comments and recommendation.

The RFP was delivered to each company & contact listed below:

Firm Name	irst ame	<u>Last</u> Name	Street Address	Sub Address	<u>City</u>	State
Trotter & Associates	Lou	Arrigoni	40W201 Wasco Rd.	Suite D	St. Charles	IL

The following firm has responded:

<u>Firm Name</u>	<u>Price</u>	Attach C	Attach D
Trotter & Associates	521,400.00	Yes	Yes

Proposal Review:

Following is the criteria I used above those mentioned in the RFP for my recommendation.

- 1) Reviewed each proposal for conformance to the RFP requirements:

 The proposal has met all the requirements and adhered to our standard.
- 2) Reviewed the cost of each proposal to meet the scope of services outlined in RFP: The scope of services was clearly outlined and broken out as requested by the Village. It includes all of the packages currently being considered, plus the continuation of the administration of the IEPA State Revolving Fund Loan.
- 3) Reviewed the technical aspects of the proposals, including any sub-consultants:

 TAI has intimate knowledge of the Village WWTF and thus their technical expertise on this project is unmatched. While TAI has not expressly noted any sub-consultants for this project, history has shown that they typically utilize sub-consultants for the architectural & electrical features of the design process. The Village, as part of this proposal, did not require any minimum requirements of sub-consultants.

4) Other items:

Trotter & Associates, Inc. uses a standard ASCE contract template for their projects. However, they have always agreed to the terms of our standard contract template and signed our agreements accordingly.

Budget Analysis

This project is budgeted (although mis-labeled as Ph. 1) in the Water/Sewer Capital Improvement and Construction Oversight Fund (12900400-42232) in the amount of \$370,000.00. In order to make up the shortfall in this line item, the Public Works Department reviewed other line items within this fund code. The Huntington to Countryside East WM Ph. 2 package will not be accomplished in this fiscal year due to a focus on the PRV Replacement program and need to concentrate on the West portion of this project. As such the full 120K Ph. 2 Engineering budget in this line item will be transferred to the 6B Improvement line item. In addition, a small portion (31.4K) of the Ph. 2 design budget for the Huntington to Countryside West WM project will be utilized. It is anticipated that the full Ph. 2 program will overlap into the next fiscal year thus providing some cap relief in this line item. Below is the proposed budget adjustment

BUDGET	<u>%</u>	Budget
Budget Items		
WWTP Ph. 6B Ph. 2 Engineering	71%	\$370,000.00
Budget Surplus (Project off Schedule)		
Huntington to Countryside East WM Ph. 2 Eng.	23%	\$120,000.00
100% of line item (120k out of 120k)		
Huntington to Countryside West WM Ph. 2 Eng	6%	\$31,400.00
31% of line item (31.4k out of 100k)		
12900400-42232 WWTF Ph. 6B Improvement	100%	\$521,400.00

Recommendation

Trotter & Associates, Inc. has a well-documented history with the Village of Algonquin. They have consistently provided good engineering design and decision making and thus far have planned a facility that operates well within its configuration. In addition to their history, I am genuinely comfortable in the staff they have provided for the processing of our IEPA SRF Low Interest Loan application. Therefore the recommendation is that <u>Trotter & Associates, Inc.</u> be considered by the COTW in the amount of \$521,400.00. This cost is based on FIXED FEE.

The project is scheduled for award by the Village Board on August 21st, 2018. Thus, the recommendation should go before the Committee of the Whole on August 14th, 2018

Should you have any questions, comments, or concerns, please do not hesitate to contact me.



June 12, 2018

Mr. Shawn Hurtig Project Engineer Village of Algonquin 110 Meyer Drive Algonquin, Illinois 60102

Re: Village of Algonquin WWTF Phase 6B Improvements

Phase 2 Engineering Services Proposal

Dear Mr. Hurtig:

We sincerely appreciate this opportunity to continue offering our services to the Village of Algonquin. Enclosed for your review is the requested proposal for Phase 2 Engineering Services of the WWTF Phase 6B Improvements. Also enclosed are the Non-Collusion and Conflict of Interest Statements as well as the Agreement for Professional Engineering Services. Please contact us if there are any questions or changes to the listed scope of services.

Sincerely,

TROTTER & ASSOCIATES, INC.

Report Scott Trotter, P.E., FCER

President

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REQUEST FOR PROPOSAL

FOR

WWTF Ph. 6B Improvements

Proposal Task Items

Task #	DESCRIPTION	UNIT OF MEASURE	<u>QTY</u>	UNIT PRICE	TOTAL PRICE
2A	Ph. 2 Design Management	LUMP	1	\$18,400.00	\$18,400.00
2B	Permit Clearing	LUMP	l	\$12,700.00	\$12,700.00
2C	Final Plans, Details, & Specs.	LUMP	1	\$442,900.00	\$442,900.00
2D	Final Engineers Estimate	LUMP	1	\$7,400.00	\$7,400.00
2E	Bid Documents	LUMP	1	\$40,000.00	\$40,000.00
****	TOTAL	NTE			\$521,400.00

Company: Trotter and Associates, Inc.
Signature: 7757 Date: 6/12/18
Print Name: Robert Scott Trotter, PE, BCEE
Title: President

Attachment C

Or

NON-COLLUSION CERTIFICATION WWTF Ph. 6B Improvements

By S	ubmission of this proposal, the Offeror	Rob	ert Scott Trotter	certifies,
		Name	of Offeror	
That	(s)he is <u>President</u> Title	of _	Trotter and Associates, Name of Firm	Inc. and,
unde	r penalty of perjury, affirms:			
1.	The prices in this proposal have been a consultation, communication, or agree any matter relating to such prices with	ment, f	or the purpose of restricting co	ompetition, as to
2.	Unless otherwise required by law, the knowingly disclosed by the Offeror an opening, directly or indirectly, to any	nd will i	not knowingly be disclosed by	the Offeror prior to
3.	No attempt has been made or will be repartnership or corporation to submit of competition.	•	<u> </u>	-
4.	The proposal was not made in the inte partnership, company, organization or			d person,
5.	Each person signing the proposal certi	fies tha	t:	
	(A) - (S)he is the person in the C for the decision as to prices being will not participate in any action	g offere	d in the proposal and that he h	

(B) - (S)he is not the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.

Attachment D

NON-CONFLICT OF INTEREST STATEMENT

WWTF Ph. 6B Improvements

I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any offeror, or to a direct competitor of any offeror under consideration by this proposal evaluation committee. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating any proposal solely on its merits and in accordance with the Request for Proposal's evaluation criteria.

Furthermore, I agree to notify the Village of Algonquin if my personal or financial relationship with one of the offerors is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

Name: Robert Scott Trotter (Print)	(Signature)
Title: President	
Date: 0/12/18	-
Department/Agency Trotter and Associates Inc	



June 12, 2018

Mr. Shawn Hurtig Project Engineer Village of Algonquin 110 Meyer Drive Algonquin, Illinois 60102

Re: Village of Algonquin WWTF Phase 6B Improvements

Phase 2 Design Engineering Services Agreement

Dear Mr. Hurtig,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin, IL (CLIENT) for the WWTF Phase 6B Improvements Project (hereinafter referred to as the "PROJECT").

Project Background

The Village of Algonquin Wastewater Treatment Facility, collection system and lift stations were evaluated during the development of the 2014 Wastewater Facility Plan Update. The Facility Plan recommended several improvements categorized as critical needs, rehabilitation and replacement, and as needed. The Village retained Trotter and Associates in November 2017 for Phase 1 Design Engineering Services. Phase 1 Engineering was completed in April 2018.

Project Understanding

The project is separated into seven packages, Packages A through G.

Package A – Biological Process Improvements

Package B – Digestion Rehabilitation

Package C – Roof Replacement

Package D – UV Disinfection Upgrades

Package E – Electrical and Automation

Package F – Primary Clarifiers

Package G - Low Interest Loan Assistance

The Engineer's Opinion of Probable Construction Cost in Phase 1 was \$14,357,700.

Package A: Biological Process Improvements	\$832,250
Package B: Digestion Rehabilitation	\$7,336,300
Package C: Roof Replacement	\$1,300,000
Package D: UV Disinfection Upgrades	\$627,650
Package E: Electrical and Automation Improvements	\$60,000
Package F: Primary Clarifier Rehabilitation	\$453,700
General Conditions & Contingency	\$3,747,800
Total Construction Cost	\$14,357,700

Project Schedule

Task	Anticipated Date
Phase 1: Project Kick off	November 2017
Phase 1 Complete	May 2018
Phase 2: IEPA Permit Submittal	August 2018
Phase 2: Pre-Final Submittal	November 2018
Phase 2: Final Submittal	December 2018
Phase 2: Bid Advertisement	December 2018
Bid Opening	January 2019
Project Award	April 2019
Phase 3: Commence Construction	May 2019
Phase 3: Substantial Completion	January 2021
Phase 3: Final Completion	February 2021

Scope of Services

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto. The design will provide contract documents to facilitate the improvements as a single project, which was outlined in the Project Understanding. The construction cost estimates from Phase 1 Design Engineering are included as Exhibit E. The scope of services are as follows;

Phase 2 Scope:

Final Design Phase

- a. Meet with Village Staff on a monthly basis to determine design layout details for the project.
- b. Provide the Village with comment disposition prior to each new submittal (plans and specifications).
- c. Based on the approved Phase I Design, prepare Final Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor. Include the following drawings (but not limited to):
 - i. General Construction Details and Notes
 - ii. Site Civil Drawings showing process piping, underground utilities & site restoration.

- iii. Demolition drawings if needed including plans, sections, details and schedules detailing existing structures and utilities to be removed.
- iv. Architectural drawings including floor plans, roof plans, elevation views, sections, details and schedules for any proposed structures.
- v. Structural drawings including plans, sections, details and schedules for construction of the digester covers.
- vi. Mechanical drawings including plans, sections, details and schedules.
- vii. Process drawings including the plans, sections, details and schedules for equipment and process piping.
- viii. Electrical Drawings depicting controls and power distribution plans, elevations, and schedules.
- ix. Instrumentation drawings depicting the scope and extent of the proposed control system.
- x. Project specifications in accordance with the 64 Division CSI Format.
- xi. Utilize Village of Algonquin front end bidding and contract documents. Develop other documents necessary to bid the project.
- d. Submit 95% complete process and civil engineering plans and specifications to Illinois EPA for construct and operate permits.
- e. Provide 95% complete (pre-final) engineering plans to the Village and pertinent jurisdictional agencies for review and approval. Agencies include, but are not limited to, Village Building Department, Kane County Stormwater and Army Corps of Engineers.
- f. Prepare an opinion of probable construction cost, based on Pre-Final and Final Engineering Plans.
- g. Make revisions to the plans to incorporate changes required by reviewing agencies and submit Final Engineering plans and specifications to Village for Bidding.

Bidding and Negotiating Phase

- a. Assist Village in advertising for and obtaining bids or negotiating proposals for the Work.
- b. Attend the Pre-bid Conference.
- c. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- d. Attend the Bid opening, prepare Bid tabulation sheets, and assist the Village in evaluating Bids or proposals and in assembling and awarding contracts work.
- e. Participate in any negotiations or clarification discussion.
- f. Furnish and supply drawings and project specification copies as required.
- g. Coordinate all submittals with IEPA with respect to finalizing the loan agreement.

Phase 2 Package Submittal:

Package A	Phase 2 Design (Pre Final and Final plans & specifications)					
Package B	Phase 2 Design (Pre Final and Final plans & specifications)					
Package C	Phase 2 Design (Pre Final and Final plans & specifications)					
Package D	Phase 2 Design (Pre Final and Final plans & specifications)					
Package E	Phase 2 Design (Pre Final and Final plans & specifications)					
Package F	Phase 2 Design (Pre Final and Final plans & specifications)					
Package G	Revise as necessary and submit remaining Loan Application Package					
	Finalize Loan Agreement					
	Project Schedules and Updates					
	Permit Status Report					
	Plan Review Comments and Resolutions					
	Engineer's Final Cost Estimate					
-	Bid Documents, Advertisements for Bid, Bid Tabulation and					
	Recommendation to Award					

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services will not exceed \$521,800.00 based on the following distribution of compensation:

	Task 2A – Phase 2 Design Management		\$18,400.00
	Task 2B – Permit Clearing		\$12,700.00
Phase 2 Task 2C – Final Plans and Specifications			\$442,900.00
	Task 2D – Final Engineer's Estimate		\$7,400.00
	Task 2E – Bid Documents		\$40,000.00
		Phase 2 Total	\$521,400.00

Contracts for Phase 3 will be approved upon completion of subsequent phases.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Village of Algonquin:	Trotter and Associates, Inc.:
Ву:	By. R. Spott Trotter, PE, BOXE
Title:	Title: President
Effective Date:	Date Signed: 6/12/18
Address for giving notices: 2200 Harnish Drive Algonquin, Illinois 60102	Address for giving notices: 40W201 Wasco Road, Suite D St. Charles, Illinois 60175
Designated Representative	Designated Representative: Jillian Kiss, PE
Title:	Title: Engineer
Phone Number:	Phone Number: 847-507-1469
E-Mail Address:	E-Mail Address: j.kiss@trotter-inc.com
ATTACHMENTS:	
EXHIBT A – STANDARD TERMS AND CONDITIONS	
EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBUR	SIBLE EXPENSES
EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS	
EXHIBIT D - CONTRACT ADDENDUM	
EXHIBIT E - Phase 1 Design Probable Construction (COST ESTIMATE

EXHIBIT F - SHEET LIST

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PUBLIC WORKS DEPARTMENT

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

DATE: August 8, 2018

TO: Tim Schloneger, Village Manager

Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Low Interest Loan Ordinance and Letter of

Opinion

Tim, attached you will find an Ordinance authorizing the Village of Algonquin to enter into a Low Interest Loan Agreement with the Illinois Environmental Protection Agency for the financing of three major maintenance and construction projects to be constructed in the next five years. A Letter of Legal Opinion from our attorney, Kelly Cahill, is also attached for the consideration of the committee. The Letter of Legal Opinion will be finalized once we have an ordinance number for the attached ordinance.

It is our recommendation that the Committee of the Whole act on passing this ordinance on to the Village Board for approval. Once signed and passed, we will work with Kelly to finalize the Letter of Legal Opinion and submit all the paperwork to the IEPA to begin the loan process.

Thank you for your continued support on these important and critical infrastructure reinforcement projects that will serve our residents and businesses well into the future.



Memorandum

Date:

August 2, 2018

To:

Bob Mitchard, Village of Algonquin

From:

Jillian Kiss, PE

Subject:

Ordinance Authorizing the Village of Algonquin to borrow funds from the IEPA
Water Pollution Control Loan Program (WPCLP) and Resolution for an Authorized

Representative to sign IEPA WPCLP documents

The Village is currently working through the loan application process to apply for low interest loans through the IEPA's Water Pollution Control Loan Program for key wastewater system improvement projects. The projects were recommended in the 2014 Wastewater Facility Plan. The projects and estimated costs to be funded by the low interest loan are as follows:

Project	Loan Number	Estimated Loan Amount	Estimated Construction Start Date
Wastewater Treatment Facility Phase 6B Improvements	L17#5550	\$16,763,200	May 2019
Downtown Streetscape Stage 2 Utility Improvements	L17#5553	\$2,924,400	July 2019
Downtown Streetscape Stage 3 Utility Improvements	L17#5554	\$5,015,800	January 2020

The IEPA requires the Village to pass an Ordinance authorizing the Village to borrow funds from the WPCLP as part of the loan application process. The amount to be borrowed includes the estimated cost of construction, design and construction engineering fees, contingency and construction period interest. The three loans are estimated to total \$24,703,400. It is recommended by Trotter and Associates, Inc. and the IEPA to include all the projects in the Loan Authorizing Ordinance to ease the process of approval and identify the future projects to the Agency. Separate loan agreements will be written as the projects are advertised to bid over the subsequent fiscal year budgets. The loans will be repaid from revenue of the wastewater utility over a 20-year period. The current interest rate for FY 18/19 is 1.84%. The Ordinance also authorizes the Village President to execute the loan agreements with the IEPA.

The IEPA also requires the Village to pass a resolution for an Authorized Representative of the Village to sign loan application documents. The Authorized Representative is the Village Manager.

Following the passing of the Loan Authorizing Ordinance, the Village is required to submit a legal opinion from the Village's attorney with respect to the validity and enforceability of the Village's obligations and the absence of conflicts with other agreements, bonds or ordinances.

ORDINANCE NUMBER 2018-

AN ORDINANCE authorizing the Village of Algonquin, Kane and McHenry Counties, Illinois, to borrow funds from the Illinois Environmental Protection Agency Water Pollution Control Loan Program

WHEREAS, the Village of Algonquin, Kane and McHenry Counties, Illinois, operates its sewerage system ("the System") and in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution of 1970 and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively "the Act"); and

WHEREAS, the Village President and Board of Trustees of the Village of Algonquin ("the Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Wastewater Treatment Facility Phase 6B Improvements Downtown Streetscape Stage 2 Utility Improvements Downtown Streetscape Stage 3 Utility Improvements

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by the consulting engineers of the Village of Algonquin, which Project has a useful life of in excess of 20 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$24,703,400, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the Village of Algonquin from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the sewer utility and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the Village of Algonquin is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$24,703,400 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village of Algonquin shall be made pursuant to a Loan Agreement, including certain terms and conditions between the Village of Algonquin and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the Village of Algonquin of Kane and McHenry Counties, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the Village of Algonquin to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and

that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the Village of Algonquin in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$24,703,400.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the sewer utility, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village of Algonquin may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village of Algonquin to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF VILLAGE OF ALGONQUIN

Repayment of the loan to the Illinois Environmental Protection Agency by the Village of Algonquin pursuant to this Ordinance is to be solely from the revenue derived from revenues of the sewer utility, and the loan does not constitute an indebtedness of the Village of Algonquin within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

Village President John C. Schmitt is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. AUTHORIZATION OF THE VILLAGE PRESIDENT TO EXECUTE LOAN AGREEMENT

The Village President is hereby authorized and directed to execute the Loan

Agreement with the Illinois Environmental Protection Agency and to execute any

associated required documents. The Corporate Authorities may authorize by resolution a

person other than the Village President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 8. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

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PASSED by the Corporate Authorities on, 2018.	
Voting Aye: Voting Nay: Abstain: Absent:	
	APPROVED
	Village President John C. Schmitt
(Seal)	
ATTEST:	
Village Clerk Gerald S. Kautz	
PASSED: APPROVED: PUBLISHED:	

CERTIFICATION

I, Gerald S. Kautz, do hereby certify that I am the duly elected, qualified and acting Clerk of
the Village of Algonquin. I do further certify that the above and foregoing, identified as
Ordinance Number, is a true, complete and correct copy of an ordinance
otherwise identified as an Ordinance authorizing the Village of Algonquin, Kane and
McHenry Counties, Illinois, to borrow funds from the Illinois Environmental Protection
Agency Water Pollution Control Loan Program, passed by the Board of Trustees of the
Village of Algonquin, Kane and McHenry Counties, Illinois on theday of
,2018, and approved by the President of the Village of Algonquin, Kane and McHenry
Counties, Illinois on the same said date, the original of which is part of the books and
records within my control as Clerk of the Village of Algonquin, Kane and McHenry
Counties, Illinois.
Dated this day of , 2018.
Dated tillsday 01, 2016.
Clerk of the Village of Algonquin
Kane and McHenry Counties, Illinois

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The Illinois Environmental Protection Agency 1021 North Grand Avenue East P.O. Box 19276 Springfield, IL 62794-9276

Attention: Ms. Stephanie Flowers, Assistant Counsel

RE: Village of Algonquin Water Pollution Control Loan Program IEPA Loan # L17-5550, 5553, 5554

Dear Ms. Flowers:

I am the Village Attorney of the Village of Algonquin, Kane and McHenry Counties, Illinois ("Village") and I am representing the Village in connection with the above referenced matter. The Village is a home rule municipal corporation.

The Village intends to enter into a loan agreement with the Illinois Environmental Protection Agency (the "IEPA") pursuant to the Water Pollution Control Loan Program. The purpose of the loan agreement is to enable the Village to finance the cost of Wastewater System Improvements (the "Project").

You have asked for my opinion with respect to whether the ordinance authorizing the Village to enter into a proposed loan agreement pursuant to the Illinois Environmental Protection Agency Water Pollution Control Loan Program is in accordance with Illinois law.

You have also asked for my opinion as to whether the Village has complied with all of the procedural requisites necessary to authorize the Village President to execute the loan agreement in order to create a valid and enforceable contract.

I have examined the applicable state statutes, and \	/Illage ordinances, and I am familiar
with the ordinances that have been adopted with re-	spect to the proposed loan, in particular
Village of Algonquin Ordinance No	adopted by the Village on, 2018,
entitled "Ordinance Authorizing the Village of Alg	onquin, Illinois to Borrow Funds from
the Illinois Environmental Protection Agency Water	er Pollution Control Loan Program".

After consideration of the foregoing, it is my opinion that, to the best of my knowledge:

- 1. Pursuant to 65 ILCS 5/11-1-1 et seq. (the Illinois Municipal Code), and the ordinances of the Village, the Village does have the authority to enter into a loan agreement with the Illinois Environmental Protection Agency pursuant to the Illinois Environmental Protection Agency Water Pollution Control Loan Program.
- 2. That the Village has or shall obtain the legal right to install the proposed improvements at the location intended and shown by the plans and specifications

for the Project, the improvements for said Project to be located within public road or highway right-of-way or within appropriate easements.

- 3. That there is no threatened or pending litigation which would affect the borrowing of the funds in question or the payment of same.
- 4. The Village Council of the Village of Algonquin has taken all required steps necessary to authorize the Village President to execute the loan agreement and any other required documents by and between the Illinois Environmental Protection Agency and the Village pursuant to the Illinois Environmental Protection Agency's Water Pollution Control Loan Program.
- 5. That Ordinance No. _____ does not conflict with any other ordinances of the Village.
- 6. All actions taken by the Village with respect to Ordinance No. _____ were taken during regular meetings of the Board of Trustees of the Village, which meetings were held and conducted in accordance with the Illinois Open Meetings Act.
- 7. That upon execution of the loan agreement, the obligation of the Village to repay the loan funds as set forth in the loan agreement will be a binding and legally enforceable obligation of the Village.
- 8. That there are no other agreements, bonds, or ordinances which will conflict with, or impair, the obligation of the Village under the proposed loan agreement with the Illinois Environmental Protection Agency.
- 9. That there is no senior debt payable from the revenues of the Village.

Sincerely,

Kelly Cahill Algonquin Village Attorney



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

- MEMORANDUM-

DATE: August 8, 2018

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: Design Build Contract – Souwanas Creek Emergency Repair

Attached you will find an agreement with Applied Ecological Services for emergency design/build repairs to Souwanas Creek.

This area is located behind Water Treatment Plant 1 on Souwanas Drive. When Alta Vista subdivision was built in 1983, the developer installed the required stormwater detention for the subdivision on-line with the creek, according to Village ordinance at that time. In order to achieve the detention capacity, a corrugated metal pipe was installed in the middle of the creek and an earthen berm was built on top of it. This is a very poor design and is no longer permitted by the Village, the Environmental Protection Agency or the Army Corp of Engineers. Thusly, the pipe running through the berm has catastrophically failed. With the heavy rain events this summer, the earthen berm has almost completely washed away and taken most of the rusted pipe with it. The area now exhibits a 5-foot sheer drop as well as dangerous pieces of rusted metal pipe sticking out from what is left of the berm. The area is no longer able to hold the required stormwater detention and is causing downstream portions of the creek to erode.

This repair was scheduled to take place as part of the reconstruction of Scott, Schuett and Souwanas streets and was anticipated to begin in 2021. Preliminary design of this area was included in the phase 1 engineering for this project, which was done by HR Green. However, it now poses and extremely dangerous situation and flooding concern and it is our opinion that this repair cannot wait.

Therefore, we are proposing the work be done immediately through the attached design/build contract with Applied Ecological Services. Fixing the issue using current stormwater regulations and Village Ordinance requires a very different design and construction approach than what was built in 1983. This is essentially a streambank reconstruction and restoration and requires and ecological contractor who can deal with the sensitive nature and permitting requirements of the area. AES will be teaming with HR Green to finish the final design and install the necessary improvements in the correct manner.

This project will be paid for out of the Street Improvement Fund. The Gaslight Drive resurfacing project came in \$200,000 under the budget amount, so we can use that excess to complete this repair.

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 design/build services with Applied Ecological Services/HR Green for \$111,454.00.



Contracting Estimate and Agreement

Project Information

Project Name: Souwanas Creek Emergency Repair Design-Build

AES Project Number: 18-0605 Branch: F:WI-IL

July 31st, 2018

Michelle Zimmerman Village of Algonquin 110 Meyer Drive Algonquin, IL 60102

Re: Agreement and/or Authorization for Services by and between Applied Ecological Services, Inc. (AES) and Village of Algonquin.

Thank you for the opportunity to submit a quote for the design-build on the portion of Souwanas Creek in need of an emergency repair. The design/ permitting portion will be done by HR Green. We are confident you will find that AES provides exceptional expertise, service, and value. We look forward to beginning work with you on this project. Please call with any questions regarding the attached proposal and supporting documents.

Sincerely,

Josh LaPointe, Regional Manager Applied Ecological Services, Inc.

(608) 214-2355 josh@appliedeco.com

Travis Lanser, Project Estimator Applied Ecological Services, Inc. (608) 897-8641 travis.lanser@appliedeco.com

Enclosure(s) Standard Terms & Conditions

Quote for Services and Statement of Work

Item	Qty	Unit	Unit Cost	Extended
Design/ Permitting (HR Green, see attached scope)	1	LS	\$22,551.00	\$22,551.00
Construction	1	LS	\$88,903.00	\$88,903.00
Total				\$111,454.00

Assumptions:

Prevailing wage rates are included (McHenry County).

Notes:

- 1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
- 2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 3. This quote is valid for 60 days.
- 4. **Quote is exclusive of sales tax.** Client/Owner shall pay all applicable sales or use taxes, or provide AES with a sales tax exemption certificate.
- 5. Unless specifically covered in this Agreement or in the warranty of another AES Agreement for site design on this project, AES is not responsible for hydrology on the project site. Damage to seeding or planting installation or other work defects due to improper hydrology is excluded from any warranty under this Agreement. AES can remedy such damage, subject to additional cost, pursuant to a written modification of this Agreement, signed by both parties.
- In the event the project is cancelled by the Client/Owner or the Nursery seed or plants are changed from original order, a 20% nursery restocking charge may apply.
- 7. The Owner/Client is required to pay for any required permits unless specified in this Agreement.
- 8. In an emergency, AES shall act in a reasonable manner to prevent personal injury or property damage. Any change in the Agreement price and/or time resulting from the actions of AES in an emergency situation shall be equitably adjusted.
- 9. Upon the written request of AES, prior to commencement of the Services and thereafter at the written request of AES, the Client/Owner shall provide AES with reasonable evidence of Owner/Client's ability to fund the project. Evidence of such financing shall be a condition precedent to AES' commencing or continuing Services. AES shall be notified prior to any material change in Project financing or material change in Owner/Client's ability to fund the Work.
- 10. This quote has been prepared based on the information provided (as listed above). Before AES will commence work on the project and before this quote becomes binding, the Client to whom this quote is addressed must provide final project documents to AES. Such documents may include, but not be limited to, finalized construction drawings, final specifications, and a copy of the executed general project contract including information about administrative procedures, invoicing and payment procedures (including retention, if any), safety requirements, and any other requirements that will affect or bind AES on this project. AES reserves the right to revise the above quote and the terms and conditions of the work upon receipt of the final documents and Primary Contract, if any.
- 11. Because prescribed burning is a natural process subject to fuel loads, weather conditions, moisture, and winds, AES cannot guarantee any portion or parcel will burn completely or even partially. These same factors affect the length of time to conduct a burn. It is important to note that a burn may be successful from an ecological standpoint while appearing spotty and incomplete. AES charges for time spent on site regardless of apparent success of a prescribed burn. By signing this agreement, the client waives all rights to withhold or deduct payments based on area burned, remaining standing biomass, or any basis other than time spent by AES personnel on site.

Signature Page on Next Page

Acceptance In signing below, each party agrees to abide by all terms and conditions presented in this Agreement. Work will begin upon receipt of the applicable deposit and this signed authorization. **PLEASE SIGN AND RETURN to Applied Ecological Services, Inc. An executed contract containing both signatures will be returned to you. This Agreement is not binding upon AES until executed by an officer of AES. Applied Ecological Services, Inc. Signature: Date: Name: Title: P.O. Box 256, 17921 Smith Rd. Brodhead, WI 53520 Phone: 608-897-8641 Fax: 608-897-8486 Email: Client: Signature: Date: Name: Title: Company: Address: City, State, Zip: Phone: Fax: Email:

Billing Address:	
Mark if same as above.	
Company:	
Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

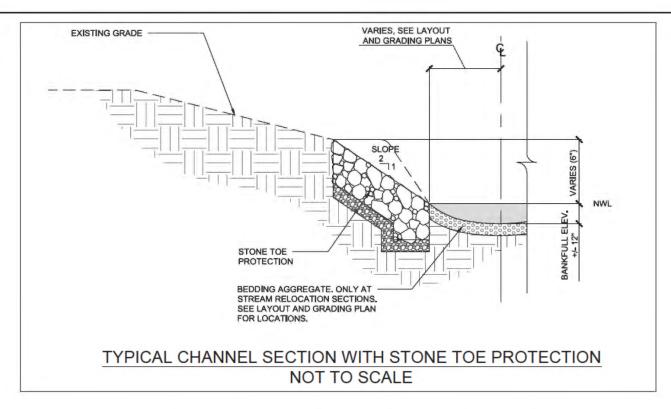
certificate holder in fleu of such endorsement(s).					
PRODUCER	CONTACT NAME Trisha Stark				
M3 Insurance Solutions, Inc.	PHONE (A/C, No, Ext) 608.288.2805 (A/C, No)				
828 John Nolen Drive	E-MAIL ADDRESS trisha.stark@m3ins.com				
Madison WI 53713	PRODUCER				
	CUSTOMER ID # APPLE-1				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
INSURED	INSURER A Zurich American Insurance Co.	16535			
Applied Ecological Services Inc 17921 West Smith Road	INSURERB Tokio Marine Specialty Ins. Co				
Brodhead WI 53520-9355	INSURER C				
	INSURER D				
	INSURER E				
	INSURER F				
COVERAGES CERTIFICATE NUMBER: 20	19097087 REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELO	W HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY				

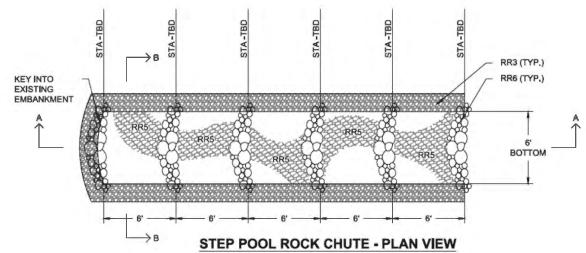
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

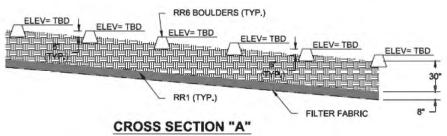
NSR LTR	TYPE OF INSURANCE	ADDL SU	JBR IVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIAB LITY		GLO-011:	1561-02	3/1/2017	3/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$1,000,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE L MIT APPL ES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X PRO- JECT X LOC							\$
A	AUTOMOBILE LIABILITY		BAP0111	558-02	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS							\$
								\$
1	X UMBRELLA LIAB X OCCUR		AUC0111	682-02	3/1/2017	3/1/2018	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
	DEDUCTIBLE							\$
	X RETENTION \$0							\$
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		WC-0111	572-02	3/1/2017	3/1/2018	X WC STATU- OTH- TORY L MITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)						E L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCR PTION OF OPERATIONS below						E L. DISEASE - POLICY LIMIT	\$1,000,000
	Professional/ Pollution Liability		PPK1584	344	12/1/2016	12/1/2017	Professional/Retn Pollution/Retention	5,000,000/20,000 2,000,000/50,000

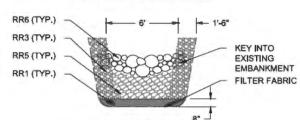
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Subha Stark



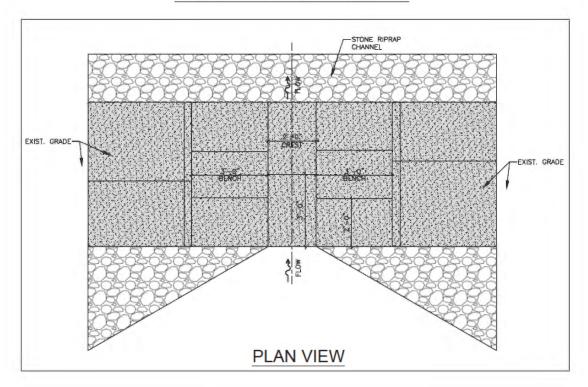


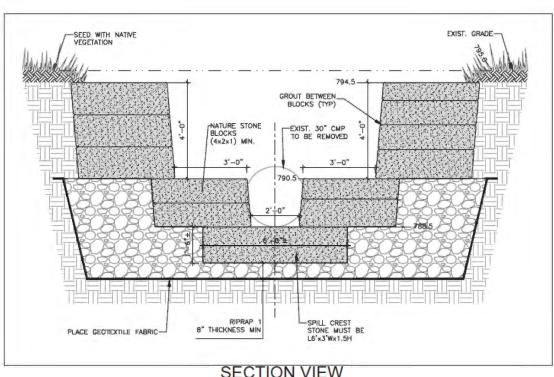




CROSS SECTION "B"

NATURAL FLOW CONTROL STRUCTURE DETAIL





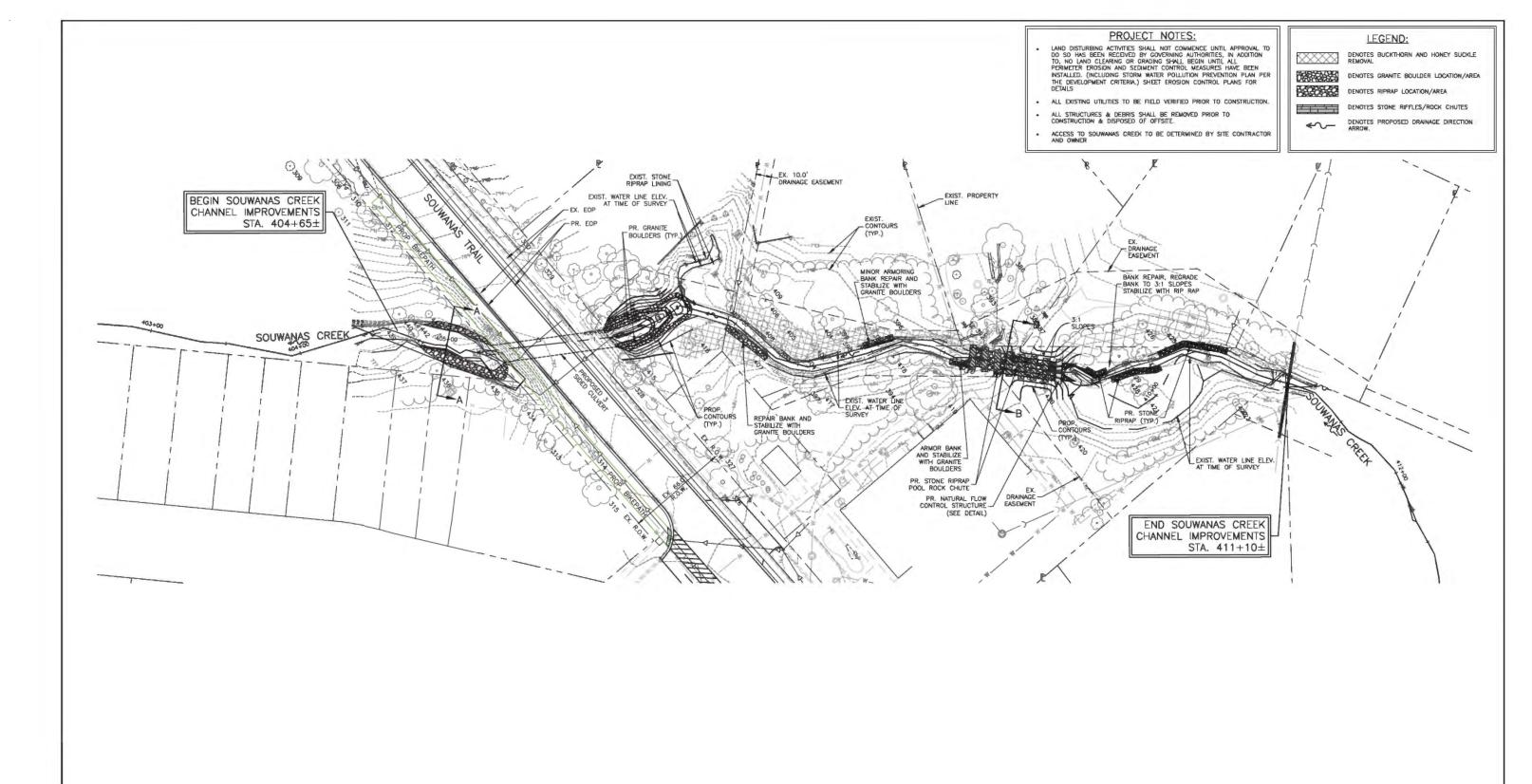
SECTION VIEW

HRGreen.com

DESIGNED - JS REVISED -USER NAME = MLEWIS FILE NAME = 160485-Creek-Typ-Sect-2 DRAWN - MPL REVISED -PLOT SCALE = N.T.S. CHECKED - AC REVISED PLOT DATE = 5/1/2018 - 04/29/18 REVISED -

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

SECTION SOUWANAS CREEK 10-00292-00-WR MCHENRY 105 62 CONTROL STRUCTURE DETAIL CONTRACT NO. SCALE: N.T.S. SHEET NO. 00 OF 00 SHEETS STA. ----TO STA. ----



io o

PLOTTED: 5/1/2/
NAME: 160-481
DRIVER: DWG T

Illinois Professional Dasign Firm

USER NAME = MLEWIS	DESIGNED -		JS	REVISED -	
FILE NAME = 160485-Creek-Plan	DRAWN	-1	MPL	REVISED -	Ī
PLOT SCALE = 1"=30"	CHECKED -	-	AC	REVISED -	
PLOT DATE = 5/1/2018	DATE -	-	04/29/18	REVISED -	Ī
					-

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

SOUWANAS CREEK
GRADING PLAN

SCALE: 1"=30' SHEET NO. 1 OF 1 SHEETS STA. ---- TO STA. ----

COMPANY MAME
PROJECT CONTINUE
DATE PLOTED:
FILE NAME:
PLOT DRIVER:
PLO



PROFESSIONAL SERVICES AGREEMENT FOR

SOUWANAS CREEK EMERGENCY STABILIZATION

Prepared for

Applied Ecological Services 120 W. Main St. West Dundee, IL 60118 Phone (847) 844-9385

Prepared by:

Logan Gilbertsen, P.E., CFM – Project Engineer – Water Resources Project Number: 180921

June 11, 2018

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1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
4.0	SERVICES BY OTHERS
5.0	CLIENT RESPONSIBILITIES

This **AGREEMENT** is between the Village of Algonquin, Illinois (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

An existing corrugated metal pipe (CMP) culvert along Souwanas Creek is experiencing severe erosion and beginning to fail. The existing CMP culvert is located immediately north of the Village of Algonquin Water Treatment Plant on Souwanas Trail. The CMP was designed to act as a flow control structure for an on-line detention basin along Souwanas Creek. COMPANY has previously surveyed the area and designed a flow control structure which would allow for the failing CMP to be removed and restored with an open channel. This work was designed as part of the Phase 1 engineering services for the Souwanas Trail roadway improvements. The approximate project limits are depicted in the attached exhibit. It is anticipated that the total project length is approximately 350' along the stream centerline.

The CLIENT is requesting engineering services for the plan preparation, permitting, and part time construction observation for this project. Due to the emergency nature of the project, the plan preparation and permitting will be done on an expedited schedule and will be send to contractors for estimates rather than a formal bidding process.

1.2 Design Criteria/Assumptions

The Souwanas Creek Emergency Stabilization improvements will be completed in accordance with the following design criteria/assumptions applicable to the project:

- 1. United States Army Corps of Engineers (USACOE) Regulations Regional Permit Program. Wetland delineations and environmental research completed as part of the Souwanas Trail roadway project and Souwanas Creek Reach 2 will be used in the permitting and design of the project.
- 2. Kane County Stormwater Management Ordinance, Village of Algonquin is a certified community.
- 3. The proposed improvements will be funded using Village funds and will not be bid.
- 4. The work is entirely on the CLIENT's property and existing easements. It is assumed that site access will be completed on the CLIENT's property. No additional easements are anticipated.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Design Management & Kickoff (KO) Meeting/Review Meeting/Schedule

- 1. COMPANY will attend a project KO meeting at the CLIENT's Public Works building. It is assumed that two members of the COMPANY's design team will attend the meeting. COMPANY will provide a sign-in sheet and complete meeting minutes.
- 2. COMPANY will schedule and attend a design review meeting with the CLIENT. The meeting shall be completed do discuss the preliminary plans and to review the status of permitting. COMPANY will provide a sign-in sheet and complete meeting minutes.

3. COMPANY will provide a schedule for the CLIENT's approval. Any changes to the project schedule will be coordinated with the CLIENT. The initial project schedule will be provided at the project kick off meeting.

Deliverables: The following deliverables will be provided to the CLIENT:

- · Copies of all sign-in sheets
- Copies of the KO Meeting and Design Review Meeting minutes
- Project schedule

2.2 PRELIMINARY PLANS - PRIMARY AND SECONDARY PAGES

- 1. COMPANY will use previously collected survey, environmental and preliminary engineering data to prepare a 60% plan set for the CLIENT's review.
- 2. COMPANY will include a cover sheet, general notes, summary of quantities, alignment & benchmarks, existing conditions, proposed removal/demo, proposed surface drainage design, proposed grading, details and notes as part of the primary pages of the plan set.
- 3. COMPANY will include a soil erosion & sediment control plan as well as landscape & restoration plans as part of the secondary pages of the plan set.
- 4. COMPANY will complete an internal QA/QC review of the preliminary plans.
- 5. COMPANY will provide a copy of the preliminary plans to a contractor of the CLIENT's choosing for their input and concurrence on the design and plans

Deliverables: The following deliverables will be provided to the CLIENT:

- Electronic PDF copy of the preliminary plans in PDF format on a disk
- One (1) copy of 11x17 hard copy plans for review
- One (1) copy of 22x34 hard copy plans for review

2.3 ENGINEER'S ESTIMATE - PRELIMINARY PLANS

1. COMPANY will prepare an Engineers Opinion of Probable Construction Cost (EOPCC) based on the Preliminary Plans.

Deliverables: The following deliverables will be provided to the CLIENT:

An EOPCC based on the quantities in the preliminary plans

2.4 **PERMITTING CLEARING**

USACOE Permitting (Reginal Permit 7 & 10) – Souwanas Creek is considered Waters of the United States (WOTUS) and an Army Corps jurisdictional wetland. COMPANY will complete this permitting through the Regional Permit Program. COMPANY will utilize previously completed wetland delineation previously completed in this area.

It is anticipated that the proposed activity may qualify under the Regional Permit 7

"Temporary Construction Activities" and Regional Permit 10 "Bank Stabilization" Program which will be further determined per coordination with USACOE. COMPANY will prepare a Regional Permit Application Packet and submit to USACOE.

If wetland impacts exceed the requirements of the regional permit program, threatened and endangered species surveys, or a wetland mitigation plan is required to permit the proposed activity the work shall be considered as extra, and require an amendment to the contract.

- 1. EcoCAT COMPANY will utilize a previously completed IDNR EcoCAT consultation for this project.
- 2. Stormwater Permit –COMPANY will complete a stormwater permit application and submit to the CLIENT for approval. The CLIENT is a certified community and will be responsible to issue a stormwater permit for the project.
- 3. US Fish and Wildlife Section 7 COMPANY will complete a US Fish and Wildlife Section 7 review as required to obtain the USACOE Regional Permit.
- 4. McHenry Lake Soil & Water Conservation District (SWCD) COMPANY will submit proposed plans for review and approval of the erosion control plans and best management practices to SWCD; this is also required as part of permitting through the USACOE. COMPANY has included an estimated review fee in the cost of this task. Based on the SWCD application,
- 5. Permit Status Report COMPANY will prepare a permit status report which summarizes the status of each application at the time of submittal of the preliminary plans. The report will be revised prior to construction to include all permit approvals obtained as part of the project.

COMPANY does not guarantee the approval of each permit and cannot guarantee a review time for differing agencies. Best approximations for review times will be incorporated into the project schedule. The project will be designed in a manner to best fit the requirements listed in the various permit requirements.

Deliverables: The following deliverables will be provided to the CLIENT:

- Electronic copies of all permit applications
- Electronic copies of all permit approvals
- Electronic copies and hard copies (2) of the Permit Status Report

2.5 FINAL PLANS, DETAILS & SPECIFICATIONS

- COMPANY will review comments from the CLIENT and permitting agencies and revise
 the plans accordingly to prepare the final plans, details and specifications. It is
 assumed that the plans will be updated two (2) times between the preliminary stage
 and the final stage. The update will address the comments received.
- 2. COMPANY will complete an internal QA/QC of the final plans, details and specifications. .

Deliverables: The following deliverables will be provided to the CLIENT:

- Electronic PDF copy of the final plans, details and specifications in PDF format on a disk
- One (1) copy of 11x17 hard copy plans for review
- One (1) copy of 22x34 hard copy plans for review

2.6 ENGINEER'S ESTIMATE - FINAL PLANS

1. COMPANY will prepare an EOPCC based on the finalized plans.

Deliverables: The following deliverables will be provided to the CLIENT:

• An EOPCC based on the quantities in the final plans.

2.7 CONSTRUCTION OBSERVATION - PART TIME

- COMPANY will attend a pre-construction meeting. It is assumes that one (1) staff member will attend on the COMPANY's behalf.
- 2. The engineer assigned to the project will visit the site upon completion of the erosion control measures installation and during the tree removal, clearing and grubbing and demolition phase to document the progress and observe the work being completed. Up to two (2) visits are included during this work.
- 3. A COMPANY representative will visit the site weekly to verify that the erosion and sediment control measures have been installed and are functioning as required by the permitting agencies.
- 4. A COMPANY representative will visit the site during the grading and earthwork to respond to questions from the contractor and to observe that the project generally matches the plans.
- 5. A COMPANY representative will visit the site upon completion of the restoration efforts. The site will be inspected to verify that the restoration and stabilization appears to be per the plans.
- 6. COMPANY will prepare a punchlist after the restoration and stabilization work has been completed. One (1) additional visit to the site will be completed to verify that the Contractor has addressed the items on the punchilst.
- 7. COMPANY will complete a project close out. This will not include as-built survey. COMPANY will review the quantities and provide recommendations to the CLIENT for final payment to the contractor.
- 8. This task will be performed on a part time basis and a representative from the COMPANY will not be on-site at all times. COMPANY will be available to the contractor to respond to RFI's during construction.

Deliverables: The following deliverables will be provided to the CLIENT:

 A weekly email discussing the work completed and work scheduled the upcoming week. Electronic copies of photos taken during construction

3.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES

The following items are not included as part of this agreement:

- 1. Boundary Survey or Plat of Easements
- 2. Property owner coordination
- 3. Appraisals and negotiations
- 4. Geotechnical Services
- 5. Groundwater Study or Report
- 6. Wetland Delineation Report
- 7. Wetland Jurisdictional Determination
- 8. Archaeological and other environmental surveys
- 9. Letter of Map Revisions (LOMR)
- 10. Funding/Grant Applications or Grant Management
- 11. Bidding documents

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

4.0 SERVICES BY OTHERS

COMPANY does not anticipate any sub-contractors to be employed by the COMPANY during this project.

5.0 CLIENT RESPONSIBILITIES

The following items are required from the client:

- 1. Provide necessary and available utility maps.
- 2. Easement documents for existing utilities
- 3. Site access
- 4. Provide past studies, wetland reports, jurisdictional determinations and stormwater reports for the site and adjacent improvements completed by others.

6.0 PROFESSIONAL SERVICES FEE

6.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice.

6.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable within 30 days of the receipt of invoice by the CLIENT.

Professional Services Agreement Souwanas Creek Emergency Stabilization June 11, 2018 Page 6 of 6

6.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

6.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

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

DATE: August 9, 2018

TO: Tim Schloneger, Village Manager

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Water Treatment Plant #3 Membrane Replacement

Attached you will find a copy of the proposal from Evoqua Water Technologies in the amount of \$341,632.00. Replacement membranes at Water Treatment Plant #3 includes (3) primary cells and (2) secondary cells; a total of 544 membranes. Per final agreement with Siemens, purchase price per cell is \$540.00 per module + inflation for a purchase price of \$611.00 per module plus \$9,248.00 in shipping. Price includes a Memcor Technician to be onsite during installation period. Membranes date back to 2005 with a 7-year life cycle expected and percentage of pinned membrane bundles is approximately 5%. Critical limit on percent pinned is 10%. Installation will be done by our Water & Sewer staff.

Funding for this project will come out of the Water & Sewer Operating Fund, in which \$345,000.00 was approved in this fiscal year budget. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for the approval of 544 membranes for Water Treatment Plant #3 costing a total of \$341,632.00 from Evoqua Water Technologies.



Quote Number: 2018-257824 Account ID: 0001008498

Proposal For:

VILLAGE OF ALGONQUIN

Mike Bania 110 MEYER DR ALGONQUIN, IL 60102 Phone: 847-875-6117 Gene Cerilli

Evoqua Water Technologies

558 Clark Rd

Tewksbury, MA 01876 Phone: 724-640-5933 gene.cerilli@evoqua.com

ITEM PRICING SUMMARY

Item Number	Description	Reference Number	Qty	Net Price	Ext. Price	
W3T310453	WT:119212 WOD SPARE S10N 4 PK	119212	136 E	\$2,512.00	\$341,632.00	

Total net price without options:

\$341,632.00

Proposal Notes

Memcor Technician 5 days on-site/2 days travel NO CHARGE Shipping included in Module Price

Page 1 08-08-2018

Quote Number: 2018-257824 Account ID: 0001008498



Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- · EXW Ex Works: Prepaid and Add
- · Shipping Account Number:

Terms

- · This quote is valid until 09-30-2018
- Payment terms are N30 Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO
 (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start
 processing your order by signing and returning:

Fax to:

or Email to: gene.cerilli@evoqua.com

You may also mail this to:

Evoqua Water Technologies 558 Clark Rd Tewksbury, MA 01876

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