

AGENDA  
COMMITTEE OF THE WHOLE  
December 11, 2018  
2200 Harnish Drive  
Village Board Room  
- AGENDA -  
7:30 P.M.

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

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation** (*Persons wishing to address the Committee on an item on this agenda must register with the Chair prior to roll call.*)
3. **Community Development**
4. **General Administration**
  - A. Consider an Intergovernmental Agreement with McHenry County for Construction and Widening of Randall Road from Harnish Drive to Algonquin Road
5. **Public Works & Safety**
  - A. Consider an Agreement with Water Well Solutions for the Well 5 Rehabilitation Project
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



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

**– M E M O R A N D U M –**

DATE: November 29, 2018

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Intergovernmental Agreement with McHenry  
County for the Construction and Widening of  
Randall Road from Harnish Drive to  
Algonquin Road

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Tim, attached you will find the final Intergovernmental Agreement (IGA) between the Village Of Algonquin and the McHenry County Division of Transportation for the construction development and widening of Randall Road. The first document in the packet is the actual IGA, and the remainder of the documents are supporting submittals referenced in the IGA.

The County Board has already passed this IGA through their approval process and is requesting the subsequent approval of our Board of Trustees prior to executing the final documents that will govern the implementation of this project, and the financial and maintenance obligations that will take place now and into the future.

The Public Works Department has worked tirelessly with County Staff to get this document to a very workable and acceptable fashion, and we are now recommending the Board's consideration and approval, so that the project can continue forward smoothly and enhance the viability and traffic flow in our commercial corridor.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF ALGONQUIN AND THE COUNTY OF MCHENRY WITH  
RESPECT TO THE REIMBURSEMENT OF VILLAGE OF ALGONQUIN COSTS FOR THE  
RANDALL ROAD PROJECT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Village of Algonquin, a municipal corporation of the State of Illinois, hereinafter referred to as the VILLAGE, and the County of McHenry, Illinois acting by and through its County Board, a body politic and corporate of the State of Illinois, hereinafter referred to as the COUNTY. The VILLAGE and COUNTY are collectively sometimes referred to as the PARTIES.

**WITNESSETH:**

**WHEREAS**, the COUNTY, the VILLAGE, and the Village of Lake in the Hills, in order to facilitate the free flow of traffic, ensure safety to the motoring public, and improve capacity along the Algonquin and Randall Road corridors, desire to improve Algonquin Road and Randall Road within the VILLAGE and the Village of Lake in the Hills, hereinafter referred to as the PROJECT; and

**WHEREAS**, the VILLAGE desires to construct as part of the PROJECT a pedestrian underpass of Randall Road to be located south of Huntington Drive North and Bunker Hill Drive, hereinafter referred to as the UNDERPASS, (the UNDERPASS is included within the PROJECT); and

**WHEREAS**, the VILLAGE also desires to install as part of the PROJECT landscaping, VILLAGE lighting, bicycle, pedestrian, and transit facilities, road resurfacing, storm water facilities, water main facilities, and other aesthetic features within and outside the COUNTY right-of-way, hereinafter referred to as ACCOMMODATIONS; and

**WHEREAS**, the VILLAGE has approved the current plans and specifications for the PROJECT, including the UNDERPASS and ACCOMMODATIONS, hereinafter referred to as the PLANS and SPECIFICATIONS; and

**WHEREAS**, the VILLAGE has approved the current cost estimates for the PROJECT, including the UNDERPASS and ACCOMMODATIONS, which are set forth on Exhibit A attached hereto and incorporated herein, hereinafter referred to as the ESTIMATES; the PLANS, SPECIFICATIONS and ESTIMATES are collectively hereinafter referred to as the PS&E; and

**WHEREAS**, the COUNTY and VILLAGE, in order to increase engineering efficiencies and reduce cost, desire to bid and contract for the PROJECT, including the UNDERPASS and ACCOMMODATIONS, together, hereinafter referred to as the CONTRACT; and

**WHEREAS**, the VILLAGE also desires to install separately by the VILLAGE gateway signs and other aesthetic features within the COUNTY right-of-way which the VILLAGE shall submit an application post construction as part of the COUNTY's permit process; and

**WHEREAS**, the COUNTY and the VILLAGE also desire to have bus shelters installed to promote mobility for all residents, to provide transportation choices, to preserve environmental quality, and to link transportation and land use through the assistance of Pace, the suburban bus and regional paratransit division of the Regional Transportation Authority (RTA);

**WHEREAS**, the COUNTY and the VILLAGE previously entered into an agreement entitled “Intergovernmental Agreement between the County of McHenry, the Village of Lake in the Hills, and the Village of Algonquin for Maintenance and Care of Certain Landscaped Median Along Algonquin Road” dated \_\_\_\_\_, 2012 which will no longer be applicable but desire to enter into an intergovernmental agreement for the new landscaping medians along Algonquin Road; and

**WHEREAS**, Algonquin Road and Randall Road are under the jurisdiction of the COUNTY; and

**WHEREAS**, the sections of Bunker Hill Drive, Crystal Lake Road, Harnish Drive, Huntington Drive North, Oakleaf Road, Rolls Drive, Sherman Drive, Stonegate Road, and Talaga Drive that are located within the municipal limits of the VILLAGE are under the jurisdiction of the VILLAGE; and

**WHEREAS**, the COUNTY has received a Congestion Mitigation & Air Quality (CMAQ) Improvement Program Grant, hereinafter referred to as the COUNTY CMAQ GRANT, that will fund eighty percent (80%) of the CMAQ eligible construction costs associated with the construction of the PROJECT, not including the UNDERPASS, leaving a twenty percent (20%) local match requirement remaining to be funded by the PARTIES; and

**WHEREAS**, the VILLAGE has received a Congestion Mitigation & Air Quality (CMAQ) Improvement Program Grant, hereinafter referred to as the VILLAGE CMAQ GRANT, that will fund eighty percent (80%) of the CMAQ eligible construction costs associated with the construction of the UNDERPASS, leaving a twenty percent (20%) local match requirement remaining to be funded by the PARTIES; and

**WHEREAS**, an Intergovernmental Agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

**WHEREAS**, the COUNTY by virtue of the authority as set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*), and the VILLAGE by virtue of the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the PARTIES hereto mutually agree to perform as follows:

1. Recitals. The foregoing recitals are hereby incorporated and made part of this agreement as though fully set forth herein.

2. Division of Responsibilities.

- a. For the PROJECT, but not including the UNDERPASS: The COUNTY agrees to make the surveys; obtain all necessary right-of-way; obtain all necessary permits; has prepared PLANS and SPECIFICATIONS; receive bids and award the CONTRACT; furnish engineering inspection during construction; approve CONTRACT changes; and cause the PROJECT to be built in accordance with the PLANS, SPECIFICATIONS, and CONTRACT.
- b. For the UNDERPASS:
  - i. The VILLAGE agrees to make the surveys; obtain all necessary right-of-way; obtain all necessary permits; and perform Phase I engineering for the UNDERPASS.
  - ii. The COUNTY has prepared PLANS and SPECIFICATIONS; agrees to receive bids and award the CONTRACT; furnish engineering inspection during construction; and cause the UNDERPASS to be built in accordance with the PLANS, SPECIFICATIONS, and CONTRACT.
  - iii. Because the VILLAGE's UNDERPASS is included as part of the PROJECT, Chicago Metropolitan Agency for Planning has added the VILLAGE CMAQ GRANT to the COUNTY's Local Agency Agreement for the PROJECT to allow the VILLAGE CMAQ GRANT to be used for the UNDERPASS. This includes transfer of right-of-way funds to construction.

3. Payments.

- a. It is mutually agreed by and between the PARTIES that the cost proration for the PROJECT are set forth herein, including in the ESTIMATES.
  - b. The VILLAGE agrees to reimburse the initial FIVE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS AND 15/100 (\$528,517.15) of the VILLAGE's proportionate share of the CONTRACT costs to the COUNTY by July 1, 2019.
  - c. The VILLAGE agrees to reimburse the balance of the VILLAGE's proportionate share of the CONTRACT costs to the COUNTY within thirty (30) days of notification by the COUNTY of substantial completion of construction of the CONTRACT. Substantial completion means the construction is sufficiently complete in accordance with the PLANS and SPECIFICATIONS within the municipal limits of the VILLAGE so that the motoring public may travel in a normal traffic pattern, although punch list items remain to be completed.
  - d. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its proportionate share of the CONTRACT costs if the amount appropriated proves to be insufficient, to cover said costs.
4. UNDERPASS. The UNDERPASS shall be constructed under Randall Road, located south of Huntington Drive North and Bunker Hill Drive as shown in the PLANS and SPECIFICATIONS as part of the CONTRACT. The COUNTY shall issue a facility permit to the VILLAGE to place aesthetic treatments within the UNDERPASS.

- a. Cost Proration.
    - i. The VILLAGE CMAQ GRANT (included in the COUNTY's Local Agency Agreement) will fund eighty percent (80%) of the CMAQ eligible CONTRACT costs associated with the construction of the UNDERPASS;
    - ii. The COUNTY shall pay ten percent (10%) of the CMAQ eligible CONTRACT costs and fifty percent (50%) of the remaining CONTRACT costs associated with the construction of the UNDERPASS; and,
    - iii. The VILLAGE shall pay ten percent (10%) of the CMAQ eligible CONTRACT costs and fifty percent (50%) of the remaining CONTRACT costs associated with the construction of the UNDERPASS.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the aesthetic treatments at its sole cost and expense. With the exception of maintenance of the aesthetic treatments, it is mutually agreed by and between the PARTIES should the COUNTY or VILLAGE need to perform any maintenance activity or future project, the cost to modify the UNDERPASS (without aesthetic treatments) shall be borne by the VILLAGE and COUNTY equally and all aesthetic treatments shall be borne by the VILLAGE at its sole cost and expense. Should the COUNTY or VILLAGE need to perform any maintenance on its utilities that impact the UNDERPASS, then the cost shall be borne by the agency whose utility is causing the impact to the UNDERPASS.
5. Shared-use Path. A shared-use path shall be constructed within the COUNTY right-of-way along the east side of Randall Road and the south side of Algonquin Road shown in the PLANS and SPECIFICATIONS as part of the CONTRACT.
- a. Cost Proration. The COUNTY shall pay one hundred percent (100%) of the CONTRACT costs associated with the construction of the shared-use path.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the shared-use path at its sole cost and expense. Maintenance is defined as any activity necessary to cause the shared-use path to function in accordance with VILLAGE standards for public improvements. However, should the COUNTY reconstruct Randall Road in the future within the limits of this PROJECT, the COUNTY shall repair, as part of the reconstruction, that portion of the shared-use path corresponding with the portion of Randall Road being reconstructed and the parties shall prorate the costs of the reconstruction as set forth in Section 5(a) above.
6. Sidewalk. A sidewalk shall be constructed within the COUNTY right-of-way along the west side of Randall Road shown in the PLANS and SPECIFICATIONS as part of the CONTRACT.
- a. Cost Proration.
    - i. The COUNTY shall pay eighty percent (80%) of the CONTRACT costs associated with the construction of the sidewalk located within the VILLAGE's corporate limits; and,
    - ii. The VILLAGE shall pay twenty percent (20%) of the CONTRACT costs associated with the construction of the sidewalk located within the VILLAGE's corporate limits.

- b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the sidewalk at its sole cost and expense. Maintenance is defined as any activity necessary to cause the sidewalk to function in accordance with VILLAGE standards for public improvements. However, should the COUNTY reconstruct Randall Road in the future within the limits of this PROJECT, the COUNTY shall repair, as part of the reconstruction, that portion of the sidewalk corresponding with the portion of Randall Road being reconstructed and the parties shall prorate the costs of the reconstruction as set forth in Section 6(a) above.
7. Detention. The VILLAGE agrees to detain 2.0 acre-feet of the PROJECT storm water runoff in perpetuity at the VILLAGE owned parcel identified as DETENTION in the PLANS and SPECIFICATIONS and grant an easement to the COUNTY as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- a. Cost Proration. The VILLAGE will detain the storm water runoff at no cost to the COUNTY, due to the VILLAGE's impacts to the proposed COUNTY detention. The VILLAGE further agrees to maintain this location in perpetuity at no cost to the COUNTY.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the DETENTION at its sole cost and expense.
8. Drainage Cross Culvert. A drainage cross culvert shall be constructed near station 2152+00 shown in the PLANS and SPECIFICATIONS as part of the CONTRACT.
- a. Cost Proration. The cost proration constitutes the COUNTY's cost for replacement of the culvert and the VILLAGE's cost to increase the culvert's capacity.
    - i. The COUNTY shall pay forty percent (40%) of the CONTRACT costs associated with the construction of the drainage cross culvert; and,
    - ii. The VILLAGE shall pay sixty percent (60%) of the CONTRACT costs associated with the construction of the drainage cross culvert.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the drainage cross culvert at its sole cost and expense. Maintenance is defined as debris removal and other maintenance activities as required in perpetuity to maintain flow through the culvert.
9. Form Liner, Stain, and Anti-Graffiti. The VILLAGES desire to use the VILLAGE standard form liner, stain, and anti-graffiti for the parapet and retaining walls within the VILLAGE's corporate limits shown in the PLANS and SPECIFICATIONS as part of the CONTRACT. The VILLAGE's standard is an aesthetic upgrade from the COUNTY's base form liner, stain, and anti-graffiti it would have otherwise used on this PROJECT.
- a. Cost Participation.
    - i. The COUNTY shall pay fifty percent (50%) of the CONTRACT costs associated with the form liner, stain, and anti-graffiti for the parapet and retaining walls; and,
    - ii. The VILLAGE shall pay fifty percent (50%) of the CONTRACT costs associated with the form liner, stain, and anti-graffiti for the parapet and retaining walls.

- b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the aesthetic upgrades at its sole cost and expense. With the exception of maintenance of the aesthetic upgrades, it is mutually agreed by and between the PARTIES should the COUNTY or VILLAGE need to perform any maintenance activity or future project, then the cost to modify the form liner, stain, or anti-graffiti (without aesthetic upgrades) shall be borne by the VILLAGE and COUNTY equally and all aesthetic upgrades shall be borne by the VILLAGE at its sole cost and expense. Should the COUNTY or VILLAGE need to perform any maintenance on its utilities that impact the form liner, stain, and anti-graffiti, then the cost shall be borne by the agency whose utility is causing the impact to the form liner, stain, or anti-graffiti.
10. Handrail. The VILLAGE desires to use the VILLAGE standard handrail within the VILLAGE's corporate limits shown in the PLANS and SPECIFICATIONS as part of the CONTRACT. The VILLAGE's standard is an aesthetic upgrade from the COUNTY's base handrail it would have otherwise used on this PROJECT.
- a. Cost Participation.
    - i. The COUNTY shall pay fifty percent (50%) of the CONTRACT costs associated with a base handrail.
    - ii. The VILLAGE shall pay fifty percent (50%) of the CONTRACT costs associated with a base handrail and shall pay one hundred percent (100%) of the CONTRACT costs associated with the additional aesthetic upgrade cost above the base cost of the handrail.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the aesthetic upgrade at its sole cost and expense. With the exception of maintenance of the aesthetic upgrade, it is mutually agreed by and between the PARTIES should the COUNTY or VILLAGE need to perform any maintenance activity or future project, then the cost to modify the handrail (without the aesthetic upgrade) shall be borne by the VILLAGE and COUNTY equally and all aesthetic upgrades shall be borne by the VILLAGE at its sole cost and expense. Should the COUNTY or VILLAGE need to perform any maintenance on its utilities that impact the handrail, then the cost shall be borne by the agency whose utility is causing the impact to the handrail.
11. Landscaping. The COUNTY, the VILLAGE, and the Village of Lake in the Hills previously entered into an agreement entitled "Intergovernmental Agreement between the County of McHenry, the Village of Lake in the Hills, and the Village of Algonquin for Maintenance and Care of Certain Landscaped Median Along Algonquin Road" dated \_\_\_\_\_, 2012. The agreement outlined the responsibilities of the parties with respect to the existing landscape median(s) located on Algonquin Road. The agreement will no longer be applicable as a result of the PROJECT, and, therefore, the PARTIES hereby terminate said agreement.



The COUNTY shall install twenty-four (24) inches of topsoil in the Randall Road landscaped medians between Harnish Road and Algonquin Road and the Algonquin Road landscaped medians between Harvest Gate Road and Randall Road shown in the PLANS and SPECIFICATIONS as part of the CONTRACT. The VILLAGE shall install additional drainage structures and grates used to drain the convex landscaped median between Harnish Road and Algonquin Road. The VILLAGE shall be permitted to install raised planters, perennials, large shade trees, shrubs, and other landscaping in locations approved by the COUNTY. No vegetation will be permitted to overhang the curb, at a height of less than eighteen (18) feet, and/or interfere with the traffic operations on Algonquin Road or Randall Road. If this occurs, the interfering vegetation shall be removed and/or trimmed by the VILLAGE. The COUNTY reserves the right to require the removal of landscaping that poses a hazard to the motoring public and/or interferes with the routine maintenance of County right-of-way.

a. Cost Proration.

- i. The COUNTY shall pay one hundred percent (100%) of the CONTRACT costs for the topsoil.
- ii. The VILLAGE shall pay one hundred percent (100%) of the CONTRACT costs for additional drainage structures and grates used to drain the convex landscaped median between Harnish Road and Algonquin Road. The VILLAGE shall pay one hundred percent (100%) of the CONTRACT costs for the drainage structures and grates.

b. Maintenance.

- i. Algonquin Road. The VILLAGE and the Village of Lake in the Hills shall maintain the landscaping within the COUNTY right-of-way in the Algonquin Road median(s) and the cost to maintain shall be borne by the VILLAGE and the Village of Lake in the Hills equally.
- ii. All Other Landscaping. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the landscaping within the COUNTY right-of-way located within the VILLAGE's corporate limits at its sole cost and expense other than as set forth in Section 11(b)(ii) above.

Maintenance is defined as the proper care and trimming of any trees or shrubs planted, any replacement of landscaping (plants and trees), watering the landscaping as required to maintain the viability of the landscaping (the use of harvested rainwater or treated effluent water should be used if available), street cleaning, storm sewer and drainage structure debris removal, and other activities as required to remove landscaping debris, and/or any repairs to the curb and gutter and drainage system damage that clearly resulted from roots from the landscaping. All landscaping maintenance shall be as specified in Exhibit C, County Right-of-way Landscaping Maintenance Specifications.

Maintenance does not include any damage caused by the COUNTY's routine maintenance such as snow removal, with the exception of de-icing agents. The COUNTY shall make all reasonable efforts to adopt and implement standard practices that are intended not to cause damage to the landscaping. Damage caused by the COUNTY's routine maintenance is the responsibility of the COUNTY. It is understood aside from landscaping maintenance, that the County right-of-way, including the pavement, storm water management system, curbs, storm sewers, structures, detention basins, flow control features, etc. will remain the ownership and maintenance responsibility of the COUNTY.

It is mutually agreed by and between the PARTIES should the COUNTY need to perform any maintenance activity or future project which impacts the landscaping in any way, then the cost to relocate the landscaping shall be borne by the VILLAGE if the VILLAGE can relocate and reuse the plant materials; otherwise the cost to replace the landscaping shall be borne by the COUNTY. The COUNTY will restore the right-of-way to the original condition with the exception of plant materials beyond turf grass. The VILLAGE shall be given thirty (30) days prior notice to the start of projects to remove and relocate the landscaping. The VILLAGE should have courtesy review on projects that may impact the landscaping.

12. Stonegate Road Improvements. The VILLAGE desires to have curb ramps upgraded per ADA guidelines and paving work and roadway lighting on the VILLAGE side streets in addition to what is required by the PROJECT, to be performed as part of the PROJECT shown in the PLANS and SPECIFICATIONS as part of the CONTRACT.
  - a. Cost Proration. The VILLAGE shall pay one hundred percent (100%) of the CONTRACT costs of soil borings, surveying, Phase II Engineering, Construction Engineering, and Construction as shown in EXHIBIT A.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain Stonegate Road and all PROJECT improvements to Stonegate Road at its sole cost and expense.
13. Water Main Relocation and Water Main Provisions. Water main relocation design and construction will be completed shown in the PLANS and SPECIFICATIONS as part of the CONTRACT. Within COUNTY right-of-way and within ten (10) feet of the back-of-curb inclusive of the roadway, VILLAGE water main shall be placed in a steel casing sleeve that meets the guidelines in the Standard Specifications for water and sewer construction in Illinois. The VILLAGE shall approve and sign-off on the construction of the water main.
  - a. Cost Proration. The VILLAGE shall pay one hundred percent (100%) of the CONTRACT costs associated with the design and construction of water main relocations, including the cost differential in using water main quality pipe if facilities are located within the COUNTY's right-of-way yet not in any easement granted to the VILLAGE for such purposes.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the water main at its sole cost and expense.
14. Gateway Sign. The COUNTY shall continue to permit a breakaway VILLAGE gateway sign south of Algonquin Road. The COUNTY shall issue a facility permit to the VILLAGE to place the gateway sign following substantial completion of the CONTRACT.
  - a. Cost Proration. The VILLAGE shall pay one hundred percent (100%) of the costs associated with the removal of the existing gateway sign and its replacement.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the gateway sign at its sole cost and expense.

15. Irrigation. The VILLAGE shall be permitted to install water service and irrigation systems to the medians.
  - a. Cost Proration. The VILLAGE shall pay one hundred percent (100%) of the costs associated with the water service and irrigation systems.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the water service and irrigation systems at its sole cost and expense. It is mutually agreed by and between the PARTIES should the COUNTY or VILLAGE need to perform any maintenance, relocation, or removal of the water service or irrigation system, then the cost shall be one hundred percent (100%) the responsibility of the VILLAGE.
16. Bus Shelters. The PARTIES agree to allow bus shelters to be constructed within the COUNTY right-of-way at the bus shelter pad locations shown in the PLANS and SPECIFICATIONS. The bus shelters shall include, but shall not be limited to, bicycle racks, digital bus arrival countdown signs, LED lighting, solar panels, advertising, and receptacles for recycling and trash. The VILLAGE agrees to waive in writing any requirements of the Algonquin Municipal Code so long as the bus shelter conforms to the COUNTY's approved design for Pace bus shelters.
  - a. Cost Proration. It is mutually agreed by and between the PARTIES that the VILLAGE shall not be obligated for any costs associated with the construction of the bus shelters. Further, the COUNTY may enter into a separate agreement with Pace to determine the costs and any cost proration between the COUNTY and Pace associated with the construction of the bus shelters.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall not be obligated for any costs associated with the maintenance of the bus shelters. Further, the COUNTY may enter into a separate agreement with Pace to determine the maintenance costs and any cost proration between the COUNTY and Pace associated with the maintenance of the bus shelters.
17. Tree Replacement. The COUNTY represents, and the VILLAGE acknowledges, that the COUNTY is responsible for the replacement of four hundred (400) trees to be planted on property owned or under the control of the VILLAGE in accord with the McHenry County Tree Planting and Replacement Policy. Planting and establishment of the four hundred (400) trees will be accomplished within two (2) years of the completion of the CONTRACT. The VILLAGE shall plant all trees within McHenry County.
  - a. Cost Proration. The COUNTY shall pay the VILLAGE One Hundred Thousand Dollars and No/100 (\$100,000.00) for the cost of the tree replacement. The COUNTY shall pay said amount within thirty (30) days of notification to the VILLAGE by the COUNTY of substantial completion of construction of the CONTRACT. Substantial completion means the construction is sufficiently complete in accordance with the PLANS and SPECIFICATIONS within the municipal limits of the VILLAGE so that the motoring public may travel in a normal traffic pattern, although punch list items remain to be completed. The compensation provided by the COUNTY will constitute its total obligation for tree replacement incurred as a result of the aforementioned CONTRACT.
  - b. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall maintain the trees at its sole cost and expense.

18. Utility Relocation. The VILLAGE agrees to allow the COUNTY to coordinate with the utility companies on the VILLAGE's behalf and issue permits to utilities for work to be conducted on VILLAGE roadways within the limits of the CONTRACT. The COUNTY shall provide the VILLAGE with copies of all utility permit applications prior to issuance. Within fourteen (14) days of receipt, the VILLAGE shall approve all utility permits provided the utilities do not interfere with existing VILLAGE utilities.
  - a. Cost Proration.
    - i. It may be necessary for the COUNTY to relocate utilities for the PROJECT. Any utilities that were not within the right-of-way prior to the PROJECT, the COUNTY shall pay one hundred percent (100%) of the costs of relocation; however, said relocation shall be at the most economical means possible.
19. Noise Ordinance Waiver. In an effort to minimize the impact to traffic and businesses, portions of the project will be performed at night, generally between peak travel times. The VILLAGE agrees to waive in writing Village Ordinance 43.1(B) for the duration of the PROJECT, allowing "Construction Activity" to occur outside the identified hours of work.
20. Property. The COUNTY agrees to convey the property depicted in EXHIBIT D, attached hereto and incorporated herein, to the VILLAGE for VILLAGE purposes in accordance with the requirements of the Local Government Property Transfer Act or by jurisdictional transfer so that the PROJECT may be constructed pursuant to the PLANS, SPECIFICATIONS, and ESTIMATES and the VILLAGE agrees to grant the stormwater discharge and detention easement, as set forth in Exhibit B, to the County.. The value of the property has an appraised value of TEN THOUSAND DOLLARS AND NO/100 (\$10,000.00). The property will be conveyed and the easement dedicated upon substantial completion of the PROJECT. Substantial completion means the construction is sufficiently complete in accordance with the PLANS and SPECIFICATIONS within the municipal limits of the VILLAGE so that the motoring public may travel in a normal traffic pattern, although punch list items remain to be completed.
21. County Indemnification. The COUNTY agrees to indemnify, defend, and hold harmless the VILLAGE, its elected officials, its duly appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the actions of the COUNTY as provided by Illinois Law.
22. Village Indemnification. The VILLAGE agrees to indemnify, defend, and hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the actions of the VILLAGE as provided by Illinois Law.
23. No Limitation on Authority. It is mutually agreed by and between the PARTIES that nothing contained in this agreement is intended nor shall be construed in any manner or form to limit the power or authority of the COUNTY or the Director of Transportation/County Engineer to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any COUNTY Highway as best determined and provided by law.

24. No Partnerships. It is mutually agreed by and between the PARTIES that nothing contained in this agreement is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of co-partners between the PARTIES, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of the COUNTY for any purpose, or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under this agreement.
25. Severability. It is mutually agreed by and between the PARTIES that the provisions of this agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this agreement.
26. Entire Agreement. It is mutually agreed by and between the PARTIES that the agreement of the PARTIES is contained herein, and that this agreement supersedes all oral agreements and negotiations between the PARTIES relating to the subject matter hereof as well as any previous agreements presently in effect between the PARTIES relating to the subject matter hereof.
27. Modifications. It is mutually agreed by and between the PARTIES that any alterations, amendments deletions, or waivers of any provision of this agreement shall be valid only when expressed in writing and duly executed by the PARTIES.
28. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the PARTIES, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.
29. Notice. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the PARTIES as follow:

MCHENRY COUNTY DIVISION OF TRANSPORTATION  
16111 Nelson Road  
Woodstock, Illinois 60098  
Attention: Mr. Joseph R. Korpalski, Jr., P.E.  
Director of Transportation/County Engineer

VILLAGE OF ALGONQUIN  
2200 Harnish Drive  
Algonquin, IL 60102-5995  
Attention: Mr. Tim Schloneger  
Village Manager

30. Choice of Venue. The terms of this agreement will be construed in accordance with the laws of Illinois. The PARTIES agree that the venue for any dispute arising under the terms of this agreement shall be the Twenty-second Judicial Circuit, McHenry County, Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.
31. Signatories. Each person signing below on behalf of one of the PARTIES hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign this agreement on behalf of their party.

**IN WITNESS WHEREOF**, the PARTIES have executed this agreement on the dates indicated.

ATTEST:

VILLAGE OF ALGONQUIN

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Jerry Kautz, Clerk  
Village of Algonquin

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John Schmitt, President  
Village of Algonquin

ATTEST:

COUNTY OF McHENRY

---

Mary E. McClellan, Clerk  
McHenry County

---

Jack Franks, Chairperson  
McHenry County Board

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

**McHenry County**  
**Division of Transportation**

Route	FAP336 Randall Road
County	McHenry
Local Agency	Village of Algonquin
Section	06-00329-01-PW

## Exhibit A - Statement of Completed Work

Statement No. 00 From                      to                       
 Name Village of Algonquin  
 Address 2200 Harnish Drive; Algonquin, Illinois 60102

Item #	Pay Item Number	Items	Initial*		Added	Deducted	Completed		
			Quantity	Values	Quantity	Quantity	Quantity	Unit Price	Values
10 % Participation Items									
	20100110	TREE REMOV 6-15	273.0	\$2,320.50				\$8.50	
	20100210	TREE REMOV OVER 15	261.0	\$2,583.90				\$9.90	
	20100500	TREE REMOV ACRES	1.5	\$5,250.00				\$3,500.00	
	20101000	TEMPORARY FENCE	1,312.0	\$4,592.00				\$3.50	
	20200100	EARTH EXCAVATION	14,562.0	\$345,847.50				\$23.75	
	20201200	REM & DISP UNS MATL	2,571.0	\$61,061.25				\$23.75	
	20700220	POROUS GRAN EMBANK	127.0	\$8,255.00				\$65.00	
	20800150	TRENCH BACKFILL	405.0	\$8,100.00				\$20.00	
	25100630	EROSION CONTR BLANKET	5,038.0	\$6,549.40				\$1.30	
	25100635	HD EROS CONTR BLANKET	1,854.0	\$2,595.60				\$1.40	
	28000250	TEMP EROS CONTR SEED	144.0	\$144.00				\$1.00	
	28000400	PERIMETER EROS BAR	2,909.0	\$8,727.00				\$3.00	
	28000510	INLET FILTERS	2.0	\$240.00				\$120.00	
	28100105	STONE RIPRAP CL A3	39.0	\$2,340.00				\$60.00	
	28200200	FILTER FABRIC	39.0	\$234.00				\$6.00	
	35101600	AGG BASE CSE B 4	125.0	\$1,375.00				\$11.00	
	35101800	AGG BASE CSE B 6	3,424.0	\$44,512.00				\$13.00	
	35102100	AGG BASE CSE B 9	17.0	\$1,632.00				\$96.00	
	35501316	HMA BASE CSE 8	44.0	\$2,068.00				\$47.00	
	40600290	BIT MATLS TACK CT	30.0	\$0.30				\$0.01	
	40603335	HMA SC D N50	575.0	\$56,925.00				\$99.00	
	42300400	PCC DRIVEWAY PAVT 8	29.0	\$1,624.00				\$56.00	
	42400200	PC CONC SIDEWALK 5	1,117.0	\$6,702.00				\$6.00	
	44000200	DRIVE PAVEMENT REM	58.0	\$609.00				\$10.50	
	44000500	COMB CURB GUTTER REM	66.0	\$330.00				\$5.00	
	44000600	SIDEWALK REM	2,743.0	\$4,114.50				\$1.50	
	48101610	AGGREGATE SHLDS B 9	24.0	\$2,640.00				\$110.00	
	50200100	STRUCTURE EXCAVATION	3,423.0	\$136,920.00				\$40.00	
	50300225	CONC STRUCT	352.8	\$291,060.00				\$825.00	
	50300285	FORM LINER TEX SURF	4,946.0	\$43,277.50				\$8.75	
	50500505	STUD SHEAR CONNECTORS	853.0	\$17,060.00				\$20.00	
	50800205	REINF BARS, EPOXY CTD	50,750.0	\$66,482.50				\$1.31	
	52200020	TEMP SOIL RETEN SYSTM	1,120.0	\$11.20				\$0.01	
	52200105	FUR SOLDIER PILES WS	2,424.0	\$218,160.00				\$90.00	
	52200200	DRILL SET SLD PI SOIL	17,136.0	\$222,768.00				\$13.00	
	52200250	UNTREATED TIMBER LAG	5,863.0	\$41,041.00				\$7.00	
	52200800	SEG CONC BLOCK WALL	314.0	\$18,840.00				\$60.00	
	54003000	CONC BOX CUL	122.5	\$122,500.00				\$1,000.00	
	54213660	PRC FLAR END SEC 15	1.0	\$800.00				\$800.00	
	54214509	PRC FL END S EQ RS 24	4.0	\$5,800.00				\$1,450.00	
	550A0050	STORM SEW CL A 1 12	11.0	\$737.00				\$67.00	
	550A0340	STORM SEW CL A 2 12	34.0	\$2,278.00				\$67.00	
	550A0360	STORM SEW CL A 2 15	55.0	\$3,850.00				\$70.00	
	550A0640	STORM SEW CL A 3 12	264.0	\$19,800.00				\$75.00	
	550A0960	STORM SEW CL A 4 15	227.0	\$24,970.00				\$110.00	
	59100100	GEOCOMPOSITE WALL DR	1,257.0	\$23,883.00				\$19.00	
	60602800	CONC GUTTER TB	672.0	\$21,033.60				\$31.30	
	60603800	COMB CC&G TB6.12	65.5	\$1,336.20				\$20.40	
	60609800	COMB CC&G TM6.18	277.0	\$9,279.50				\$33.50	
	80400100	ELECT SERV INSTALL	1.0	\$652.10				\$652.10	
	80400200	ELECT UTIL SERV CONN	0.1	\$180.00				\$2,000.00	
	81200100	CON EMB STR 1 GALVS	1,727.0	\$15,197.60				\$8.80	
Sub Total 10% Items				\$1,889,289.15			Sub Total 10% Items		

**McHenry County**  
**Division of Transportation**

Route FAP336 Randall Road

County McHenryAgency Village of Algonquin

Section 06-00329-01-PW

## Exhibit A - Statement of Completed Work

Statement No. 00 From                      to                     

Name Village of Algonquin

Address 2200 Harnish Drive; Algonquin, Illinois 60102

[illegible]







# McHenry County

## Division of Transportation

Route FAP336 Randall Road

County McHenry

Agency Village of Algonquin

Section 06-00329-01-PW

**Exhibit A - Statement of Completed Work**

Statement No. 00 From to

Name Village of Algonquin

Address 2200 Harnish Drive; Algonquin, Illinois 60102

Item #	Pay Item Number	Items	Initial		Added	Deducted	Completed		
			Quantity	Values	Quantity	Quantity	Quantity	Unit Price	Values
60% Participation Items									
	20200100	EARTH EXCAVATION	1,284.0	\$30,495.00				\$23.75	
	20700220	POROUS GRAN EMBANK	4.0	\$260.00				\$65.00	
	50200100	STRUCTURE EXCAVATION	906.0	\$36,240.00				\$40.00	
	50800205	REINF BARS, EPOXY CTD	3,660.0	\$4,794.60				\$1.31	
	52200020	TEMP SOIL RETEN SYSTM	866.0	\$8.66				\$0.01	
	52200600	GEOTEX RETAIN WALL	110.0	\$9,350.00				\$85.00	
	54003000	CONC BOX CUL	21.0	\$21,000.00				\$1,000.00	
	54011004	PCBC 10X4	119.0	\$107,100.00				\$900.00	
	XX005963	ANTI-GRAFFITI COATING	121.0	\$254.10				\$2.10	
				Initial Values					Completed
		100% Value of 50% Participation Items		\$209,502.36			100% Value of 50% Participation Items		
		County Amount	40%	\$83,800.94			County Amount	40%	
		Village Amount	60%	\$125,701.42			Village Amount	60%	
100% Participation Items									
	20200100	EARTH EXCAVATION	17.0	\$403.75				\$23.75	
	20201200	REM & DISP UNS MATL	52.0	\$1,235.00				\$23.75	
	25100630	EROSION CONTR BLANKET	929.0	\$1,207.70				\$1.30	
	35101800	AGG BASE CSE B 6	605.0	\$7,865.00				\$13.00	
	35200500	CEMENT	4,491.0	\$28,966.95				\$6.45	
	35501316	HMA BASE CSE 8	41.0	\$1,927.00				\$47.00	
	40603080	HMA BC IL-19.0 N50	908.0	\$74,456.00				\$82.00	
	40603335	HMA SC D N50	938.0	\$92,862.00				\$99.00	
	42001300	PROTECTIVE COAT	649.0	\$6.49				\$0.01	
	42300400	PCC DRIVEWAY PAVT 8	896.0	\$50,176.00				\$56.00	
	42400200	PC CONC SIDEWALK 5	2,000.0	\$12,000.00				\$6.00	
	44000200	DRIVE PAVEMENT REM	972.0	\$10,206.00				\$10.50	
	44000500	COMB CURB GUTTER REM	1,762.0	\$8,810.00				\$5.00	
	44000600	SIDEWALK REM	2,000.0	\$3,000.00				\$1.50	
	56103000	D I WATER MAIN 6	30.0	\$2,700.00				\$90.00	
	56103100	D I WATER MAIN 8	157.0	\$14,915.00				\$95.00	
	56103200	D I WATER MAIN 10	533.0	\$58,630.00				\$110.00	
	56103300	D I WATER MAIN 12	1,111.0	\$138,875.00				\$125.00	
	56105000	WATER VALVES 8	2.0	\$4,000.00				\$2,000.00	
	56105100	WATER VALVES 10	1.0	\$2,500.00				\$2,500.00	
	56105200	WATER VALVES 12	5.0	\$15,000.00				\$3,000.00	
	56106400	ADJ WATER MAIN 8	100.0	\$20,000.00				\$200.00	
	56106500	ADJ WATER MAIN 10	100.0	\$25,000.00				\$250.00	
	56106610	ADJ WATER MAIN 14	250.0	\$93,750.00				\$375.00	
	56400300	FIRE HYDNTS TO BE ADJ	1.0	\$900.00				\$900.00	
	56400500	FIRE HYDNTS TO BE REM	6.0	\$10,800.00				\$1,800.00	
	56400820	FIRE HYD W/AUX V & VB	7.0	\$42,000.00				\$6,000.00	
	56500600	DOM WAT SER BOX ADJ	3.0	\$1,350.00				\$450.00	
	60204805	CB TA 5 DIA T11F&G	3.0	\$11,100.00				\$3,700.00	
	60207605	CB TC T8G	1.0	\$1,900.00				\$1,900.00	
	60248700	VV TA 4 DIA T1F CL	1.0	\$2,500.00				\$2,500.00	
	60248900	VV TA 5 DIA T1F CL	10.0	\$32,000.00				\$3,200.00	
	60265700	VV ADJUST	8.0	\$5,400.00				\$675.00	
	60266600	VALVE BOX ADJ	2.0	\$650.00				\$325.00	
Subtotal 100% Items				\$777,091.89			Subtotal 100% Items		



# McHenry County

## Division of Transportation

Route FAP336 Randall Road

County McHenry

Agency Village of Algonquin

Section 06-00329-01-PW

**Exhibit A - Statement of Completed Work**

Statement No. 00 From to

Name Village of Algonquin

Address 2200 Harnish Drive; Algonquin, Illinois 60102

Item #	Pay Item Number	Items	Initial		Added	Deducted	Completed		
			Quantity	Values	Quantity	Quantity	Quantity	Unit Price	Values
100% Participation Items - Continued			\$777,091.89		Totals from previous page				
	60603800	COMB CC&G TB6.12	3,430.0	\$69,972.00				\$20.40	
	60619600	CONC MED TSB6.12	428.0	\$4,708.00				\$11.00	
	70300220	TEMP PVT MK LINE 4	24,124.0	\$4,824.80				\$0.20	
	70300240	TEMP PVT MK LINE 6	448.0	\$116.48				\$0.26	
	70300280	TEMP PVT MK LINE 24	20.0	\$30.00				\$1.50	
	70300550	PAVT MARK TAPE T3 8	336.0	\$621.60				\$1.85	
	70300570	PAVT MARK TAPE T3 24	94.0	\$479.40				\$5.10	
	78004100	PREF PL PM TC LTR-SYM	259.0	\$4,921.00				\$19.00	
	78004110	PREF PL PM TC LINE 4	1,460.0	\$4,672.00				\$3.20	
	78004130	PREF PL PM TC LINE 6	900.0	\$4,302.00				\$4.78	
	78004150	PREF PL PM TC LINE 12	170.0	\$1,623.50				\$9.55	
	78004180	PREF PL PM TC LINE 24	115.0	\$2,185.00				\$19.00	
	80400100	ELECT SERV INSTALL	2.0	\$1,304.20				\$652.10	
	80400200	ELECT UTIL SERV CONN	0.2	\$360.00				\$2,000.00	
	81028200	UNDRGRD C GALVS 2	349.0	\$4,083.30				\$11.70	
	81028220	UNDRGRD C GALVS 3	92.0	\$3,146.40				\$34.20	
	81028240	UNDRGRD C GALVS 4	348.0	\$13,746.00				\$39.50	
	81603037	UD 2#6#6G XLPUSE 1.25	2,272.0	\$17,494.40				\$7.70	
	82500350	LT CONT BASEM 240V100	2.0	\$21,035.40				\$10,517.70	
	83007500	LT P A 35MH 12MA	12.0	\$25,113.60				\$2,092.80	
	X0327241	STL CAS P TR 24	200.0	\$30,000.00				\$150.00	
	X0327651	WAT MN IN CASING 12	200.0	\$25,000.00				\$125.00	
	X0327769	INSERTION VALVES 10	2.0	\$19,400.00				\$9,700.00	
	X0327979	PAVMT MRKG REM GRIND	565.0	\$452.00				\$0.80	
	X4022000	TEMP ACCESS- COM ENT	13.0	\$19,045.91				\$1,465.07	
	X5610012	CAP EXIST WATER MAIN	3.0	\$2,700.00				\$900.00	
	X5610706	WATER MAIN REMOV 6	8.0	\$120.00				\$15.00	
	X5610708	WATER MAIN REMOV 8	151.0	\$2,416.00				\$16.00	
	X5610710	WATER MAIN REMOV 10	668.0	\$11,356.00				\$17.00	
	X5610712	WATER MAIN REMOV 12	1,446.0	\$26,028.00				\$18.00	
	X5630708	CONN TO EX W MAIN 8	4.0	\$9,600.00				\$2,400.00	
	X5630712	CONN TO EX W MAIN 12	5.0	\$12,000.00				\$2,400.00	
	X6026622	VV REMOVED	9.0	\$3,600.00				\$400.00	
	X7830060	GRV RCSD PM LTR & SYM	259.0	\$1,295.00				\$5.00	
	X7830070	GRV RCSD PVT MRKG 5	1,460.0	\$730.00				\$0.50	
	X7830074	GRV RCSD PVT MRKG 7	900.0	\$675.00				\$0.75	
	X7830078	GRV RCSD PVT MRKG 13	170.0	\$314.50				\$1.85	
	X7830090	GRV RCSD PVT MRKG 25	115.0	\$575.00				\$5.00	
	XX009235	BASE STABILIZATION 10	8,314.0	\$51,463.66				\$6.19	
	XX009238	INSERTION VALVE 12	1.0	\$10,000.00				\$10,000.00	
		CONSTRUCTION ENGINEERING	2.50%	\$130,130.03				\$5,205,201.00	
				Initial					Completed
		100% Participation Total, Village Amount		\$1,318,732.07	100% Participation Total, Village Amount				
		Village Amount Summary		Initial Value					Completed
		10% Participation Items Total		\$312,593.08			10% Participation Items Total		
		20% Participation Items Total		\$46,162.90			20% Participation Items Total		
		25% Participation Items Total		\$49,528.75			25% Participation Items Total		
		50% Participation Items Total		\$261,350.41			50% Participation Items Total		
		60% Participation Items Total		\$125,701.42			60% Participation Items Total		
		100% Participation Items Total		\$1,318,732.07			100% Participation Items Total		
		Accumulative Awarded Value		\$4,751,532.75			Accum. Completed Value		
Village Amount - Total				\$2,114,068.62			Village Amount - Total		

Total Miscellaneous Extras and Credits	
Total Value of Completed Work	

Total Value of Completed Work (Brought Forward) 

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Total Miscellaneous Debits	
Net Statement Amount	

10/25/2018  
Date

**EXHIBIT B**  
**STORMWATER DISCHARGE AND DETENTION EASEMENT**

THIS STORMWATER DISCHARGE AND DETENTION EASEMENT is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the Village of Algonquin, a municipal corporation of the State of Illinois, hereinafter referred to as the “Village,” for the benefit of the County of McHenry, a body politic and corporate of the State of Illinois, hereinafter referred to as the “County.”

**RECITALS:**

WHEREAS, the County and the Village, in order to facilitate the free flow of traffic, ensure safety to the motoring public, and improve capacity along the Algonquin and Randall Road corridors, desire to improve Algonquin Road and Randall Road within the Village and the Village of Lake in the Hills; and

WHEREAS, Algonquin Road and Randall Road are under the jurisdiction of the County; and

WHEREAS, the Village owns the vacant parcel of real property located on the east side of Randall Road south of Huntington Drive and legally described on Exhibit A, attached hereto and incorporated herein by this reference, (the “Village Property”); and

WHEREAS, the County and the Village entered into an Intergovernmental Agreement entitled “Intergovernmental Agreement between the Village of Algonquin and the County of McHenry with Respect to the Reimbursement of Village of Algonquin Costs for the Randall Road Project” wherein the Village agrees to detain the Randall Road storm water runoff on the Village Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Village hereby agrees as follows:

1. Recitals. The foregoing recitals are hereby incorporated and made part of this easement as though fully set forth herein.
2. Grant of Easement. The Village grants to the County a perpetual, non-exclusive easement (the “Easement”) in, to, through, and over the Village Property for the discharge and detention of Randall Road storm water runoff into the Village Property, storm water detention, and/or retention facilities with sufficient capacity to accept and properly handle 2.0 acre-feet of Randall Road storm water runoff.
3. Maintenance. At all times, the Village or its successor in interest to the Village Property shall maintain the Village Property, storm water detention, and/or retention facilities with sufficient capacity to accept and properly handle 2.0 acre-feet of Randall Road storm water runoff in compliance with any and all state, federal, county, or local statutes, ordinances, laws, regulations, rules or similar enactments. All costs of construction, maintenance and similar activities required

shall be at the Village's sole cost and expense or its respective successor in interest.

4. Inurement. The benefits and burdens of this Easement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns. The rights and obligations set forth in this Easement are intended to run with the land and be perpetual in duration.

5. No Limitation on Authority. It is mutually agreed by and between the PARTIES that nothing contained in this agreement is intended nor shall be construed in any manner or form to limit the power or authority of the COUNTY or the Director of Transportation/County Engineer to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any COUNTY Highway as best determined and provided by law.

6. No Partnerships. It is mutually agreed by and between the PARTIES that nothing contained in this agreement is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of co-partners between the PARTIES, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of the COUNTY for any purpose, or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under this agreement.

7. Severability. Whenever possible, each provision of this Easement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Easement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Easement.

8. Modifications. It is mutually agreed by and between the PARTIES that any alterations, amendments deletions, or waivers of any provision of this agreement shall be valid only when expressed in writing and duly executed by the PARTIES.

9. Notice. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the PARTIES as follow:

MCHENRY COUNTY DIVISION OF TRANSPORTATION  
16111 Nelson Road  
Woodstock, Illinois 60098  
Attention: Mr. Joseph R. Korpalski, Jr., P.E.  
Director of Transportation/County Engineer

VILLAGE OF ALGONQUIN  
2200 Harnish Drive  
Algonquin, IL 60102-5995  
Attention: Mr. Tim Schloneger  
Village Manager

10. Choice of Venue. The terms of this agreement will be construed in accordance with the laws

of Illinois. The PARTIES agree that the venue for any dispute arising under the terms of this agreement shall be the Twenty-second Judicial Circuit, McHenry County, Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.

11. Signatories. Each person signing below on behalf of one of the PARTIES hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign this agreement on behalf of their party.

12. Paragraph Headings. Paragraph headings are included for reference purposes only and do not constitute part of this Agreement.

13. Waiver. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Easement. Any remedy or election under this Easement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

ATTEST:

VILLAGE OF ALGONQUIN

---

Jerry Kautz, Clerk  
Village of Algonquin

---

John Schmitt, President  
Village of Algonquin

STATE OF ILLINOIS            )  
  )       SS.  
COUNTY OF McHENRY        )

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that Jerry Kautz and John Schmitt, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act pursuant to authority granted to them, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

Prepared by and mail recorded copy to:

Patrick D. Kenneally, McHenry County State's Attorney  
Brandy S. Quance, Assistant State's Attorney  
McHenry County Government Center  
2200 North Seminary Avenue  
Woodstock, Illinois 60098



**EXHIBIT A TO STORMWATER DISCHARGE AND DETENTION EASEMENT  
LEGAL DESCRIPTION**

That part of the Northwest Quarter of Section 32, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

Commencing at the northwest corner of Lot 7 in Rosen Rosen Rosen Subdivision according to the plat thereof recorded July 26, 2001 as document number 2001R0052702; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 64 degrees 39 minutes 47 seconds East along a northwesterly line of Lot 7 in said Rosen Rosen Rosen Subdivision, a distance of 11.32 feet to the east right of way line of Randall Road recorded July 30, 2008 as document number 2008R0041811 and the point of beginning; thence North 2 degrees 40 minutes 02 seconds East along the said east right of way line of Randall Road, a distance of 79.75 feet (79.67 feet, recorded) to an angle point on said east right of way line; thence North 87 degrees 19 minutes 58 seconds West, a distance of 10.00 feet to the east right of way line of Randall Road recorded May 20, 1971 as document number 543019; thence North 2 degrees 40 minutes 02 seconds East along the said east right of way line of Randall Road, a distance of 1,045.02 feet to the north line of the Grantor according to Warranty Deed recorded May 10, 2012 as document number 2012R0020695; thence South 89 degrees 35 minutes 06 seconds East along the north line of the Grantor according to said Warranty Deed, a distance of 247.07 feet; thence southerly 278.07 feet along a curve to the right having a radius of 17,554.52 feet, the chord of said curve bears South 2 degrees 20 minutes 29 seconds West, 278.07 feet to a point of tangency; thence South 2 degrees 47 minutes 42 seconds West, a distance of 9.29 feet; thence North 87 degrees 20 minutes 51 seconds West, a distance of 233.00 feet; thence South 2 degrees 47 minutes 42 seconds West, a distance of 345.20 feet; thence South 87 degrees 12 minutes 18 seconds East, a distance of 8.00 feet; thence South 2 degrees 47 minutes 42 seconds West, a distance of 40.00 feet; thence North 87 degrees 12 minutes 18 seconds West, a distance of 8.00 feet; thence South 2 degrees 47 minutes 42 seconds West, a distance of 459.97 feet to the southeasterly line of the Grantor according to said Warranty Deed, being also a northwesterly line of Lot 7 in said Rosen Rosen Rosen Subdivision; thence South 64 degrees 39 minutes 47 seconds West along a southeasterly line of the Grantor according to said Warranty Deed, being also a northwesterly line of Lot 7 in said Rosen Rosen Rosen Subdivision, a distance of 4.03 feet to the point of beginning.

Said parcel containing 1.880 acres, more or less.

**EXCEPTING THEREFROM:**

That part of the Northwest Quarter of Section 32, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

Commencing at the northwest corner of Lot 7 in Rosen Rosen Rosen Subdivision according to the plat thereof recorded July 26, 2001 as document number 2001R0052702; thence on an Illinois

Coordinate System NAD 83(2011) East Zone bearing of North 64 degrees 39 minutes 47 seconds East along a northwesterly line of Lot 7 in said Rosen Rosen Rosen Subdivision, a distance of 11.32 feet to the former east right of way line of Randall Road recorded July 30, 2008 as document number 2008R0041811; thence North 2 degrees 40 minutes 02 seconds East along the said former east right of way line of Randall Road, a distance of 79.75 feet (79.67 feet, recorded) to an angle point on said former east right of way line; thence North 87 degrees 19 minutes 58 seconds West, a distance of 10.00 feet to the former east right of way line of Randall Road recorded May 20, 1971 as document number 543019; thence North 2 degrees 40 minutes 02 seconds East along the said former east right of way line of Randall Road, a distance of 1,045.02 feet to the north line of Warranty Deed recorded September 19, 2016 as document number 2016R0035593; thence South 89 degrees 35 minutes 06 seconds East along the north line of said Warranty Deed, a distance of 27.00 feet to a point on the north right of way line of Randall Road recorded April 26, 2016 as document number 2016R0013499 and the point of beginning; thence continuing South 89 degrees 35 minutes 06 seconds East along the north line of said Warranty Deed, being also the said north right of way line of Randall Road, a distance of 220.07 feet to an east right of way line of Randall Road recorded April 26, 2016 as document number 2016R0013499; thence southerly 278.07 feet along the said east right of way line of Randall Road on a curve to the right having a radius of 17,554.52 feet, the chord of said curve bears South 2 degrees 20 minutes 29 seconds West, 278.07 feet to a point of tangency on said east right of way line; thence South 2 degrees 47 minutes 42 seconds West along the said east right of way line of Randall Road, a distance of 9.29 feet to the south right of way line of Randall Road recorded April 26, 2016 as document number 2016R0013499; thence North 87 degrees 20 minutes 51 seconds West along the said south right of way line of Randall Road, a distance of 233.00 feet to an east right of way line of Randall Road recorded April 26, 2016 as document number 2016R0013499; thence North 5 degrees 02 minutes 13 seconds East, a distance of 279.01 feet to the point of beginning.

Said parcel containing 1.474 acres, more or less.

Property located on the east side of Randall Road between Harnish Drive and Huntington Drive, Algonquin, Illinois.

## **Exhibit C**

### **RANDALL ROAD PROJECT LANDSCAPING MAINTENANCE SPECIFICATIONS**

1. Maintenance Term: The specified weekly site maintenance services are to be performed between April 15 and November 15 during each calendar year.
2. Working Hours: All operations involving powered equipment shall be performed between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday.
3. Equipment and Vehicles: Mowing equipment shall be maintained in good condition with blades sharpened to ensure a neat, clean cut. Equipment shall not be refueled or otherwise maintained in grassy areas. Equipment shall be moved to a hard surface for servicing and any spills cleaned up immediately. All guards, shields, and safety mechanisms must be in place and utilized to protect workers and the public. Mowing/trimming must be performed in a manner that any debris is thrown away from nearby persons or property. Grass clippings or debris will not be discharged on to private property.
4. Definition: "Responsible Party" shall refer to the contractor or Village performing the actual work or having the work performed on its behalf.

### **Description of Services**

The Responsible Party shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance is performed in a manner that will maintain a healthy, clean, and professionally landscaped appearance.

### **General Requirements**

- a. Mowing shall be provided for each area unless it is determined by the Villages that mowing is not necessary, i.e., during extreme dry periods.
- b. All mowing equipment used shall be equipped with stone deflector shields. All areas shall be cleared of debris and litter prior to mowing. No litter of any type shall be mowed so as to detract from the site. Additionally, litter shall be removed from landscaped areas during each mowing. The Responsible Party must clean up the site again if any debris is hit or created by mowers. Litter, light branches, and twigs shall be removed and legally disposed of.
- c. The Responsible Party shall not damage the site with equipment, such as scalping, gouging, tire damage (from turning or creating ruts in wet soil), damage to landscaping or other site amenities. The Responsible Party shall immediately cause repair of any damages caused as a result of performing work.

- d. All grass clipping or landscape debris shall be removed (swept or blown) from all adjacent or surrounding paved areas, i.e., sidewalks, bike paths, asphalt areas, drainage structures, flared end sections, etc., during or after mowing and trimming. The Responsible Party shall not discharge, windrow, or leave grass clippings in, on, or around mulched landscape areas, individual trees, bodies of water, or other non-lawn areas.
- e. Grass and weeds shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, boulders, and other fixed objects or obstacles. Trimming height shall match surrounding area grass heights and shall be trimmed concurrent with mowing. Repairs of damage to any item by the action of string trimming will be the responsibility of the Responsible Party performing the work. Plants whose health is most likely compromised by string trimming activities will be replaced, in kind, by the Responsible Party performing the service, within seven (7) days, or at an appropriate planting time as determined by the Villages.
- f. Extra caution shall be implemented when mowing on roadways, berms, and rights-of-way to eliminate and prevent damages to county-owned right-of-way features (signs, delineators, etc.). Right-of-way feature damages resulting from mowing and trimming activities shall be repaired, to match pre-existing conditions, by the Responsible Party performing the work, at its expense.
- g. The Responsible Party will be responsible for providing any and all work zone safety and traffic control devices. Traffic control safety shall comply with the Manual on Uniform Traffic Control Devices, latest edition.

#### **Fine Mowing**

- a. All turf areas will be mowed evenly to maintain a height of two and one half to three (2.5 to 3) inches. This shall be interpreted to mean weekly maintenance, except in those weeks where service is cancelled due to lack of growth. Grass must be cut evenly so that no ridges remain in the finished cut. Grass clippings will not need to be picked up provided mowing practices do not create excessive clippings. Should excessive clippings be present they shall be removed from the site at no additional cost. Excessive clippings shall be defined as grass clippings that rest on the surface of newly mown turf, causing the formation of matting or bunching of clippings.
- b. Complete edging of the grass adjacent to all sidewalks, curbs, or other asphalt or concrete surfaces shall be performed during the months of May, July, and September.

#### **Fall Clean Up**

- a. The Responsible Party will be responsible for removing all accumulated leaves from the medians and hauling them off site for proper disposal. This work shall commence on the first work day in October and continue through the last work day in November. Work shall be performed weekly during the eight (8) week time period.

#### **Spring Clean Up/Bed Preparation**

- a. The Responsible Party will be responsible for raking and policing grounds in the spring to remove debris, branches, and other items that have accumulated on the lawn areas throughout the winter. This work shall be accomplished prior to the first lawn mowing of the year.

- b. Ground covers and perennial planter areas will be cleaned of debris in early spring. Ornamental grasses and perennial plants shall be cut to crown level at this time as well. Applicable perennials shall be trimmed and removed at the plant crown in the fall.
- c. If any, only premium shredded hard wood mulch shall be installed. It shall be placed in all landscaped areas within the first two weeks of the mowing season. Individual trees with existing mulch rings shall receive this mulch as well. Tree mulch rings will be maintained at a minimum diameter of four feet. Mulched areas shall receive no more or less than two inches of mulch. Mulched areas shall not be greater than six (6) inches higher than the existing site grade. Mulch shall not be placed against the trunks or stems of any woody plant (no volcano mulching).

### **Bed Maintenance**

- a. Shrubs, ornamental trees, and other plants (not deciduous shade trees) shall be maintained according to industry standards. They shall be pruned as required to maintain natural growth characteristics. Shrubs and plants shall be trimmed and pruned to enhance the beauty and health of the plant. Hedges shall be maintained to their natural height and shape. Ground covers to be trimmed two (2) times per season.
- b. Deciduous and flowering shrubs shall be properly pruned and thinned immediately after the blossoms have cured, with top pruning restricted to shaping the terminal growth, removal of interfering branches and control of the height of the plant.
- c. Hedges, both evergreen and deciduous, shall be trimmed (sheared) two (2) times per season during the months of June and August.
- d. It shall be required that anyone performing the Responsible Party's work on its behalf shall notify the Villages of suspected or observed insect infestations when the observation is first noticed.
- e. Landscaped beds and tree rings shall be kept weed free and be serviced not less than monthly. Service shall include clean up, weeding, and edging as needed. Bed-edging shall be done by hand or mechanical device and will provide an aesthetically pleasing, smooth, workmanlike edge. Care shall be taken not to damage tree and shrub root structures during edging process. Pre-emergent weed control may be used in some bed areas, but must be approved by the Villages.

### **Turf Weed Control/Fertilization**

- a. Fertilizer that supplies the major nutrients of nitrogen and potassium shall be utilized and dispensed in accordance with manufacturer's recommended application and dose rate for the specific turf type. Fertilizer and weed control shall be spread evenly using a drop spreader, broadcast spreader, and/or liquid sprayer. The following two (2) application schedules for fertilization and weed control shall be completed: **Spring (before May 15)** granular/liquid fertilizer and broadleaf weed control/post-emergent; **Early Fall (September)** granular/liquid fertilizer. Should standard fertilizer applications fail to produce appropriate results, as determined by the Villages, the responsible party shall have a soil analysis performed, and professional recommendations made for, and utilized in, the treatment of the turf. These costs shall be borne by the responsible party, and are incidental to the work. All fertilizers and weed control agents

shall be approved by the Villages.

#### **Core Aeration**

- a. a. Core aeration of the facilities will take place two (2) times per year; once during the week of April 15 and once during the week of September 1. Core aeration will be performed with equipment specifically designed for this task. Aeration shall be performed when the soil is moist and most optimum for pulling desirable cores. Core penetration shall be to a minimum depth of one and a half (1.5) inches. Coring shall be provided in two directions at each site, with the cores to remain on site to be disbursed by subsequent mowing activity. The contractor is responsible for identifying any and all ground based hazards, including utilities, as it relates to this work.

#### **Maintenance of Non-turf Areas**

- a. Paved areas including curb lines, culverts, aprons, entrance ways, fence rows, and the like shall be maintained free and clear of vegetative growth. This work shall typically be accomplished using a broad spectrum systemic herbicide, which must be approved by the Villages.
- b. Accumulated trash and debris shall be removed, and properly disposed, from these areas, as well as natural areas, tree lines, and any other site related area where debris accumulation would detract from the neat and clean appearance of the parcel.



# McHenry County

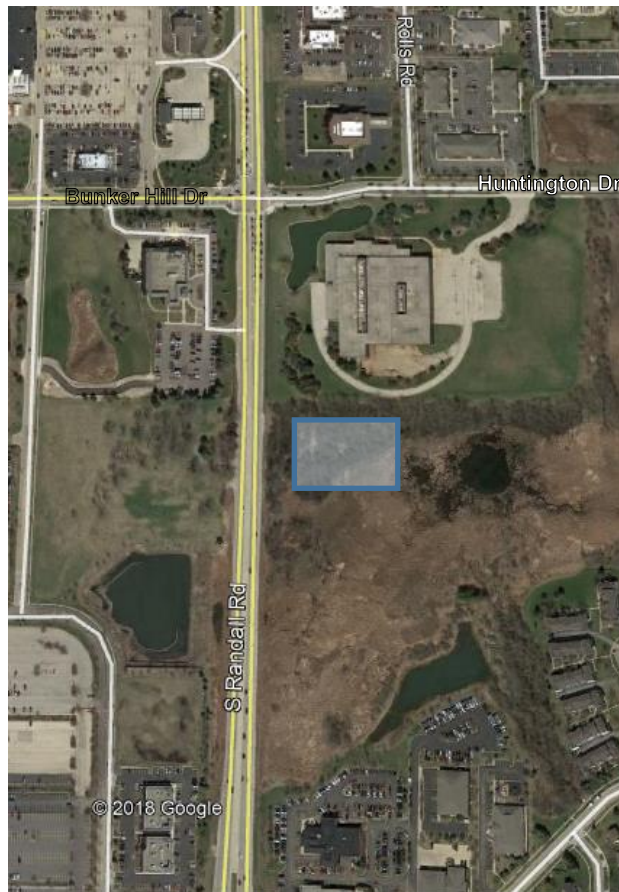
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## Division of Transportation

Joseph R. Korpalski, Jr., P.E.  
Director of Transportation/County Engineer

### Randall Road Intergovernmental Agreement between the Village of Algonquin and the County of McHenry

#### Exhibit D – Approximate Location of Property Dedication



## Exhibit D

That part of the Northwest Quarter of Section 32, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

Commencing at the northwest corner of Lot 7 in Rosen Rosen Rosen Subdivision according to the plat thereof recorded July 26, 2001 as document number 2001R0052702; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 64 degrees 39 minutes 47 seconds East along a northwesterly line of Lot 7 in said Rosen Rosen Rosen Subdivision, a distance of 11.32 feet to the east right of way line of Randall Road recorded July 30, 2008 as document number 2008R0041811 and the point of beginning; thence North 2 degrees 40 minutes 02 seconds East along the said east right of way line of Randall Road, a distance of 79.75 feet (79.67 feet, recorded) to an angle point on said east right of way line; thence North 87 degrees 19 minutes 58 seconds West, a distance of 10.00 feet to the east right of way line of Randall Road recorded May 20, 1971 as document number 543019; thence North 2 degrees 40 minutes 02 seconds East along the said east right of way line of Randall Road, a distance of 1,045.02 feet to the north line of the Grantor according to Warranty Deed recorded May 10, 2012 as document number 2012R0020695; thence South 89 degrees 35 minutes 06 seconds East along the north line of the Grantor according to said Warranty Deed, a distance of 247.07 feet; thence southerly 278.07 feet along a curve to the right having a radius of 17,554.52 feet, the chord of said curve bears South 2 degrees 20 minutes 29 seconds West, 278.07 feet to a point of tangency; thence South 2 degrees 47 minutes 42 seconds West, a distance of 9.29 feet; thence North 87 degrees 20 minutes 51 seconds West, a distance of 233.00 feet; thence South 2 degrees 47 minutes 42 seconds West, a distance of 345.20 feet; thence South 87 degrees 12 minutes 18 seconds East, a distance of 8.00 feet; thence South 2 degrees 47 minutes 42 seconds West, a distance of 40.00 feet; thence North 87 degrees 12 minutes 18 seconds West, a distance of 8.00 feet; thence South 2 degrees 47 minutes 42 seconds West, a distance of 459.97 feet to the southeasterly line of the Grantor according to said Warranty Deed, being also a northwesterly line of Lot 7 in said Rosen Rosen Rosen Subdivision; thence South 64 degrees 39 minutes 47 seconds West along a southeasterly line of the Grantor according to said Warranty Deed, being also a northwesterly line of Lot 7 in said Rosen Rosen Rosen Subdivision, a distance of 4.03 feet to the point of beginning.

Said parcel containing 1.880 acres, more or less.

### EXCEPTING THEREFROM:

That part of the Northwest Quarter of Section 32, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

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the north line of said Warranty Deed, a distance of 27.00 feet to a point on the north right of way line of Randall Road recorded April 26, 2016 as document number 2016R0013499 and the point of beginning; thence continuing South 89 degrees 35 minutes 06 seconds East along the north line of said Warranty Deed, being also the said north right of way line of Randall Road, a distance of 220.07 feet to an east right of way line of Randall Road recorded April 26, 2016 as document number 2016R0013499; thence southerly 278.07 feet along the said east right of way line of Randall Road on a curve to the right having a radius of 17,554.52 feet, the chord of said curve bears South 2 degrees 20 minutes 29 seconds West, 278.07 feet to a point of tangency on said east right of way line; thence South 2 degrees 47 minutes 42 seconds West along the said east right of way line of Randall Road, a distance of 9.29 feet to the south right of way line of Randall Road recorded April 26, 2016 as document number 2016R0013499; thence North 87 degrees 20 minutes 51 seconds West along the said south right of way line of Randall Road, a distance of 233.00 feet to an east right of way line of Randall Road recorded April 26, 2016 as document number 2016R0013499; thence North 5 degrees 02 minutes 13 seconds East, a distance of 279.01 feet to the point of beginning.

Said parcel containing 1.474 acres, more or less.

Property located on the east side of Randall Road between Harnish Drive and Huntington Drive, Algonquin, Illinois.



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

**– M E M O R A N D U M –**

DATE: Tuesday, December 4, 2018  
TO: Mr. Robert Mitchard, II  
FROM: Mr. Jason A. Meyer Chief Water Operator  
SUBJECT: *Letter of Recommendation – Construction Contract*  
*Well 5 Rehabilitation*

This memo is to advise you of the proposal recommendation on the Well 5 Rehabilitation project. You may recall this project was sent exclusively to Water Well Solutions as they are the Villages preferred and primary well rehabilitation contractor. As you are aware of the Village has a routine maintenance contract in which we already pulled the pump and performed the down hole inspection of the well. That inspection reported significant issues with the status of well 5. The Village has used that report to form the scope of services which includes but is not limited to: mobilization, removal of the 40hp hollow shaft motor, wash and bake the pump motor, windings inspection, replacement of the upper and lower bearings, reconditioning of the bowl assembly, reconditioning of column pipe, and testing. The well screen will also be rehabbed by having the plugging material removed via a double disk surge block with purge pump system.

<b>FIRM</b>	<b>Calc. Total</b>	<b>Matched</b>	<b>SECURITY</b>	<b>CERT</b>
Water Well Solutions	\$37,121.00			

Budget Information:

This project did not have and engineers estimate of cost, but comparing previous rehab project the cost is \$37,121.00 in order to cover the cost of the proposal it has been determined that all of the \$37,121.00 budgeted from account (700-44418). This decision has been made as Well 5 is a high priority installation and is currently not running due to rehabilitation need.

Recommendation

The Village has extensive experience with Water Well Solutions of Elburn, IL The contractor is very aware of the Villages requirements and operations. It is for those reasons and the analysis conducted that I recommend Water Well Solutions for award in the amount of \$37,121.00 for the subject project contract. Please confirm this recommendation so that I may prepare the award and contract.



November 30, 2018

Mr. Jason Meyer  
Chief Water Operator  
Village of Algonquin  
10 Meyer Dr.  
Algonquin, IL 60102

**RE: WELL NO. 5 WELL REHABILITATION & REPAIR PROPOSAL:**

Please see the Inspection report provided to the Village of Algonquin which details the condition of Well No. 5's pumping equipment and Well.

Based upon our evaluation and inspection of Well No. 5 we recommend the following repairs to be performed;

<b>Repair Costs- Equipment/Pump</b>				
	QTY	Unit	Unit Cost	Extended Total
Rubber inserts for spiders	12	Each	\$29.50	\$354.00
New Layne Bowler 500gpm, 3 stage bowl assembly	1	Each	\$5,300.00	\$5,300.00
Packing Box Bearing	1	EA	\$72.00	\$72.00
6"x10' column pipe section sand blast & Epoxy coat	10	Each	\$350.00	\$3,500.00
6"x5' column pipe section sand blast & Epoxy coat	2	Each	\$175.00	\$350.00
1-3/16"X10'X416SS W/L Lineshaft with Sleeves	10	Each	\$250.00	\$2,500.00
1-3/16"X5'X416SS W/L Lineshaft with Sleeves	2	Each	\$225.00	\$500.00
Trucking – Shipping of Materials to and from site	1	LS	\$2,500.00	\$2,500.00
Machinist; straighten shafts & clean, refurbish spiders and insert new rubber inserts, prep prelube	8	HRS	\$175.00	\$1,400.00
40Hp, 1800rpm Vertical Hollowshaft motor repairs included, wash & bake, winding inspection, replacement of upper and	1	LS	\$2,780.00	\$2,780.00
Refurbish Discharge head	1	LS	\$575.00	\$575.00
Oil for motor	1	LS	\$100.00	\$100.00
Miscellaneous install Items (tape, banding, chlorine tablets, etc)	1	LS	\$390.00	\$390.00
Our rehabilitation methodology and cost for the proposed rehabilitation is based on the investigational downhole television survey which identified significant blockage & plugging of the well screen. Rehabilitation of the Gravel Pack and Screen will be conducted Utilizing AirBurst Technology Water Well Rehabilitation Technology w/Purge Pump to Evacuate Dislodged Silts, Sediments and Biological Presences in Conjunction with Specialized Engineered Well Chemistry to Redevelop the Well Screen and to Remove Plugging Materials.	1	HR	\$15,500.00	\$15,500.00
Conduct Post Rehabilitation Water Well Rehabilitation TV Survey	1	LS	\$1,300.00	\$1,300.00
<b>Subtotal of Equipment repairs &amp; Well Rehabilitation</b>				<b>\$37,121.00</b>

If you have any questions, comments or concerns, please do not hesitate to contact me directly on my cell phone at (630) 201-0749 or at the office at (630) 369-9099.

Sincerely,

Todd E. Kerry  
Central Region Director of Wells  
**Suez - Water I Advanced Solutions**

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

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

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

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