

AGENDA  
COMMITTEE OF THE WHOLE  
March 10, 2020  
2200 Harnish Drive  
Village Board Room  
- AGENDA -  
7:30 P.M.

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

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chair prior to roll call.)*
3. **Community Development**
4. **General Administration**
  - A. Consider Amending Chapter 33, Liquor Control and Liquor Licenses
  - B. Algonquin Cemetery Cremation Garden Presentation
  - C. Consider a Side Letter Agreement with the Metropolitan Alliance of Police, Algonquin Civilian Chapter 183, to Modify Certain Workplace Rules and Policies
  - D. Consider Summer Concerts Special Events for the 2020 Season
  - E. Consider Amending Chapter 14, Dogs and Other Animals, of the Algonquin Municipal Code
  - F. Consider Amending the Investment Policy
  - G. Review Proposed 2020-2021 General Fund Budget
  - H. Review Proposed 2020-2021 Budget for the Following Funds:
    - Development Fund
    - Village Construction Fund
    - Downtown TIF Fund
    - Police Pension Fund
    - Debt Fund
5. **Public Works & Safety**
  - A. Consider an Intergovernmental Agreement with McHenry County Conservation District Regarding Improvements to be Constructed and Maintained Along and/or Serving the Prairie Trail
  - B. Consider an Agreement with Applied Ecological Services for the Design-Build Services for the Holder Park Detention naturalization Project
  - C. Consider a Resolution to Amend the MFT Material and Maintenance Funds for 2019
  - D. Consider a Resolution Allocating MFT Funds for the 2020 Material and Maintenance Expenditures
6. **Executive Session**
7. **Other Business**



**VILLAGE OF ALGONQUIN  
MEMORANDUM**

DATE: March 5, 2020

TO: Tim Schloneger  
Village Manager

FROM: Michelle Weber  
Executive Secretary

SUBJECT: Consider Amending Chapter 33

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In accordance with an ordinance passed in 2013, limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time, the attached proposed ordinance increases the number of available Class A Liquor Licenses by one. This change is the result of requests from:

- **Whiskey & Wine, LLC**, 103 S. Main Street, Algonquin; a new business to the downtown area has applied for a Class A Liquor License (alcohol for consumption on premise and permit the sale of alcohol in sealed cartons). At this time, the Village allows for 4 A Class Liquor Licenses. The business plans to open May 1, which at that time the license would go into effect.

Staff recommends increasing the number of Class A Liquor Licenses to 5 to accommodate the new business Whiskey & Wine, LLC. effective May 1, 2020.

mw

Attachment

**ORDINANCE NO. 2020 - O -**  
***An Ordinance Amending Chapter 33, Liquor Control***  
***and Liquor Licensing, of the Algonquin Municipal Code***

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

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

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

1. Five Class A licenses at any one time.

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

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

SECTION 4: This Ordinance shall be in full force and effect January 22, 2020, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

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

ATTEST: \_\_\_\_\_  
Village Clerk Gerald S. Kautz

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

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_



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

**– M E M O R A N D U M –**

DATE: March 6, 2020

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *Cemetery Columbarium Development - Policy Direction*

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Over the past months, staff has been researching options to accommodate a growing demand for cremated remains at the Algonquin Cemetery. The following outlines existing conditions, market trends, comparable benchmarks, and policy options available to the Village.

**Background**

The Village owns and operates a 9-acre municipal cemetery located at 990 Cary-Algonquin Road. There is a total of 6,365 platted burial spaces along with a mausoleum that contains 96 crypts. Of the 6,365 burial spaces, there are several that do not meet the necessary criteria to be sold due to existing site conditions such as landscaping, grade, etc. For purpose of this report, we are currently selling lots only in Block 8, and 9, and have a total of 526 available. The mausoleum currently has all crypts sold and are unavailable for future prospects.

The average annual number of burial spaces sold at the Algonquin Cemetery is five (5) and there is ample capacity to accommodate this or any growth for the foreseeable future.

As the Cemetery Fund is a true enterprise fund, theoretically, user fees from this facility should cover annual operating expenses. This is not the case with the Algonquin Cemetery. Rental income from a cellular tower on the property typically comprises 50 to 70 percent of annual revenues for this fund. Lots & Graves, Perpetual Care, and Interest Income are the primary revenues sources for the Cemetery. Grave Opening fees are generally a pass-through revenue that is eventually paid to a third-party service provider.

The annual operating expenses for this facility based on historic trends is approximately \$25,000 and includes landscaping maintenance, weed control, special cleanup, and liability insurance. Pass through costs for grave opening/closing are also included.

As of the date of this report, there is approximately \$350,000 of fund balance and perpetual care funds in the Cemetery Fund. These funds are intended for the perpetual care of this facility when revenue opportunities from lots and grave sales are exhausted. The present balance equates to 14 years of operation before it would be necessary to subsidize fully form the General Operating Fund.



### **Industry Trends**

Research from the National Funeral Directors Association (NFDA) and the Cremation Association of North America (CANA) both support the growing trend of cremation. The U.S cremation rate has grown from 29.6 percent in 2003 to 53.1 percent in 2018. Internationally, the growth rate and market share are much higher (Canada – 72.1 percent in 2018). One of the reasons for this is cost. According to NFDA, the average total costs of a burial are \$8,755 whereas average totals costs of a cremation are \$6,260, which is 28 percent less.

### **Alternatives**

An alternative to accommodate the growing demand appropriate spaces for cremated remains include the construction of a columbarium. The Village received a proposal to construct a columbarium which will include a total of 195 niches on the south end of the Algonquin Cemetery. Total costs of this construction are estimated at \$140,600, or a cost of \$721 per niche.

### **Pricing Strategy**

As a columbarium is more commonly available at private and parochial cemeteries, staff included these in its pricing analysis to determine an appropriate rate. Historically, a competition-oriented pricing model was followed to be at the 50 percent comparable level. Niche pricing is generally comparable to gravesite rates due to the necessary cost recovery of the initial columbarium construction. Additionally, as a columbarium is able to accommodate multiple niches by building vertical, this can be a very cost-effective alternative. The price ranges for niches vary due to the type of niche that is being purchased. A wall niche, with many niches, is generally less expensive than a pedestal niche, that is standalone and typically purchased for families. Below is brief summary of pricing findings:

| <b>Gravesite</b>         |                    |
|--------------------------|--------------------|
| Algonquin Gravesite (R)  | \$750              |
| Algonquin Gravesite (NR) | \$1,100            |
| Municipal Average        | \$1,275            |
| Parochial Average        | \$1,325 to \$6,000 |
| <b>Niches</b>            |                    |
| Parochial Single Niche   | \$1,850 to \$5,950 |
| Parochial Double Niche   | \$4,750 to \$7,650 |

Fees for the Algonquin Cemetery were last updated in 2012 and are behind market rates. As the Cemetery Fund is a true enterprise fund, its important to keep fees at a level to cover the relevant costs, within reason. In the cemetery's case, as there is minimal marginal cost to have more sites purchased and privately owned, it's in the Village's best interest to offer products that meet market demand and to build the perpetual care cash reserves to generate more investment income and eventually be used to provide for the future maintenance of this facility.

### **Budgetary Impact**

The majority of the current Cemetery Fund reserves (\$350,000) are restricted to perpetual care purposes and are not available to fund the columbarium construction. To fund the first phase of this construction, utilizing General Fund reserves (\$140,600) would be an appropriate action for a one-time capital expense. Due to the reserve levels and potential

return on investment period, it is recommended that this be a one-time transfer and not an interfund loan.

**Policy Direction**

If the Committee of the Whole supports the construction of the first phase of the columbarium utilizing existing General Fund balance (\$140,600) at their meeting, staff will make the appropriate modifications to the FY 20/21 budget and prepare an ordinance adjusting and adding cemetery fees to Chapter 16 of the Algonquin Municipal Code.

Staff will be available prior to and at the Committee of the Whole meeting on Tuesday.

C: Michelle Weber, Executive Secretary









*VILLAGE OF ALGONQUIN*  
MEMORANDUM

DATE: March 3, 2020

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, SPHR, IPMA-CP, PDS  
Human Resources Director

SUBJECT: Chapter 183 (MAP Civilian) Agreement

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With the January 1, 2020 State of Illinois approval of the Cannabis Regulation and Tax Act (CRTA) it became apparent we would need to modify some language in our civilian contract to comply with the new Act and our current drug-free workplace policy. As we are in mid-term contract, it is in the best interest of all parties to enter into a side agreement. I am requesting the Village Board review, approve, and subsequently authorize the Village Manager to sign and execute the attached draft agreement. As usual, please contact me if you have any other questions.

**A SIDE LETTER AGREEMENT IN RESPONSE TO PUBLIC ACT 101-0027 AND 101-0593, THE  
CANNABIS REGULATION AND TAX ACT ("CRTA")  
BETWEEN THE VILLAGE OF ALGONQUIN AND THE METROPOLITAN ALLIANCE OF POLICE,  
ALGONQUIN CIVILIANS, CHAPTER #183**

This SIDE LETTER AGREEMENT is entered into by and between the VILLAGE OF ALGONQUIN and the METROPOLITAN ALLIANCE OF POLICE, ALGONQUIN CIVILAINS, CHAPTER #183, on the dates set forth hereinafter.

WHEREAS, the Village of Algonquin (the "Village") and the Metropolitan Alliance of Police, Algonquin Civilians, Chapter #183 (the "Union") are parties to a collective bargaining agreement which expires on April 30, 2022, which governs wages, hours and conditions of employment for the Police Department's records clerks and community service employees within the Police Department of the Village of Algonquin, and

WHEREAS, effective January 1, 2020, Public Act 101-0027, the Cannabis Regulation and Tax Act ("CRTA") became law; and

WHEREAS, also effective January 1, 2020, Public Act 101-0593 amended the CRTA;

WHEREAS, the Village and the Union have agreed to modify and clarify certain workplace rules and policies in response to Public Acts 101-0027 and 101-0593; and

NOW, THEREFORE, IT IS AGREED by the Village and the Union as follows:

1. In order to provide a drug-free, healthful, and safe secure work environment, the Village will regulate the use of drugs and alcohol in the workplace. The Union and covered Employees expressly reserve (and do not waive) their statutory rights under the Illinois Privacy in the Workplace Act and the Illinois Marijuana Regulation and Tax Act. An employee shall not be subject to discipline for consumption/use of legal products while not working. The unlawful manufacture, distribution, dispensation, possession, use or being under the influence of a controlled substance, including cannabis or alcohol by employees is prohibited on all municipal property, in any Village owned or leased motor vehicles, or at any other location where the employee is assigned to perform work during the assigned work hours. These prohibitions do not apply to the possession of alcohol, controlled substances, including marijuana and cannabis by Village employees when carrying out assigned duties in their official capacity as employees of the Algonquin Police Department (e.g., transporting marijuana and cannabis for evidentiary purposes as part of a case)."

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth hereinafter.

VILLAGE OF ALGONQUIN

METROPOLITAN ALLIANCE OF POLICE,  
ALGONQUIN CIVILIANS, CHAPTER #183

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

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

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

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

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



# Village of Algonquin

The Gem of the Fox River Valley

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

**TO:** Tim Schloneger, Village Manager  
**FROM:** Katie Gock, Recreation Superintendent  
**DATE:** March 4, 2020  
**SUBJECT:** 2020 Algonquin Summer Concerts/Special Events

With continued construction scheduled near Riverfront Park, Algonquin Recreation is keeping the Summer Concerts at Towne Park running from 7:00-8:30p. Kindly review the 2020 lineup and let me know if there are any objections and/or concerns that need to be addressed.

| Date     | Band Name                                      | Music Type       | Food Service   |
|----------|--|------------------|--|
| July 2   | Sushi Roll                                     | Pop/Rock         | Fat Tomato Taco Truck & Riverbottom Ice Cream          |
| July 9   | Ethan Bell Band                                | Country          | Fork'n Fry – Poutine and Fries & Riverbottom Ice Cream |
| July 16  | The Flat Cats                                  | Jazz             | Fire and Smoke BBQ & Riverbottom Ice Cream             |
| July 23  | <i>Johnny Russler &amp; the Beach Bum Band</i> | <i>Caribbean</i> | <i>Founders' Festival</i>                              |
| July 30  | Serendipity                                    | Pop/Rock         | Pierogi Jo's & Riverbottom Ice Cream                   |
| August 6 | Centerfold                                     | Classic Rock     | Fat Tomato Taco Truck & Riverbottom Ice Cream          |

*\*The Village will be providing Founders Days entertainment on Thursday, July 23\**

Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village, including concerts and musical performances. The department is also seeking permission, pursuant to Section 34.12 of the Algonquin Municipal Code, to invite a food vendor on site to sell food and drink products during the Thursday evening concerts at Towne Park. Finally, pursuant to Section 11.04 of the Municipal Code the department is seeking a waiver as it pertains to alcoholic liquor only during the duration of the concerts.

In addition to the Summer Concerts, the Recreation Department is seeking approval for the following events held in partnership with the Algonquin Library

| Date     | Family Entertainment        | Time         | Location                    |
|----------|-----------------------------|--------------|-----------------------------|
| June 12  | Miss Jamie's Farm           | 12:00-12:45p | Spella Park – Library Patio |
| June 30  | Movie in the Park           | 8:30-10:30p  | Kelliher Park               |
| July 21  | Drive In Movie              | 8:30-10:30p  | Presidential Park           |
| July 31  | Foxtales Storytelling Fest  | 10:00a-3:00p | Spella Park – Library Patio |
| August 7 | Istvan & His Imaginary Band | 12:00-12:45p | Spella Park – Library Patio |

If you agree, please forward this to the Village Board for their consideration at their next meeting. Please do not hesitate to contact me with any questions.

CC: Michael Kumbera  
John Bucci

February 2020



Algonquin Town Board  
2200 Harnish Drive  
Algonquin, IL 60102

PO Box 64  
Berthoud, CO 80513  
info@harleysdream.org  
www.harleysdream.org

RE: Support of Proposed Ordinance to prohibit the sale of dogs and cats in retail pet shops

Dear Algonquin Village Trustee,

Harley's Dream is pleased to write in support of the proposed ordinance to prevent the sale of puppy mill dogs and cats in pet shops in Algonquin, Illinois.

This proactive ordinance is a good piece of legislation that will save animal lives, provide consumer protection, and save taxpayers money. This is a win for Illinois consumers and a win for both shelter animals and the breeding dogs languishing in puppy mills across the country.

Harley's Dream is a 501(c)(3) non-profit organization dedicated to creating awareness and educating the public about the cruel commercial dog breeding industry, also known as puppy mills. It is estimated that there are 10,000 puppy mill facilities across the country, mostly in the Midwest, where over two million puppies are born each year. The breeding dogs in these facilities often have ulcerated eyes, rotting mouths, severe skin infections, flea and tick infestations, and deformed feet from spending their entire lives standing on wire flooring. We know. We have been in USDA licensed puppy mills.

Purchasing a puppy from a pet store contributes to this horrible industry. It is estimated that 80% of all Americans own at least one dog and we believe that if they all knew the truth about puppy mills, puppy mills would no longer exist. Puppies from puppy mills should not be for sale in Illinois pet stores. More than 340+ jurisdictions, including the states of Maryland, Maine, and California, and hundreds of cities around the country have already taken this consumer protection step forward to becoming more humane communities.

Opponents of this ground-breaking legislation argue that the commercial breeding facilities they source their puppies from are legal businesses. They argue that they source from USDA licensed breeders. The reality is that a USDA license is a wholesale license, not a humane license. These production facilities are far from humane and there is no breeder or facility transparency to the public. Breeding dogs are crowded into wire bottomed cages that are only required by federal regulations to be 6" longer, wider and taller than the dog. They will likely live their entire lives in this space, and females will be bred every single cycle. They will receive little to no veterinary care, rarely

know a kind human touch or have their feet ever touch grass. Once they no longer produce a profit, they are disposed of. In a puppy mill this is the norm, not the exception.

This bill is not about regulating Illinois establishments out of business. It is about saying “no” to the unethical, inhumane over-breeding of dogs in puppy mills being sold in the Illinois market to unsuspecting consumers. It is proven that stores that only sell pet supplies can make more money per square foot than stores that sell puppies and kittens. It’s about making a humane choice for your community.

This preventative ordinance is not about limiting consumer choice or forcing Illinois residents to adopt shelter dogs. Rather it is a bill that provides consumer protection. Purebred dogs will still be available from rescues, at shelters (25% of all dogs in shelters are purebreds) and from reputable, responsible breeders who provide proper veterinary care and health screenings. Reputable, responsible breeders never sell their dogs to pet stores – it is against their breeder code of ethics.

It is time for Algonquin to join Maryland, California, Maine, and over 340 localities across the nation including 14 other Illinois communities in taking a strong stand against puppy mill cruelty. Please do not allow the sourcing of dogs and cats from inhumane, large-scale wholesale breeding operations. We ask that you please support this proposed ordinance.

Sincerely,

Dan & Rudi Taylor  
Founders, Harley’s Dream



## **WHY A PREEMPTIVE PET STORE ORDINANCE MATTERS**

- Ensures that the city/county becomes and will ALWAYS remain a humane community.
- Sends a strong message to decision-makers at all levels that constituents will not support the retail sale of commercially-bred pets sourced from mills or unethical backyard breeders.
- Impacts the future puppy/kitten mill economic pipelines; disallowing the future retail sale of commercially bred puppies & kittens from mills.
- Encourages other jurisdictions to choose to become humane and to take similar steps.
- Establishes an ordinance model for other jurisdictions to easily follow.
- Positively supports pet supply stores with a humane business model; stores that sell ONLY pet supplies and offer adoption venues to local rescues or shelters.
- Positively affects the adoption of rescue/shelter animals in a region.
- Eventually helps to reduce the shelter resource needs/costs in a region.
- Eventually drives down shelter euthanasia numbers and expense.
- Provides consumer protection from the tragic and hidden commercial breeding industry.
- Supports responsible and reputable local breeders; those who provide appropriate care for the pets they breed. (Responsible breeders NEVER sell to pet stores.)
- Reaches beyond the jurisdiction, educating residents and others about the puppy and kitten mill/pet store connection.
- Inspires others to get involved in creating humane communities.
- Promotes community awareness about canine welfare issues.
- Positions the community as a champion of animal welfare.





**THE HUMANE SOCIETY**  
OF THE UNITED STATES

## Fact Sheet: Puppy Mills and Pet Stores

**A majority of Americans has pets.** About 47 percent of households in the United States own at least one dog and about 46 percent own a cat. Only about 30 percent of pets in homes come from shelters or rescues. 2.7 million adoptable dogs and cats are euthanized in shelters every year.<sup>1</sup>

**Pet store puppies come from puppy mills.** Responsible breeders do not sell their puppies to pet stores because they want to meet their puppy buyers in person—and a majority of national breed clubs' Codes of Ethics prohibit or discourage their members from selling their dogs to pet stores. The suppliers of pet store puppies are largely "puppy mills," commercial facilities that mass-produce puppies for sale. The Humane Society of the United States conducted several hidden-camera investigations<sup>2</sup> which revealed that many of the breeding facilities that supply pet stores are mills.

**Puppies sold in pet stores come from all over the country—and many come from breeders with one or more Animal Welfare Act violations.** Some breeders found selling to pet stores have a record of repeat violations of the federal Animal Welfare Act. USDA inspection reports contained reports of significant violations, including sick and injured dogs who had not been treated by a vet, underweight dogs, puppies with their feet falling through the wire floors, puppies with severe eye deformities, piles of feces and food contaminated by mold and insects.

**Pet stores often do not disclose the origin of the puppies they sell.** Most pet stores do not disclose the true origins of their puppies, instead using deceptive sales pitches about "USDA licensed" or "professional" breeders. Unfortunately, the federal Animal Welfare Act provides survival standards for dogs, not humane care standards. The USDA has repeatedly asserted that their regulations and standards are *minimum* requirements.<sup>3</sup> Indeed, the agency's own Animal Welfare Act Fact Sheet<sup>4</sup> states *"Although Federal requirements establish acceptable standards, they are not ideal. Regulated businesses are encouraged to exceed the specified minimum standards."*

**Puppies sold at pet stores often have serious health or psychological problems.** Some of the illnesses common to pet store puppies include zoonotic diseases which can be spread to other pets and humans. Buyers are often faced with enormous vet bills or even the death of the puppy within days or weeks of purchase. A puppy may seem healthy for months only to develop symptoms of serious congenital conditions much later. These health problems are often the result of poor breeding at puppy mills.

**Pet stores do not have to sell puppies to be successful.** More than 2,300 pet stores nationwide have signed an HSUS pledge not to sell puppies,<sup>5</sup> demonstrating that it is possible to have a successful pet-related business without supporting puppy mills.

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<sup>1</sup> "Pets by the Numbers": U.S. pet-ownership estimates from the APPA for 2012. Can be found at:

[http://www.humanesociety.org/issues/pet\\_overpopulation/facts/pet\\_ownership\\_statistics.html#.U2EF81VdWAg](http://www.humanesociety.org/issues/pet_overpopulation/facts/pet_ownership_statistics.html#.U2EF81VdWAg)

<sup>2</sup> Chicagoland Pet Store Investigation Links Dozens of Puppy Sellers to Puppy Mills. Dec. 2012. Can be found at:

[http://www.humanesociety.org/assets/pdfs/pets/puppy\\_mills/report-hsus-chicago-pet-stores-2012investigates.pdf](http://www.humanesociety.org/assets/pdfs/pets/puppy_mills/report-hsus-chicago-pet-stores-2012investigates.pdf)

<sup>3</sup> See 7 U.S.C. § 2143(A)(8), stating that the federal Animal Welfare Act does not preempt state laws.

<sup>4</sup> U.S. Department of Agriculture, Animal Plant and Health Inspection Service, "Fact Sheet: Animal Care. The Animal Welfare Act," in <http://ca-biomed.org/pdf/media-kit/oversight/USDAAWA.pdf> (accessed 5 Dec, 2013).

<sup>5</sup> Puppy Friendly Pet Stores. 2013. Can be found at:

[http://www.humanesociety.org/issues/puppy\\_mills/facts/puppy\\_friendly\\_pet\\_stores.html#.U2ErT1VdWAg](http://www.humanesociety.org/issues/puppy_mills/facts/puppy_friendly_pet_stores.html#.U2ErT1VdWAg)

## ORDINANCE NO. 2020 - O - \_\_\_\_\_

### *An Ordinance Amending Chapter 14, Dogs and Other Animals, of the Algonquin Municipal Code*

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

WHEREAS, the President and Board of Trustees of the Village of Algonquin, Illinois, have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety and welfare of its citizens; and

WHEREAS, the Village has been monitoring legislation and litigation affecting pet stores and the sale of animals from "puppy mills" for several years; and

WHEREAS, a significant number of puppies and kittens sold at pet shops comes from commercial breeding facilities where the health and welfare of the animals are not adequately provided for; and

WHEREAS, inadequate care and conditions at commercial breeders can lead to behavioral and health issues in the puppies and kittens and ultimately lead to increased financial and emotional costs for the purchasing consumer; and

WHEREAS, restricting the retail sale of puppies and kitten to only those sourced from shelters, humane or rescue organizations is likely to decrease the demand for puppies and kittens bred at commercial breeders and is likely to increase the demand for animals from animal shelters and rescue organizations and protect consumers.

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: The Recitals set forth above are incorporated herein in their entirety by reference.

SECTION 2: Appendix A, Definitions, of the Algonquin Municipal Code shall be amended to add the following definition:

**Animal Rescue Organization:** Any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes. This term does not include any entity which, is or is housed on the premises of, a breeder or broker, obtains dogs, cats or rabbits from a breeder or broker in exchange for payment or compensation, or resells dogs, cats or rabbits obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

SECTION 3: Chapter 14, Dogs and Other Animals, of the Algonquin Municipal Code is hereby amended to add a new section, Section 14.11, Sourcing of Animals Sold by Pet Shop Operators, which shall read as follows:

#### **14.11 SOURCING OF ANIMALS SOLD BY PET SHOP OPERATORS**

A. Restrictions on the Sale of Dogs and Cats:

1. A pet shop operator may offer for sale only dogs and cats that the pet shop operator has obtained from or displays in cooperation with:

- a. a duly incorporated humane society, animal welfare society or other nonprofit organization whose purpose is to provide for and promote the welfare, protection and humane treatment of animals; or
- b. An animal rescue organization.

2. A pet shop operator shall not offer for sale a dog or cat that is younger than eight weeks old.

B. Record Keeping and Disclosure: A pet shop operator shall maintain records stating the name address of the animal shelter or animal rescue organization that each dog or cat was obtained from for at least two years following the date of acquisition. Such records shall be made available to the Village upon request and submitted annually, and no later than May 1 of each year to the Village. Each pet shop operator shall display on each cage a label stating the name and address of the animal shelter or animal rescue organization of each dog or cat kept in the cage.

C. Penalties: Any person violating any provision of this Section 14.11 shall be subject to a fine of five hundred dollars (\$500.00) for the first citation, seven hundred fifty dollars (\$750.00) for the second citation, and no more than one thousand dollars (\$1000.00) for the third. A separate offense shall be deemed committed for every dog or cat sold in violation of Section 14.11.

SECTION 4: 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 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: Upon passage and approval, this Ordinance shall be in full force and effect effective

January 1, 2021.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

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

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk Gerald S. Kautz

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

Prepared by:

Kelly Cahill, Village Attorney

Zukowski, Rogers, Flood & McArdle

50 Virginia Street

Crystal Lake, Illinois 60014



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

**– M E M O R A N D U M –**

DATE: March 3, 2020

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *Investment Policy Update*

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As part of the Village's annual review of financial policies, there are two changes requested for the Village's investment policy.

1. Clarify the maximum investment maturity of five years (Section 8.2).
2. Incorporate language as required by the Illinois Sustainable Investing Act (40 ILCS 5/1-113.6 and 1-113.17).

The policy revisions have been reviewed and endorsed by the Village auditor and investment managers.

**Recommendation**

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution at their meeting on March 17, 2020.

C: Susan Skillman, Comptroller  
Amanda Lichtenberger, Accountant

Established: 8/17/1999  
Updated: 12/20/2011  
3/20/2012  
10/6/2015  
3/17/2020



## Village of Algonquin

### Investment Policy

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#### 1. POLICY

It is the policy of the Village of Algonquin (“Village”) to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state statutes governing the investment of public funds.

#### 2. SCOPE

This investment policy applies to all financial assets of the Village except for the Police Pension Fund which is subject to the order of the Board of Trustees of that particular fund. These funds are accounted for in the Village's Comprehensive Annual Financial Report and include:

##### 2.1. FUNDS

- 2.1.1. *General Fund*
- 2.1.2. *Special Revenue Funds*
- 2.1.3. *Capital Project Funds*
- 2.1.4. *Enterprise Funds*
- 2.1.5. *Trust and Agency Funds*
- 2.1.6. *Debt Service Fund*
- 2.1.7. *Any new fund created by the Village Board (unless specifically exempt)*

##### 2.2. POOLING OF FUNDS

Except for cash in certain restricted and special funds, the Village will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration. Investment income will be allocated to the proper funds based on their respective participation and in accordance with generally accepted accounting principles.

#### 3. GENERAL OBJECTIVES

The primary objectives, in priority order, of the Village's investment activities shall be safety, liquidity, and yield-rate of annual return on investments.

##### 3.1. SAFETY

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

- 3.1.1. *Credit Risk*

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Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by: (1) limiting investments to the safest types of securities listed in Section 7.0 of this Investment Policy, (2) pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which an entity will do business in accordance with Section 5.0, and (3) diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

#### *3.1.2. Interest Rate Risk*

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by: (1) structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, (2) managing fixed-income investments where the investor builds a ladder by dividing his or her investment dollars evenly among bonds or CDs that mature at regular intervals such as every six months, once a year, or every two years, and (3) investing operating funds primarily in shorter term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy. (See Section 8.2.)

### **3.2. LIQUIDITY**

The investment portfolio will remain sufficiently liquid to meet all operating requirements which might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrently with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

### **3.3. YIELD-RATE OF ANNUAL RETURN ON INVESTMENTS**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on Investment is of secondary importance compared to safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions: (1) a declining credit security could be sold early to minimize loss of principal, (2) a security swap would improve the quality yield, or target duration, in the portfolio; or (3) liquidity needs of the portfolio require that the security be sold.

## **4. STANDARDS OF CARE**

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

### **4.1. PRUDENCE**



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The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### **4.2. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Village Manager any material financial interests in financial institutions that conduct business. They shall further disclose any large personal financial/investment positions that could be related to the performance of the Village's portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

#### **4.3. DELEGATION OF AUTHORITY**

Authority to manage the Village's investment program is derived from the following: Management and administrative responsibility for the investment program is hereby delegated to the Assistant Village Manager/Treasurer who, under the direction of the Village Manager, shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to safekeeping, delivery versus payment, PSA repurchase agreements, wire transfer agreements, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Assistant Village Manager/Treasurer. The Village may enter into an agreement with an investment advisor that is registered under the Investment Advisors Act of 1940.

The Assistant Village Manager/Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The Assistant Village Manager/Treasurer may from time to time amend the written procedures in a manner not inconsistent with this policy or with state statutes.

The responsibility for investment activities of the Police Pension Fund rests with the Board of Trustees of the Police Pension Fund.

The Village Treasurer, appointed by the Village President with advice of the Trustees, advises the Village Board on investment policy and is an ex-officio member of the Police Pension Fund.

#### **5. AUTHORIZED FINANCIAL INSTITUTIONS, DESPOSITORIES & BROKER/DEALERS**

The Assistant Village Manager/Treasurer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers, selected by credit worthiness, who maintain an office in the state of Illinois. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital

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rule). No public deposit shall be made except in a qualified public depository as established by state statutes.

The Village Board authorizes the Assistant Village Manager/Treasurer to invest up to \$249,000.00 in any FDIC-insured financial institution.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Assistant Village Manager/Treasurer with the following:

- audited financial statements demonstrating compliance with state and federal capacity adequacy guidelines
- proof of Financial Industry Regulatory Authority (FINRA) certification (not applicable to Certificates of Deposit counterparties)
- proof of state registration
- completed broker/dealer questionnaire
- certification of having read the Village's investment policy
- depository contracts

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the Village invests.

## **6. SAFEKEEPING AND CUSTODY**

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

Securities will be held by an independent third-party custodian selected by the Village as evidenced by safekeeping receipts in the Village's name. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standard No. 70, or SAS 70) or other appropriate Internal Control Letter.

### **6.1. INTERNAL CONTROLS**

The Assistant Village Manager/Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Village are protected from loss, theft, or misuse.

Details of the internal controls system shall be documented in an investment procedures manual and shall be reviewed and updated annually.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of the control should not exceed the benefits likely to be derived; and (2) the valuation of cost and benefits requires estimates and judgment by management.

The internal control shall address the following points:

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- control of collusion
- separation of transaction authority from accounting and record keeping
- custodial safekeeping
- avoidance of physical delivery securities
- clear delegation of authority to subordinate staff members
- written confirmation of transactions for investments and wire transfers
- development of a procedure for making wire transfers

Accordingly, the Assistant Village Manager/Treasurer shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

## **7. AUTHORIZED AND SUITABLE INVESTMENTS**

The Village may invest in any type of security allowed for in Illinois statutes ([Public Funds Investment Act - 30 ILCS 235/2](#)) regarding the investment of public funds. Consistent with the GFOA-Recommended Practice on Use of Derivatives by State and Local Governments, extreme caution should be exercised in the use of derivative instruments.

### **7.1. COLLATERALIZATION**

It is the policy of the Village, and, in accordance with the GFOA's Recommended Practices on the Collateralization of Public Deposits, that funds on deposit in excess of FDIC limits are secured by some form of collateral. The Village will accept any of the following assets as collateral:

- U.S. Government Securities
- Obligations of Federal Agencies
- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois
- Investment-grade obligation of provincial and local governments and public authorities

(The Village reserves the right to accept/reject any form of the above named securities.)

The Village also requires that all depositories that hold Village deposits in excess of the FDIC limit must agree to utilize the Village's Collateralization Agreement.

The amount of collateral provided will not be less than 105% of the fair market value of the net amount of public funds secured. The ratio of fair market value of collateral to the amount of funds secured will be reviewed quarterly, and additional collateral will be requested when the ratio declines below the level required. Collateral will be released if the market value exceeds the required level. Pledged collateral will be held in safekeeping by an independent third-party depository designated by the Village and evidenced by a safekeeping agreement. Collateral agreements will preclude the release of the pledged assets without an authorized signature from the Village. The Village realizes that there is a cost factor involved with collateralization, and the Village will pay any reasonable and customary fees related to collateralization.

## **8. INVESTMENT PARAMETERS**

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In order to reduce the risk of default, the Village will diversify the portfolio in accordance with GFOA's Recommended Practices on the Diversification of Investments as follows:

#### **8.1. DIVERSIFICATION**

- No financial institution shall hold more than 40% of the Village's investment portfolio unless collateralized, exclusive of U.S. Treasury securities in safekeeping.
- Monies deposited at a financial institution shall not exceed 75% of the capital stock and surplus of that institution.
- Commercial paper shall not exceed 15% of the Village's investment portfolio.
- Brokered certificates of deposit shall not exceed 25% of the Village's investment portfolio.
- Investing in securities with varying maturities.
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIP's), money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

#### **8.2. MAXIMUM MATURITIES**

To the extent possible, the Village will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Village will not directly invest in securities maturing more than three years or, in the case of mortgage-backed securities, the expected average life of any fixed income security shall not exceed three years, from the date of purchase.

Reserve funds may be invested in securities exceeding three years if the maturity or average life of such investments is made to coincide as nearly as practicable with the expected use of the funds.

Any investment purchased with a maturity or average life longer than five ~~four~~ years must be supported with written documentation explaining the reason for the purchase and must be specifically approved by the Board of Trustees.

#### **8.3. ILLINOIS SUSTAINABLE INVESTING ACT**

The Village recognizes that that material, relevant, and decision-useful sustainability factors have been or are regularly considered by the Board, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. Such factors include, but are not limited to: (1) corporate governance and leadership factors; (2) environmental factors; (3) social capital factors; (4) human capital factors; and (5) business model and innovation factors, as provided under the Illinois Sustainable Investing Act. (40 ILCS 5/1-113.6 and 1-113.17)

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### **9. REPORTING**

The Assistant Village Manager/Treasurer shall prepare an investment report at least monthly, including a management summary that provides an analysis of the status of the current investment portfolio. This management summary will be prepared in a manner that will allow the Village to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Village Manager and the Village Board and will include the following:

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- listing of individual securities held, by fund, at the end of the reporting period
- listing of investments by maturity date
- the purchase institutions

#### **9.1. PERFORMANCE STANDARDS**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis. The benchmarks shall be reflective of the actual securities being purchased and risks undertaken and the benchmark shall have a similar weighted average maturity as the portfolio.

#### **9.2. MARKET YIELD (BENCHMARK)**

The Village's investment strategy is passive. Given this strategy, the basis used by the Assistant Village Manager/Treasurer to determine whether market yields are being achieved shall be the six-month U.S. Treasury Bill.

#### **9.3. MARKING TO MARKET**

The market value of the portfolio shall be calculated at least quarterly, and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA-Recommended Practices on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools". In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

### **10. INVESTMENT POLICY ADOPTION**

The Village's investment policy shall be adopted by resolution of the Village Board of Trustees. The policy shall be reviewed on an annual basis by the Assistant Village Manager/Treasurer, and any modifications made thereto must be approved by the Village Board of Trustees.

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## GLOSSARY

**AGENCIES:** Federal agency securities.

**ASKED:** The price at which securities are offered.

**BANKERS' ACCEPTANCE (BA):** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BID:** The price offered for securities.

**BROKER:** A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

**COLLATERAL:** Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure public monies.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report for the Village of Algonquin. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

**COUPON:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DELIVERY VERSUS PAYMENT:** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DISCOUNT:** The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

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**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**FEDERAL CREDIT AGENCIES:** Agencies of the federal government set up to supply credit to various classes of institutions and individuals, e.g., S&Ls, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL FUNDS RATE:** The rate of interest at which fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the 12 Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks, and about 5,700 commercial banks that are members of the system.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

**FEDERAL HOME LOAN BANKS (FHLB):** The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

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**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages. The term “pass throughs” is often used to describe Ginnie Maes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**LOCAL GOVERNMENT INVESTMENT POOL (LGIP):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the most important and most flexible monetary policy tool of the Federal Reserve.

**PORTFOLIO:** Collection of securities held by an investor.

**PRUDENT PERSON RULE:** An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state-the-so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking reasonable income and preservation of capital.

**PRIMARY DEALER:** A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission- (SEC-) registered securities broker-dealers, banks, and a few unregulated firms.



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**QUALIFIED PUBLIC DEPOSITORIES:** A financial institution which does not claim exemption from payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**REPURCHASE AGREEMENT (RP OR REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer," in effect, lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SEC RULE 15C3-1:** See uniform net capital rule.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**TREASURY BOND:** Long-term U.S. Treasury securities having initial maturities of more than ten years.

**TREASURY NOTES:** Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

**YIELD:** The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms, as well as non-member broker dealers in securities, maintain a maximum ratio of indebtedness to

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liquid capital of 15 to 1, also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.



**VILLAGE OF ALGONQUIN  
MEMORANDUM**

DATE: March 5, 2020  
TO: Committee of the Whole  
FROM: Tim Schloneger, Village Manager  
**SUBJECT: *Proposed Budget – 2020/2021 General Fund***

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**GENERAL FUND BUDGET OVERVIEW**

The annual budget is a financial statement of the goals and objectives for the Village during the fiscal year. These goals and objectives have been assessed and reconfirmed over the past year regarding the delivery of basic Village services. The General Fund budget maintains conservative projections of revenues and expenditures and attempts to address the concerns for maintaining service delivery identified by elected officials, Village staff, and citizens of this community in our current economic environment. The budget for the General Fund followed a “constraint budgeting” process to ensure maintenance of existing services while enhancing budget goals by each department and division in the allocation of the limited revenues for the Village.

In other words, **it is the overriding principle of the budget to deliver outstanding service to our citizens at a reasonable price** without drawing down the Village’s working capital, assuming no additional tax burden on our residents. This principle is difficult with relatively flat year-to-year revenue, but still possible because of the financial planning that the Village Board has followed over the past decade. An overall flat property tax levy is reflected in the General Fund budget; and, through strong fiscal policies and constraint, the 2020-2021 General Fund budget is balanced.

Attached is the proposed General Fund budget for Fiscal Year 2020-2021. This General Fund budget is balanced with essentially flat revenues and expenditures as compared to the budget for the current 2019-2020 fiscal year. Income tax revenue is projected to increase 13.6% based on current year-end projections and indicators that the State of Illinois is not planning any new changes to the Local Government Distributive Fund formula. Sales tax revenue projections show a slight decrease given conservative assumptions of trends in a changing retail marketplace. Real estate taxes are the second largest revenue category after sales taxes and are levied lower than year 2008 levels.

The budget maintains a balanced position, drawing down on unrestricted funds for one-time capital purchases pursuant to the Village’s reserve policy. Above all, **no significant reduction in services to our residents is anticipated in the 2020-2021 fiscal year budget**, and the Village’s cash position remains solid.

## FY 2020/2021 GUIDING PRINCIPLES

The budget's Guiding Principles are the core guidelines to ensure stability in meeting the mission of our organization, especially when our ability to provide necessary public services is challenged by unstable or declining revenue. The Village aims to focus its time and resources in accomplishing the following objectives:

### Customer Service

#### ***Maintain and/or Enhance Customer Service and Citizen Satisfaction***

- In order to provide the most efficient and effective services to residents, staff should continually evaluate operations. Increase the consistent focus on customer service through efficiency studies, training of front-line staff, and evaluating roles and responsibilities.
- Employee satisfaction, growth, and development foster positive customer service. This is accomplished through many vehicles, including training and evaluating roles/responsibilities.
- Implement mechanisms for promoting effective internal and external communication.

### Economic Development

#### ***Continue to Promote and Foster Economic Development***

- Economic development is instrumental in offering residents a community in which they can live, work, and play; creating jobs and bringing visitors to our community; and providing revenue to fund needed capital projects and other operational programs.
- Allocate the necessary resources to the continued development of the Village's economy, focusing on the Algonquin Corporate Campus, downtown, the Route 62 east corridor, and the mining operations.

### Infrastructure

#### ***Evaluate, Plan for, and Implement Important Capital Improvement Projects in Order to Maintain the Village's Infrastructure and Uphold a High Quality of Life for Residents***

- Providing adequate infrastructure throughout the Village is pertinent in order to ensure safe roadways, functional water and sewer systems, and top-notch park facilities for residents, businesses, and visitors.
- Continue to develop and implement multi-year plans, including neighborhood capital improvements.
- Continue to develop and refine the Village's transportation network in order to provide accessibility and mobility via the Village's roadway and trail systems.

### Fiscal Management

#### ***Assess All Viable Options to Increase/Maintain the Village's Revenue Base***

- Explore grants, operational efficiencies, and additional economic development opportunities.
- Obtain additional dedicated revenue sources for funding capital projects.
- Evaluate projects and personnel functions to find opportunities for cost savings.

### Public Safety

#### ***Continue to Allocate the Necessary Resources for the Maintenance of the Public's Health, Safety, and Welfare through a Well-Trained and Dedicated Staff***

- Emphasize and focus on public safety, emergency planning, and homeland security as a priority in our daily operations.
- As the number of commercial establishments level off or are reduced in the Village, and the needs of the citizenry fluctuate, differing resources must be allocated to these important government functions.

### Conservation

#### ***Continue to Promote and Develop Programs with a Conservation Focus***

- Promoting and adhering to a conservation mindset and lifestyle have been priorities for the Village over the past several years. Conservation is imperative in order to protect and conserve natural resources such as groundwater, wetlands, and natural water bodies.
- Promote and enforce the Village's water conservation program, and continue to work with other governments and agencies to address issues of water quality and quantity on a regional basis.
- Continue to promote the Village's recycling program through educational materials and other programs.

In addition to maintenance and advancement of services provided to our citizens, **this proposed General Fund budget is on course to maintain at least a six-month cash reserve within the next fiscal year** provided the state of Illinois lives up to its obligation to allocate the municipal share of the state income tax.

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#### **GENERAL FUND ANTICIPATED REVENUE (\$20,070,000)**

There are many sources of revenue needed to fund the General Fund budget. Some of the revenue accounts are predictable based on past trends, while many other revenues are dependent on activities that have been more difficult to predict during the financial recovery and ongoing state fiscal crisis. This section of the memo will address larger revenue categories and those revenue accounts involving various assumptions and deviations from the current fiscal year budget.

**SALES TAX - \$7,500,000** - Projected sales tax contributes approximately 37% of the total anticipated revenue for the General Fund and is the largest revenue source in the General Fund.

Sales tax is an elastic revenue source, paid largely by nonresidents who purchase goods from businesses within the Village. These purchases can fluctuate based on the changing retail landscape and external economic forces from year to year and should not be completely relied on as the ever-increasing revenue source. The timing of new commercial uses, closing of businesses, and predicting resulting sales taxes to be generated by these new or closing businesses, and sometimes competing businesses, make sales tax less predictable as a revenue source.

**INCOME TAX - \$4,240,000** – Income taxes received by the state are based on the census of population and overall income tax collected by the state. Recent trends show income tax increasing from last fiscal year. Income tax revenue consists of approximately 21% of the total revenue for the General Fund.

**COMMUNITY DEVELOPMENT FEES - \$468,000** - The revenue from building permits, platting fees, and annexation may fluctuate based on the economy and the extent of building activity. Community Development Fees account for just over 2.3% of the General Fund revenue in this budget.

**POLICE AND COURT FINES - \$310,000** – This series of revenue accounts makes up the payments from fines, prosecution fees, and forfeited funds related to police and court activities, plus any reimbursement for police training. Court and traffic fines account for approximately 1.5% of all General Fund revenues.

**FRANCHISE & TELECOMMUNICATIONS FEES - \$576,500** – These items cover revenues provided to the Village by utility companies for use of the public rights of way through franchise agreements. This revenue accounts for approximately 2.9% of the revenue in the General Fund.

**REAL ESTATE TAXES - \$6,000,000** - The real estate tax revenues include the distribution of the real estate taxes as levied. The real estate tax revenue contributes approximately 30% to the General Fund budget and is the second largest source of revenue next to sales tax.

Consistent with the policy of the Board to keep Village property taxes down, the Village's levy was decreased below year 2008 levels.

GRANTS AND DONATIONS - \$0 - These line items recognize the revenue anticipated under the traffic grant programs.

INTEREST - \$226,100 - These revenue line items include interest received from the various investment institutions utilized by the Village. While working capital is stable, interest rates can fluctuate throughout the year and are showing a trend to be gradually increasing. Interest income accounts for less than 1.1% of the General Fund revenue.

OTHER REVENUE - \$615,400 – Seventeen (17) other smaller revenue sources account for the balance of the total revenue stream for the General Fund. A transfer from the Hotel Tax Fund helps to supplement the General Fund for advisory services provided by the McHenry County and Metro West Councils of Governments. Overall, the other revenue accounts make up approximately 3.0% of the General Fund revenue.

### **FUND BALANCE TRANSFERS**

PUBLIC ART FUND – This year's budget proposes transferring \$25,000 from fund balance to establish one or more community-oriented murals on high profile buildings downtown. The program would be supplemented by private funding and sponsorships for mural creation and installation.

VEHICLE REPLACEMENT FUND – This year's budget proposes transferring \$275,000 from fund balance to support needed vehicle replacements. This transfer uses the entire balance of this designated fund and will be appropriately closed at the end of the fiscal year.

LIABILITY INSURANCE FUND – This year's budget proposes transferring \$219,000 from fund balance to help pay annual premiums for workers' compensation and liability insurance.

Finally, an additional \$3,000,000 will be transferred to the Street Improvement Fund, consistent with the Village's Reserve Policy, to fund capital improvements.

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### **GENERAL FUND EXPENDITURES - PERSONNEL**

Administration, Police, Community Development, and Public Works are separate departments funded by the General Fund. Public Works has two distinct divisions of responsibility covered under the General Fund: (1) General Services (previously Streets Division and Parks and Forestry Division) and (2) Public Works Administration. *Note:* The Water and Sewer Divisions are also under the Public Works Department, but these two divisions are classified under the Water and Sewer Operating Fund which is considered a separate, freestanding Enterprise Fund. The Vehicle and Building Maintenance Service Funds are administered through the Public Works Department as internal service funds and derive their revenue as an expenditure from each department based on the vehicle, equipment, and building needs of each department.

The General Fund budget suggests modest salary increases for current personnel. In April, the Village Board will be considering whether there will be any increases to the merit compensation plan for noncontract employees, which is examined annually. The merit plan provides that the department heads, with the advice and consent of the Village Manager, review all nonunion employees for possible merit increases. Each department establishes a merit pool, so the proposed raises can reflect job performance rather than automatic, across-the-board pay increases. For budget purposes, an approximate 5.0% merit pool increase is recommended at this time. Implementation of the merit compensation plan, as established by the Committee of the Whole and the Village Board by ordinance, will serve as a guide to the appropriate merit pool increases for the employees during the 2020-2021 fiscal year.

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**GENERAL SERVICES ADMINISTRATION – PERSONNEL (\$1,614,100)** The General Services Administration Department (GSA) includes the Manager’s Office, Finance, Human Resources, Water Billing, Innovation & Technology, and Recreation. Staff within the General Services Administration Department includes 16 full-time employees under this budget proposal.

**GENERAL SERVICES ADMINISTRATION  
FULL-TIME PERSONNEL BY PROGRAM RESPONSIBILITY**

|                       |           |
|-----------------------|-----------|
| Village Manager       | 4         |
| Finance               | 5         |
| Innovation/Technology | 4         |
| Recreation            | 1         |
| Human Resources       | <u>2</u>  |
| <b>Total</b>          | <b>16</b> |

**GENERAL SERVICES ADMINISTRATION - CONTRACTUAL SERVICES (\$323,000)**

The expenditures under the contractual services category includes management interns, legislative lobbyists, accounting & payroll services, and homeless shelter contributions.

**GENERAL SERVICES ADMINISTRATION - SUPPLIES AND MATERIALS - (\$41,900) AND MAINTENANCE (\$122,000)**

Items under Supplies and Materials includes IT equipment such as computers and printers. The line item for Building Services (44423) (as in all departments) focuses on the level of attention needed at the Ganek Municipal Center and Historic Village Hall for the purpose of maintenance, which is increasing with aging facilities. The Internal Services Fund will bill each department the labor and materials needed to maintain each department. Vehicle Maintenance (44420) and Building Services (44423) are classified through a separate Internal Service Fund, which is noted on the budget work sheets with an “S” for Service Fund.

**GENERAL SERVICES ADMINISTRATION - CAPITAL EXPENDITURES (\$0)**

There are no proposed capital expenditures this year.

**GENERAL SERVICES ADMINISTRATION - OTHER CHARGES (\$450,000)**

ACCOUNT 47701 RECREATION PROGRAMS - \$ 154,500 - The costs associated with the special event and recreation programs planned for the fiscal year are identified in this line item.

The most popular events and recreational sessions remain on the schedule for the year, and some less popular events have been eliminated. Recreation programming revenue has been adjusted to reflect the related program expenditures. If all of the programs are successful, revenues generated from the events will cover most, but not all, of these proposed expenditures.

ACCOUNT 47750 HISTORIC COMMISSION - \$2,300 – The expenditures proposed by the Historic Commission are for photographic services, duplication, copying, and reprinting, as well as other supplies and equipment for office use and seminars including membership in the McHenry County Historical Society.

ACCOUNT 47765 SALES TAX REBATE EXPENSE - \$250,000 – This expenditure represents the sales-tax sharing development agreement with Rosen Hyundai for the Genesis car dealership expansion. The agreement commenced November 1, 2018, and runs for up to 10 years or not to exceed a \$600,000 rebate to Rosen, whichever occurs first.

#### **GENERAL SERVICES ADMINISTRATION DEPARTMENT SUMMARY (\$2,551,000)**

The General Services Administration Department accounts for 11% of the budget. The department will continue to focus on public communication tools, technology enhancements, and streamlining Village-wide operations.

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#### **POLICE DEPARTMENT – PERSONNEL (\$8,644,000)**

Personnel salaries and benefits in the Police Department make up 84% of the department's expenditures, including the Village's significant contribution to the Police Pension Fund. Most of the sworn officers and civilian personnel are covered under collective bargaining contracts. The department has 50 sworn officers and a total of 57 full-time employees.

#### **POLICE DEPARTMENT - CONTRACTUAL SERVICES (\$896,700), SUPPLIES AND MATERIALS (\$165,900), AND MAINTENANCE (\$315,200)**

Dispatch Services for SEECOM is the largest line item under contractual services (\$600,000). Fuel usage (43340) for police vehicles (\$70,000) is the largest line item under Supplies and Materials. IT Equipment (43333) includes computers and printers scheduled for replacement.

#### **POLICE DEPARTMENT - CAPITAL EXPENDITURES (\$168,000)**

ACCOUNT 43335 VEHICLES AND EQUIPMENT - \$26,000 – An administrative vehicle is scheduled to be replaced this year.

ACCOUNT 45590 CAPITAL PURCHASES - \$142,000 – This line item is for capital purchases that exceed the \$40,000 threshold. The purchase of two replacement squads with equipment is included here.

ACCOUNT 45593 CAPITAL IMPROVEMENTS - \$0 – No money is allocated this year for capital improvements.

ACCOUNT 45597 CAPITAL LEASE PURCHASE - \$0 – No money is allocated this year for capital improvements.



**POLICE DEPARTMENT - OTHER CHARGES (\$136,200)**

ACCOUNT 47720 POLICE COMMISSION - \$18,200 – This line item reflects expenses for the promotion and discipline of police officers and funding for a sergeant promotional exam, if needed.

ACCOUNT 47730 EMERGENCY SERVICE DISASTER - \$1,100 - This item covers some of the current staff time devoted to emergency services.

ACCOUNT 47760 UNIFORMS - \$63,200 - This line item is pursuant to the current union contract for the uniform allowances and for new and replacement bulletproof vests for officers.

**POLICE DEPARTMENT SUMMARY (\$10,326,000)** As the agency responsible for providing front-line public safety services to Village residents, the Police Department is by far the largest department of the Village, making up approximately half of the General Fund budget. All expenditures are necessary to meet the public service goals identified in certain guiding principles noted earlier in this memo.

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**COMMUNITY DEVELOPMENT DEPARTMENT – PERSONNEL (\$1,074,500)**

This department of the Village includes the services of building permit review, code enforcement, property maintenance, economic development, downtown revitalization, public art, and planning and zoning coordination. The budget for the Community Development Department is based on expected implementation of various departmental program goals. The department has 8 full-time and 5 part-time employees.

**COMMUNITY DEVELOPMENT DEPARTMENT - CONTRACTUAL SERVICES, (\$323,500), SUPPLIES AND MATERIALS (\$54,100), AND MAINTENANCE (\$58,400)**

ACCOUNT 42234 PROFESSIONAL SERVICES - \$257,600 - This item is used to pay for outside professional service contracts and the employee leasing agreements of an economic development professional through GovTemps. Also included are funds to hire a consultant to assist with updating the comprehensive land use plan. Other services anticipated are consultants in specialized areas of planning, elevator inspections, grass-cutting services (for violations of property maintenance codes), and other possible outside inspection services, if needed, for larger commercial projects and/or summer peak building permit review. Other expenditures in all categories are decreasing accordingly due to less building activity.

ACCOUNT 43362 PUBLIC ART - \$37,000 - This line item covers expenses for the Public Art Program. The costs will cover all-weather signs adjacent to the sculptures and other expenses necessary to set up the public art displays including the annual Art on the Fox event. Funds are also included to establish one or more community-oriented murals on high profile buildings downtown. This program would be supplemented by private funding and sponsorships for mural creation and installation.

**COMMUNITY DEVELOPMENT MAINTENANCE (\$58,400)**

The Internal Services Fund will bill each department the labor and materials needed to maintain each department. Vehicle Maintenance (44420) and Building Services (44423)

are classified through a separate Internal Service Fund, which is noted on the budget work sheets with an “S” for Service Fund.

**COMMUNITY DEVELOPMENT CAPITAL IMPROVEMENTS (\$0) AND OTHER CHARGES (\$37,500)**

ACCOUNT 43335 VEHICLES & EQUIPMENT - \$0 – No money is allocated.

ACCOUNT 45593 CAPITAL IMPROVEMENTS - \$0 – No money is allocated.

ACCOUNT 47710 ECONOMIC DEVELOPMENT - \$15,600 - This item covers the continued implementation of the Downtown Planning Study, Retail Marketing, Business Park Marketing, and the Business Retention Program recommended by the Algonquin Economic Development Commission.

**COMMUNITY DEVELOPMENT DEPARTMENT SUMMARY (\$1,548,000)**

This department accounts for about 7% of the General Fund budget and is responsible for economic development programs, processing of every development plan proposed and every building permit of this growing Village, including enforcement of property maintenance codes. The revenue directly from community development-related matters consists of \$468,000, or approximately 2.3% of the General Fund budget revenues. The Village needs to maintain a highly professional level of service in the department since its efforts will be measured by the quality of the developments in the future of the Village.

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**PUBLIC WORKS DEPARTMENT - PUBLIC WORKS ADMINISTRATION**

The organization of the Public Works Department utilizes the division of Public Works Administration to efficiently allocate the time and responsibilities of the Public Works Department who assist all departments of the Village. The positions that are involved with building and vehicle maintenance cross over to multiple divisions within Public Works, multiple departments of the Village, and multiple funds within the budget. Public Works Administration also manages General Services (formerly Streets Division and Parks and Forestry Division), all of which are funded through the General Fund, as well as the separate Enterprise Fund of the Water and Sewer Operating Divisions.

**PUBLIC WORKS ADMINISTRATION – PERSONNEL (\$265,700)**

Three full-time positions and two part-time positions are covered by the Public Works Administration Division.

**PUBLIC WORKS ADMINISTRATION - CONTRACTUAL SERVICES (\$25,800) SUPPLIES AND MATERIALS (\$22,900) AND MAINTENANCE (\$53,500)**

The line items for Public Works Administration under contractual services and supplies and materials reflect only those services needed for the Public Works Administration Division. Likewise, the maintenance line items are only for the Public Works Administration’s share of buildings, grounds and vehicle maintenance.

**PUBLIC WORKS ADMINISTRATION - CAPITAL EXPENDITURES (\$5,000)**

Money is allocated for a GPS Rover, which is a survey tool used to calculate grade.

**PUBLIC WORKS ADMINISTRATION – TRANSFERS (\$0) AND OTHER CHARGES (\$10,500)**

Other Charges include travel and training and uniform costs.

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**GENERAL SERVICES – PERSONNEL (\$2,111,000)**

The staff of General Services (formerly Streets Division and Parks and Forestry Division) is proposed with no new full-time personnel. The number of full-time employees within General Services is at 21 with additional seasonal personnel to meet service demands during peak seasons.

For winter months, snowplow routes are established for snow and ice removal on the 130 miles of streets, bike trails, and municipal parking lots. Likewise, during the spring, summer, and fall seasons, patching, maintenance, street sweeping, and striping must all be performed by the staff of General Services.

General Services covers the expenses needed for the maintenance of parks and municipal properties. Park maintenance costs are expanding greatly due to the commitment by the Village Board to acquire parkland and to enhance maintenance and improvements to community parks. The expenditures accurately represent the Village's cost of additional parklands and increased responsibilities to maintain the tree stock within the public areas and tree loss caused by the emerald ash borer infestation. Likewise, tree preservation, tree replacement, and grounds maintenance are increasingly important to the Village and the overall quality of facilities serving the public.

**GENERAL SERVICES - CONTRACTUAL SERVICES (\$1,135,900) AND SUPPLIES AND MATERIALS (\$263,800)**

Contractual accounts cover utility costs such as power for streetlights, fuel costs, mosquito control, aquatic weed control, landscape maintenance, utility locating, downtown plants & flowers, downtown snow removal, cul-de-sac plowing and play surface mulch installation. Supplies and Materials also include those items needed for street repairs such as asphalt, stone, signs, landscape restoration, etc.

ACCOUNT 42212 ELECTRIC - \$232,000 - This account recognizes the cost of power for all the streetlights throughout the Village for the year.

ACCOUNT 42234 PROFESSIONAL SERVICES - \$846,500 - This line item is used to pay for subscription costs for the Automatic Vehicle Location System. In addition, it includes money to pay for tree trimming, IEPA storm water permit fees, JULIE locate service, weather command services, broadleaf weed control, mosquito control, aquatic weed control and rough turf mowing. Contractual services also include landscape maintenance, cul-de-sac plowing and downtown snow removal.

Funding for maintenance activities in the downtown area is budgeted as part of a trial period to develop and refine a maintenance program that is congruent with the recent physical improvements in that area. The program will provide a different level of service than other parts of the community. Upon conclusion of the trial period, alternate funding mechanisms should be explored to have better alignment with the benefits received in this area.

ACCOUNT 43309 MATERIALS - \$21,950 - This line item is for in-house projects which utilize materials such as stone, asphalt, paint, mulch and seed. In addition, drainage problems

continually need to be addressed throughout the Village and require materials such as pipe, manhole parts, gravel, and various types of stone.

ACCOUNT 43320 TOOLS, EQUIPMENT AND SUPPLIES - \$42,750– This account covers the costs for the day-to-day tools and supplies. Funds are provided for typical hand tools, concrete saw parts, tree trimming supplies, and equipment for playground repairs.

ACCOUNT 43366 SIGN PROGRAM - \$50,000 - The expenses under this item include the purchase of posts and signs for public rights of way. With the use of the computerized sign-making equipment, Public Works staff can make and customize signs for the Village. The materials for sign blanks and the backing materials are included in this expenditure.

### **GENERAL SERVICES - MAINTENANCE (\$779,100)**

ACCOUNT 44402 TREE PLANTING - \$9,300 - Expenses under this item include seasonal plant displays, as well as replacement plants and trees on public properties, including parkway trees. Finally, this line item provides for the 50/50 parkway tree program. The allocated funds will not completely satisfy the current waiting list of tree replacements due to the emerald ash borer infestation. The 50/50 tree program only covers the situation where a property owner wants an additional parkway tree. Any existing parkway tree that dies will be replaced 100% by the Village.

ACCOUNT 44420 VEHICLE MAINTENANCE - \$285,000 - This item covers maintenance of all machinery and apparatus that are driven or towed, including trucks, vans, tractors, cars, riding mowers, or anything mounted to those pieces such as snowplows or salt spreaders.

ACCOUNT 44421 EQUIPMENT MAINTENANCE - \$238,000 - The equipment maintenance line item represents expenses that are preformed or coordinated through Internal Services.

ACCOUNT 44423 BUILDING MAINTENANCE - \$183,000 – The building services maintenance line item represents expenses that are preformed or coordinated through Internal Services.

ACCOUNT 44427 CURB AND SIDEWALK PROGRAM - \$6,000 - This item includes funding for sidewalk inspection, ADA compliance and repair for damaged sidewalks. Additional curb and sidewalk material costs are covered under the MFT Fund to reduce these expenditures in the General Fund.

ACCOUNT 44428 STREET MAINTENANCE- \$12,000 – This item includes crack filling for road surface preservation and thermoplastic roadway striping.

ACCOUNT 44429 STREET LIGHT MAINTENANCE - \$6,000 - This line item covers the in-house maintenance of the Village-owned streetlights, poles, and fixtures.

ACCOUNT 44430 TRAFFIC SIGNAL MAINTENANCE - \$26,500 - These are set costs for the Village's share of existing traffic signals shared with IDOT.

ACCOUNT 44431 STORM SEWER MAINTENANCE - \$11,700 – This provides for pipe and manhole parts for the utilities team.

**GENERAL SERVICES - CAPITAL EXPENDITURES (\$362,500)**

Expenditures include a telehandler to replace a skid steer and manage road side brush, a hot box for pavement patching, and a new vehicle to replace the 1998 International 4900 5-yard dump truck with wing.

**GENERAL SERVICES – TRANSFERS (\$158,400) AND OTHER CHARGES (\$41,300)**

This line item is primarily used for uniform and safety items along with a modest amount budgeted for training.

ACCOUNT 48005 TRANSFER TO POOL - \$158,400 - This item includes the funds necessary to cover the balance of expenditures for the Lions-Armstrong Memorial Pool not covered by pool revenues. The transfer amount is more than the current fiscal year due to increased maintenance costs.

ACCOUNT 47740 TRAVEL TRAINING & DUES - \$21,000 AND ACCOUNT 47760 UNIFORM & SAFETY - \$17,900 these items are critical to personnel for strategic planning, training, safety equipment, and procedures for the correct and safe operation of equipment.

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**PUBLIC WORKS DEPARTMENT SUMMARY (\$5,235,400)**

The divisions of the Public Works Department covered in the General Fund—

1) Public Works Administration, 2) General Services—together make up 23% of the General Fund Budget, 2% and 21%, respectively.

Unlike the Police Department where personnel costs consist of 84% of the department's budget, the expenditures for these divisions of Public Works usually require more capital investment of materials and equipment to assist in the physical improvement of streets and parks, including the upkeep and maintenance of the Village's public infrastructure, such as public buildings, grounds, and municipal vehicles. The budget for these divisions includes a decrease in the number employees and is committed to the continued increased efficiency and high quality of maintenance as performed over the past several years with the purchase of strategic equipment to assist existing personnel with efficient execution of their responsibilities.

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**MULTI-DEPARTMENTAL EXPENDITURES (\$3,928,600)**

Multi-Departmental expenses are those that cross over to all departments and divisions of the Village. The professional services for employee assistance and computer network improvements are included in the Multi-Departmental expenses. Multiple major computer software improvements (\$264,600) that cross over to all departments are covered in Account 43333. The annual insurance premium for the General Fund is in Account 42236 (\$629,000). \$15,000 is budgeted for an employee wellness initiatives and Village-wide training. And transfers to the Street Improvement Fund (\$3,000,000) is reflected here.

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## **GENERAL FUND BUDGET SUMMARY**

The General Fund is the major operating fund for the Village, and it has retained a sound financial base. Maintaining a sufficient cash reserve is essential to the solid financial operation of any Village will be maintained in this fiscal year by full implementation of this proposed budget and maintained revenue projections. Staff feels this proposed budget attempts to implement many of the goals established by the Village Board. The quality of the development and services in the Village is accomplished by all employees and elected officials involved with the decision-making process. The projected expenditures outlined in this General Fund not only maintain the current service delivery level to all of our residents but hopefully go further to accomplish goals of improved quality standards desired and expected in this village. The projected revenues and expenditures are conservative, yet realistic, and the implementation of the budget is results-based for effective and efficient services for our residents

Improving municipal services by budgeting for outcomes is a commitment that has been made in recent budgets, and it is hoped that elected officials and the public can recognize the progress made in serving the public interest over the past years through careful implementation of the Village's budget. This progress and momentum are being built on in this proposed budget so that the Village can provide yet a higher level of service in future years.

## General Fund

## Revenues

|   |       |                                   | FY 16/17<br>Actual | FY 17/18<br>Actual | FY 18/19<br>Actual | FY 19/20<br>Q2  | FY 19/20<br>Budget | FY 20/21<br>Budget |
|---|-------|-----------------------------------|--------------------|--------------------|--------------------|-----------------|--------------------|--------------------|
| <b>Sales Tax</b>                              |       |                                   |                    |                    |                    |                 |                    |                    |
| 01000500                                      | 31010 | Sales Tax                         | \$ 7,704,132.83    | \$ 7,733,393.88    | \$ 7,618,629.89    | \$ 3,697,301.69 | \$ 7,750,000.00    | \$ 7,500,000.00    |
| <b>Subtotal</b>                               |       |                                   | \$ 7,704,132.83    | \$ 7,733,393.88    | \$ 7,618,629.89    | \$ 3,697,301.69 | \$ 7,750,000.00    | \$ 7,500,000.00    |
| <b>Income Tax</b>                             |       |                                   |                    |                    |                    |                 |                    |                    |
| 01000500                                      | 31020 | Income Tax                        | \$ 3,579,608.55    | \$ 3,519,185.48    | \$ 3,846,671.12    | \$ 2,246,555.10 | \$ 3,675,000.00    | \$ 4,175,000.00    |
| 01000500                                      | 31590 | State Replacement Tax – Twp.      | 7,236.21           | 3,111.47           | 2,231.27           | 7,911.19        | 5,000.00           | 5,000.00           |
| 01000500                                      | 31591 | State Replacement Tax – State     | 58,557.25          | 54,470.60          | 49,260.92          | 39,060.84       | 54,000.00          | 60,000.00          |
| <b>Subtotal</b>                               |       |                                   | \$ 3,645,402.01    | \$ 3,576,767.55    | \$ 3,898,163.31    | \$ 2,293,527.13 | \$ 3,734,000.00    | \$ 4,240,000.00    |
| <b>Community Development Fees</b>             |       |                                   |                    |                    |                    |                 |                    |                    |
| 01000100                                      | 32070 | Planning/Zoning/Annex.            | \$ 9,979.50        | \$ 38,752.60       | \$ 12,110.00       | \$ 4,120.00     | \$ 10,000.00       | \$ 10,000.00       |
| 01000100                                      | 32100 | Building Permits                  | 419,176.40         | 594,154.99         | 462,565.00         | 256,957.00      | 440,000.00         | 400,000.00         |
| 01000100                                      | 32101 | Site Development Fee              | 990.00             | 4,026.00           | 660.00             | 2,520.00        | 1,000.00           | 1,000.00           |
| 01000100                                      | 32102 | Public Art Impact Fee             | 1,270.00           | 2,320.80           | 2,207.00           | 750.00          | 2,000.00           | 2,000.00           |
| 01000100                                      | 34105 | Platting Fees                     | -                  | -                  | 21,670.00          | 10,600.00       | 2,000.00           | 10,000.00          |
| 01000100                                      | 32110 | Outsourced Services Fees          | 29,278.65          | 26,387.60          | 36,710.00          | 14,401.25       | 25,000.00          | 25,000.00          |
| 01000100                                      | 35012 | Building Permit Fines             | 20,720.00          | 23,695.00          | 23,269.00          | 15,630.00       | 20,000.00          | 20,000.00          |
| <b>Subtotal</b>                               |       |                                   | \$ 481,414.55      | \$ 689,336.99      | \$ 559,191.00      | \$ 304,978.25   | \$ 500,000.00      | \$ 468,000.00      |
| <b>Police/Court Fines</b>                     |       |                                   |                    |                    |                    |                 |                    |                    |
| 01000200                                      | 34020 | Police Accident Reports           | \$ 4,527.00        | \$ 5,689.00        | \$ 6,523.00        | \$ 2,902.00     | \$ 5,000.00        | \$ 6,000.00        |
| 01000200                                      | 34025 | Police Training Reimbursement     | -                  | -                  | 372.36             | -               | -                  | -                  |
| 01000200                                      | 34018 | Truck Weight Permit               | 8,450.00           | 12,450.00          | 5,550.00           | 7,750.00        | 10,000.00          | 10,000.00          |
| 01000200                                      | 35050 | Police Fines                      | 29,210.05          | 9,573.48           | 1,269.98           | 2,817.30        | 8,000.00           | 8,000.00           |
| 01000200                                      | 35053 | Municipal Court - Police Fines    | 94,751.62          | 89,662.09          | 63,666.32          | 24,716.46       | 87,000.00          | 80,000.00          |
| 01000200                                      | 35060 | County-DUI Fines                  | 9,548.00           | 14,918.14          | 13,650.86          | 9,715.24        | 12,000.00          | 12,000.00          |
| 01000200                                      | 35062 | County Court Fines                | 157,059.61         | 156,894.34         | 121,677.14         | 60,893.79       | 150,000.00         | 120,000.00         |
| 01000200                                      | 35063 | County Drug Fines                 | 877.50             | 377.50             | 865.40             | 562.50          | 500.00             | 500.00             |
| 01000200                                      | 35064 | County Prosecution Fees           | 15,646.12          | 14,220.70          | 10,971.65          | 3,414.28        | 15,000.00          | 14,000.00          |
| 01000200                                      | 35065 | County Vehicle Fines              | 10,406.99          | 8,584.92           | 6,815.11           | 2,210.00        | 10,000.00          | 8,000.00           |
| 01000200                                      | 35066 | County Electronic Citation Fee    | 1,364.46           | 1,276.00           | 1,014.71           | 744.00          | 1,000.00           | 1,000.00           |
| 01000200                                      | 35067 | County Warrant Execution          | 1,610.00           | 1,690.00           | 980.00             | 420.00          | 1,500.00           | 1,500.00           |
| 01000200                                      | 35068 | County Auto Expungement           | 20.00              | 75.00              | -                  | -               | -                  | -                  |
| 01000200                                      | 35085 | Administrative Towing & Storage   | 44,528.00          | 34,033.80          | 41,245.00          | 21,298.50       | 35,000.00          | 40,000.00          |
| 01000200                                      | 35090 | Traffic Light Enforcement         | 30,060.89          | 13,902.42          | 4,764.48           | 6,190.88        | -                  | -                  |
| 01000100                                      | 35095 | Municipal Court                   | 9,033.00           | 5,786.00           | 17,390.00          | 1,405.50        | 10,000.00          | 9,000.00           |
| <b>Subtotal</b>                               |       |                                   | \$ 417,093.24      | \$ 369,133.39      | \$ 296,756.01      | \$ 145,040.45   | \$ 345,000.00      | \$ 310,000.00      |
| <b>Franchise &amp; Telecommunication Fees</b> |       |                                   |                    |                    |                    |                 |                    |                    |
| 01000500                                      | 31180 | Cable Franchise                   | \$ 547,682.82      | \$ 531,436.38      | \$ 513,038.45      | \$ 251,646.87   | \$ 510,000.00      | \$ 500,000.00      |
| 01000500                                      | 31190 | Telecommunications Tax            | 120,449.98         | 108,057.91         | 101,538.92         | 46,954.73       | 100,000.00         | 76,500.00          |
| <b>Subtotal</b>                               |       |                                   | \$ 668,132.80      | \$ 639,494.29      | \$ 614,577.37      | \$ 298,601.60   | \$ 610,000.00      | \$ 576,500.00      |
| <b>Real Estate Taxes</b>                      |       |                                   |                    |                    |                    |                 |                    |                    |
| 01000500                                      | 31500 | Real Estate Tax General           | \$ 661,457.26      | \$ -               | \$ -               | \$ -            | \$ -               | \$ -               |
| 01000500                                      | 31510 | Real Estate Tax Police            | 1,750,264.62       | 2,425,614.74       | 2,403,423.23       | 2,392,445.44    | 2,415,000.00       | 2,420,000.00       |
| 01000500                                      | 31520 | Real Estate Tax IMRF              | 398,464.56         | 399,276.19         | 300,428.82         | 297,196.22      | 300,000.00         | 300,000.00         |
| 01000500                                      | 31530 | Real Estate Tax R&B               | 395,102.81         | 393,765.10         | 379,818.54         | 405,358.07      | 380,000.00         | 400,000.00         |
| 01000500                                      | 31550 | Real Estate School Crossing       | 17,927.86          | 14,974.53          | 15,025.85          | -               | -                  | -                  |
| 01000500                                      | 31560 | Real Estate Tax - Insurance       | 498,080.72         | 299,457.14         | 440,623.31         | 445,794.31      | 450,000.00         | 400,000.00         |
| 01000500                                      | 31570 | Real Estate Tax FICA              | 547,892.77         | 549,004.75         | 450,643.41         | 445,794.31      | 450,000.00         | 412,000.00         |
| 01000500                                      | 31575 | Real Estate Tax ESDA              | 4,984.41           | 4,994.36           | 5,005.74           | -               | -                  | -                  |
| 01000500                                      | 31580 | Real Estate Tax Police Pension    | 1,829,959.15       | 1,896,570.41       | 1,992,833.93       | 1,966,466.73    | 1,985,000.00       | 2,068,000.00       |
| <b>Subtotal</b>                               |       |                                   | \$ 6,104,134.16    | \$ 5,983,657.22    | \$ 5,987,802.83    | \$ 5,953,055.08 | \$ 5,980,000.00    | \$ 6,000,000.00    |
| <b>Donations</b>                              |       |                                   |                    |                    |                    |                 |                    |                    |
| 01001100                                      | 33025 | Donations - Recreation            | \$ 2,115.85        | \$ 3,596.57        | \$ 6,373.33        | \$ 1,710.00     | \$ 4,000.00        | \$ 4,000.00        |
| 01000100                                      | 33030 | Donations-Operating-General Govt. | 57,105.50          | 69,046.88          | 30,669.59          | 44,571.23       | 50,000.00          | 50,000.00          |
| 01000200                                      | 33031 | Donations-Operating-Public Safety | 49,425.66          | 21,048.39          | 23,921.08          | 20,890.73       | 23,000.00          | 25,000.00          |
| 01000300                                      | 33032 | Donations-Operating-Public Works  | 12,056.78          | 9,022.87           | 6,282.60           | 21,408.34       | 10,000.00          | 10,000.00          |
| 01000300                                      | 33052 | Donations-Capital-Public Works    | 4,902.96           | -                  | 13,853.42          | -               | -                  | -                  |
| 01000100                                      | 33100 | Donation-Makeup Tax               | 48,947.03          | 40,918.40          | 47,111.43          | 24,940.72       | 45,000.00          | 45,000.00          |
| <b>Subtotal</b>                               |       |                                   | \$ 174,553.78      | \$ 143,633.11      | \$ 128,211.45      | \$ 113,521.02   | \$ 132,000.00      | \$ 134,000.00      |

## General Fund

## Revenues

|                                    |       |  | FY 16/17<br>Actual | FY 17/18<br>Actual | FY 18/19<br>Actual | FY 19/20<br>Q2   | FY 19/20<br>Budget | FY 20/21<br>Budget |
|------------------------------------|-------|--|--------------------|--------------------|--------------------|------------------|--------------------|--------------------|
| <b>Grants</b>                      |       |  |                    |                    |                    |                  |                    |                    |
| 01000100                           | 33230 | Grants-Operating Gen. Gov.             | \$ -               | \$ -               | \$ -               | \$ -             | \$ -               | \$ -               |
| 01000200                           | 33231 | Grants-Operating Public Safety         | 32,496.10          | 7,028.61           | 24,940.85          | 11,098.76        | -                  | -                  |
| 01000300                           | 33232 | Grants-Operating Public Works          | 37,500.00          | 11,941.00          | -                  | -                | -                  | -                  |
| <b>Subtotal</b>                    |       |  | \$ 69,996.10       | \$ 18,969.61       | \$ 24,940.85       | \$ 11,098.76     | \$ -               | \$ -               |
| <b>Interest</b>                    |       |  |                    |                    |                    |                  |                    |                    |
| 01000500                           | 36001 | Interest                               | \$ 506.34          | \$ 713.40          | \$ 738.59          | \$ 515.32        | \$ 1,250.00        | \$ 1,000.00        |
| 01000500                           | 36002 | Interest - Insurance                   | 78.92              | 39.62              | 39.50              | 45.30            | 50.00              | 100.00             |
| 01000500                           | 36020 | Interest - LGIP                        | 44,094.11          | 87,914.07          | 182,943.16         | 88,085.30        | 150,700.00         | 150,000.00         |
| 01000500                           | 36050 | Investment Income - Fixed Income       | 28,593.82          | 43,617.99          | 126,930.83         | 46,872.67        | 75,000.00          | 75,000.00          |
| <b>Subtotal</b>                    |       |  | \$ 73,273.19       | \$ 132,285.08      | \$ 310,652.08      | \$ 135,518.59    | \$ 227,000.00      | \$ 226,100.00      |
| <b>Other</b>                       |       |  |                    |                    |                    |                  |                    |                    |
| 01000100                           | 32080 | Liquor Licenses                        | \$ 129,034.25      | \$ 112,624.00      | \$ 116,425.00      | \$ 127,146.00    | \$ 115,000.00      | \$ 115,000.00      |
| 01000100                           | 32085 | Licenses                               | 63,983.12          | 67,774.25          | 72,180.75          | 2,850.00         | 65,000.00          | 65,000.00          |
| 01000100                           | 33008 | Intergovernmental - General Government | 25,288.00          | 79,232.00          | 67,399.00          | 25,230.00        | 50,000.00          | 50,000.00          |
| 01000200                           | 33010 | Intergovernmental - Police             | 107,673.64         | 107,864.53         | 144,340.35         | 29,614.27        | 105,000.00         | 110,000.00         |
| 01000300                           | 33012 | Intergovernmental - Public Works       | 680.00             | 580.00             | -                  | -                | 500.00             | 500.00             |
| 01000100                           | 34010 | Historical Commission                  | 950.00             | 1,700.00           | 150.00             | 120.00           | 500.00             | 500.00             |
| 01000100                           | 34012 | Reports/Maps/Ordinances                | 721.00             | 632.80             | 323.00             | 86.00            | 500.00             | 500.00             |
| 01000100                           | 34100 | Rental Income                          | 79,610.33          | 67,396.47          | 72,078.34          | 45,637.96        | 41,000.00          | 80,800.00          |
| 01000100                           | 34101 | Facility Rental Fees                   | 6,435.00           | 6,140.00           | 5,260.00           | 766.00           | 5,000.00           | 5,000.00           |
| 01000300                           | 34102 | Park Rental Fees                       | 10,105.25          | 7,109.25           | 5,891.75           | 5,295.00         | 8,000.00           | 8,000.00           |
| 01000300                           | 34230 | Signage Billings                       | 752.52             | 100.75             | -                  | -                | 200.00             | -                  |
| 01000100                           | 34410 | Recreation Programs                    | 106,611.76         | 91,143.75          | 90,172.38          | 48,947.53        | 103,000.00         | 99,000.00          |
| 01000100                           | 34720 | Administrative Fees                    | 230.00             | 140.00             | 5.00               | -                | 100.00             | 100.00             |
| 01000200                           | 35080 | Forfeited Funds                        | 1,075.76           | -                  | -                  | -                | -                  | -                  |
| 01000200                           | 37100 | Restitution - Public Safety            | 254.37             | 1,396.25           | 4,411.39           | 1,081.29         | 500.00             | 500.00             |
| 01000300                           | 37100 | Restitution - Public Works             | 22,459.69          | 25,390.42          | (1,874.07)         | 6,547.35         | 15,000.00          | 15,000.00          |
| 01000500                           | 37110 | Insurance Claims                       | 52,995.39          | 35,726.72          | 31,270.04          | 12,178.38        | -                  | -                  |
| 01000500                           | 37900 | Miscellaneous Revenue                  | 544.00             | 3,337.51           | 2,495.00           | -                | 500.00             | 500.00             |
| 01000500                           | 37902 | IPBC - Change in Terminal Reserve      | 66,974.00          | 24,662.00          | 11,483.00          | -                | -                  | -                  |
| 01000100                           | 37905 | Sale of Surplus Property               | 26,139.89          | 57,444.04          | 13,094.48          | 53,729.81        | 30,200.00          | 30,000.00          |
| 01000500                           | 38016 | Transfer from Special Revenue-Hotel    | 35,000.00          | 35,000.00          | 35,000.00          | -                | 35,000.00          | 35,000.00          |
| <b>Subtotal</b>                    |       |  | \$ 737,517.97      | \$ 725,394.74      | \$ 670,105.41      | \$ 359,229.59    | \$ 575,000.00      | \$ 615,400.00      |
|                                    |       |  |                    |                    |                    |                  |                    |                    |
| <b>General Fund Total</b>          |       |  | \$ 20,075,650.63   | \$ 20,012,065.86   | \$ 20,109,030.20   | \$ 13,311,872.16 | \$ 19,853,000.00   | \$ 20,070,000.00   |
| <b>Transfers from Fund Balance</b> |       |  |                    |                    |                    |                  |                    |                    |
|                                    |       | Public Art Fund                        |                    |                    |                    |                  | \$ 5,000.00        | \$ 25,000.00       |
|                                    |       | Vehicle Replacement Fund               |                    |                    |                    |                  | \$ 27,500.00       | \$ 275,000.00      |
|                                    |       | Liability Insurance Fund               |                    |                    |                    |                  | \$ -               | \$ 219,000.00      |
|                                    |       | Cash and Investments                   |                    |                    |                    |                  | \$ 3,000,000.00    | \$ 3,000,000.00    |
| <b>FY 20/21 Total</b>              |       |  |                    |                    |                    |                  | \$ 22,885,500.00   | \$ 23,589,000.00   |



## General Services Administration Department

## Expenditures

|  |       |                                 | FY 16/17<br>Actual | FY 17/18<br>Actual | FY 18/19<br>Actual | FY 19/20<br>Q2 YTD | FY 19/20<br>Budget | FY 20/21<br>Dept. | FY 20/21<br>Manager | FY 20/21<br>Budget |
|--|-------|---------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|---------------------|--------------------|
| <b>Personnel</b>                             |       |                                 |                    |                    |                    |                    |                    |                   |                     |                    |
| 01100100                                     | 41103 | IMRF                            | \$ 106,253.99      | \$ 106,384.87      | \$ 99,370.98       | \$ 47,116.53       | \$ 103,000.00      | \$ 127,000.00     | \$ 132,000.00       | \$ -               |
| 01100100                                     | 41104 | FICA                            | 73,824.11          | 74,437.71          | 74,225.61          | 38,716.78          | 85,000.00          | 88,500.00         | 91,500.00           | -                  |
| 01100100                                     | 41105 | Unemployment Tax                | 1,565.42           | 1,368.88           | 1,347.09           | 236.51             | 2,000.00           | 2,000.00          | 2,100.00            | -                  |
| 01100100                                     | 41106 | Health Insurance                | 156,421.04         | 151,033.47         | 148,963.22         | 72,496.98          | 155,000.00         | 140,000.00        | 145,000.00          | -                  |
| 01100100                                     | 41110 | Salaries                        | 964,948.10         | 973,609.28         | 970,167.98         | 503,541.45         | 1,028,000.00       | 1,131,000.00      | 1,174,000.00        | -                  |
| 01101100                                     | 41113 | Salary - Recreation Instructors | 10,564.74          | 6,343.42           | 4,424.51           | 1,144.09           | 12,000.00          | 10,000.00         | 10,000.00           | -                  |
| 01100100                                     | 41130 | Salary - Elected Officials      | 57,000.00          | 57,000.00          | 57,000.00          | 28,500.00          | 57,000.00          | 57,000.00         | 57,000.00           | -                  |
| 01100100                                     | 41140 | Overtime                        | 1,760.52           | 2,061.04           | 1,922.16           | 1,978.88           | 3,000.00           | 3,000.00          | 2,500.00            | -                  |
| <b>Subtotal</b>                              |       |                                 | \$ 1,372,337.92    | \$ 1,372,238.67    | \$ 1,357,421.55    | \$ 693,731.22      | \$ 1,445,000.00    | \$ 1,558,500.00   | \$ 1,614,100.00     | \$ -               |
| <b>Contractual Services</b>                  |       |                                 |                    |                    |                    |                    |                    |                   |                     |                    |
| 01100100                                     | 42210 | Telephone                       | \$ 17,681.56       | \$ 19,068.22       | \$ 21,028.50       | \$ 9,271.07        | \$ 20,800.00       | \$ 21,600.00      | \$ 21,600.00        | \$ -               |
| 01100100                                     | 42225 | Bank Processing Fees            | -                  | -                  | 176.38             | 356.10             | 300.00             | 800.00            | 800.00              | -                  |
| 01100100                                     | 42228 | Investment Management           | 4,094.00           | 4,119.00           | 4,931.00           | 2,690.00           | 5,000.00           | 5,500.00          | 5,500.00            | -                  |
| 01100100                                     | 42230 | Legal Services                  | 56,892.28          | 50,406.92          | 49,081.25          | 13,080.73          | 50,000.00          | 50,000.00         | 50,000.00           | -                  |
| 01100100                                     | 42231 | Audit Services                  | 26,060.10          | 26,581.61          | 27,057.25          | 28,162.46          | 29,800.00          | 28,800.00         | 29,300.00           | -                  |
| 01100100                                     | 42234 | Professional Services           | 38,756.62          | 45,669.02          | 46,891.57          | 30,397.07          | 100,500.00         | 144,000.00        | 154,000.00          | -                  |
| 01100100                                     | 42242 | Publications                    | 2,556.16           | 2,305.71           | 2,480.00           | 516.73             | 2,200.00           | 2,600.00          | 2,600.00            | -                  |
| 01100100                                     | 42243 | Printing & Advertising          | 6,616.03           | 4,403.83           | 4,663.85           | 2,872.22           | 6,500.00           | 5,500.00          | 5,500.00            | -                  |
| 01100100                                     | 42245 | Village Communications          | 11,219.38          | 14,294.19          | 13,195.67          | 3,549.07           | 16,000.00          | 16,000.00         | 36,000.00           | -                  |
| 01100100                                     | 42260 | Physicals & Screenings          | 60.00              | 90.00              | 35.00              | 35.00              | -                  | -                 | -                   | -                  |
| 01100100                                     | 42272 | Lease Payments                  | 5,549.04           | 5,820.07           | 5,767.63           | 3,488.65           | 6,100.00           | 10,700.00         | 10,700.00           | -                  |
| 01100100                                     | 42305 | Municipal Court                 | 5,651.59           | 5,927.51           | 6,080.67           | 2,485.01           | 7,000.00           | 7,000.00          | 7,000.00            | -                  |
| <b>Subtotal</b>                              |       |                                 | \$ 175,136.76      | \$ 178,686.08      | \$ 181,388.77      | \$ 96,904.11       | \$ 244,200.00      | \$ 292,500.00     | \$ 323,000.00       | \$ -               |
| <b>Supplies &amp; Materials</b>              |       |                                 |                    |                    |                    |                    |                    |                   |                     |                    |
| 01100100                                     | 43308 | Office Supplies                 | \$ 6,294.51        | \$ 7,449.92        | \$ 7,031.72        | \$ 1,974.35        | \$ 7,600.00        | \$ 7,500.00       | \$ 7,500.00         | \$ -               |
| 01100100                                     | 43317 | Postage                         | 6,996.76           | 7,041.37           | 7,069.63           | 987.19             | 12,000.00          | 10,000.00         | 10,000.00           | -                  |
| 01100100                                     | 43320 | Tools, Equipment & Supplies     | 73.99              | 268.63             | -                  | 55.00              | 500.00             | 500.00            | 500.00              | -                  |
| 01100100                                     | 43332 | Office Furniture & Equipment    | 1,100.00           | 64.31              | 3,722.10           | -                  | 1,000.00           | 1,000.00          | 1,000.00            | -                  |
| 01100100                                     | 43333 | IT Equipment                    | 12,014.57          | 9,977.22           | 22,457.49          | 16,952.74          | 17,900.00          | 25,500.00         | 22,400.00           | -                  |
| 01100100                                     | 43340 | Fuel                            | 586.40             | 576.16             | 789.98             | 197.58             | 400.00             | 500.00            | 500.00              | -                  |
| <b>Subtotal</b>                              |       |                                 | \$ 27,066.23       | \$ 25,377.61       | \$ 41,070.92       | \$ 20,166.86       | \$ 39,400.00       | \$ 45,000.00      | \$ 41,900.00        | \$ -               |
| <b>Maintenance</b>                           |       |                                 |                    |                    |                    |                    |                    |                   |                     |                    |
| 01100100                                     | 44420 | Vehicle Maintenance (S)         | \$ 3,744.69        | \$ 3,418.55        | \$ 3,624.09        | \$ 1,160.94        | \$ 4,000.00        | \$ 5,000.00       | \$ 5,000.00         | \$ -               |
| 01100100                                     | 44423 | Building Services (S)           | 116,497.28         | 110,682.44         | 116,500.10         | 49,894.76          | 112,000.00         | 113,000.00        | 113,000.00          | -                  |
| 01100100                                     | 44426 | Office Equipment Maintenance    | 3,795.00           | 3,039.25           | 3,598.67           | 1,309.86           | 4,000.00           | 4,000.00          | 4,000.00            | -                  |
| <b>Subtotal</b>                              |       |                                 | \$ 124,036.97      | \$ 117,140.24      | \$ 123,722.86      | \$ 52,365.56       | \$ 120,000.00      | \$ 122,000.00     | \$ 122,000.00       | \$ -               |
| <b>Capital Expenditures</b>                  |       |                                 |                    |                    |                    |                    |                    |                   |                     |                    |
| 01100100                                     | 45595 | Land Acquisition                | \$ -               | \$ -               | \$ -               | \$ -               | \$ -               | \$ -              | \$ -                | \$ -               |
| 01100100                                     | 45590 | Capital Purchase                | -                  | -                  | 56,000.00          | -                  | 66,500.00          | -                 | -                   | -                  |
| 01100100                                     | 45593 | Capital Improvements            | 39,688.73          | -                  | -                  | -                  | -                  | -                 | -                   | -                  |
| 01100100                                     | 45597 | Capital Lease Payments          | -                  | -                  | -                  | -                  | 9,000.00           | -                 | -                   | -                  |
| <b>Subtotal</b>                              |       |                                 | \$ 39,688.73       | \$ -               | \$ 56,000.00       | \$ -               | \$ 75,500.00       | \$ -              | \$ -                | \$ -               |
| <b>Transfers</b>                             |       |                                 |                    |                    |                    |                    |                    |                   |                     |                    |
| 01100500                                     | 48002 | Transfer to Cemetery            | \$ -               | \$ -               | \$ 250.00          | \$ -               | \$ -               | \$ -              | \$ -                | \$ -               |
| <b>Subtotal</b>                              |       |                                 | \$ -               | \$ -               | \$ 250.00          | \$ -               | \$ -               | \$ -              | \$ -                | \$ -               |
| <b>Other Charges</b>                         |       |                                 |                    |                    |                    |                    |                    |                   |                     |                    |
| 01101100                                     | 47701 | Recreation Programs             | \$ 125,748.67      | \$ 118,221.58      | \$ 112,714.81      | \$ 47,522.29       | \$ 152,000.00      | \$ 154,500.00     | \$ 154,500.00       | \$ -               |
| 01100100                                     | 47740 | Travel/Training/Dues            | 24,341.65          | 27,497.42          | 25,756.37          | 10,182.54          | 36,650.00          | 37,000.00         | 37,000.00           | -                  |
| 01100100                                     | 47741 | Elected Officials - Expenses    | 1,086.07           | 1,040.13           | 1,228.66           | 263.00             | 1,000.00           | 1,500.00          | 1,500.00            | -                  |
| 01100100                                     | 47743 | Environmental Programs          | 396.46             | 803.36             | 2.47               | -                  | 500.00             | 500.00            | 500.00              | -                  |
| 01100100                                     | 47745 | President's Expenses            | 746.33             | 353.00             | 312.00             | 173.00             | 1,000.00           | 1,000.00          | 1,000.00            | -                  |
| 01100100                                     | 47750 | Historic Commission             | 2,153.58           | 2,711.08           | 1,392.22           | -                  | 3,600.00           | 2,300.00          | 2,300.00            | -                  |
| 01100100                                     | 47760 | Uniforms & Safety Items         | 856.55             | -                  | 558.50             | -                  | 1,000.00           | 500.00            | 500.00              | -                  |
| 01100100                                     | 47765 | Sales Tax Rebate Expense        | 52,470.20          | -                  | 123,131.23         | 49,455.77          | 250,000.00         | 250,000.00        | 250,000.00          | -                  |
| 01100600                                     | 47790 | Interest Expense                | 524.48             | 478.40             | 309.66             | 137.90             | 150.00             | 2,700.00          | 2,700.00            | -                  |
| <b>Subtotal</b>                              |       |                                 | \$ 208,323.99      | \$ 151,104.97      | \$ 265,405.92      | \$ 107,734.50      | \$ 445,900.00      | \$ 450,000.00     | \$ 450,000.00       | \$ -               |
| <b>General Services Administration Total</b> |       |                                 | \$ 1,946,590.60    | \$ 1,844,547.57    | \$ 2,025,260.02    | \$ 970,902.25      | \$ 2,370,000.00    | \$ 2,468,000.00   | \$ 2,551,000.00     | \$ -               |
|  |       |                                 |                    |                    |                    |                    |                    |                   |                     |                    |
|  |       |                                 |                    |                    |                    |                    |                    |                   |                     |                    |

(S) indicates those line items that reimburse the Internal Service Funds. Grounds Maintenance is now covered under Building Services.

# Police Department

## Expenditures

|   |       |                               | FY 16/17<br>Actual | FY 17/18<br>Actual | FY 18/19<br>Actual | FY 19/20<br>Q2 YTD | FY 19/20<br>Budget | FY 20/21<br>Dept. | FY 20/21<br>Manager | FY 20/21<br>Budget |
|---|-------|-------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|---------------------|--------------------|
| Personnel   |       |                               |                    |                    |                    |                    |                    |                   |                     |                    |
| 01200200  | 41103 | IMRF                          | \$ 54,765.61       | \$ 52,366.96       | \$ 45,362.84       | \$ 18,430.24       | \$ 56,000.00       | \$ 49,000.00      | \$ 50,000.00        | \$ -               |
| 01200200  | 41104 | FICA                          | 365,013.31         | 366,373.49         | 376,628.99         | 196,318.98         | 383,000.00         | 415,000.00        | 415,000.00          | -                  |
| 01200200  | 41105 | Unemployment Tax              | 6,124.06           | 5,360.91           | 6,090.28           | 459.46             | 6,500.00           | 6,500.00          | 6,500.00            | -                  |
| 01200200  | 41106 | Health Insurance              | 615,982.70         | 618,429.74         | 612,076.44         | \$ 305,117.12      | 643,000.00         | 686,000.00        | 700,000.00          | -                  |
| 01200200  | 41110 | Salaries                      | 492,380.53         | 473,206.20         | 431,657.98         | 208,101.71         | 483,000.00         | 412,000.00        | 412,000.00          | -                  |
| 01200200  | 41120 | Salary-Sworn Officers         | 4,217,321.25       | 4,176,519.43       | 4,338,913.51       | 2,278,396.87       | 4,240,000.00       | 4,715,000.00      | 4,715,000.00        | -                  |
| 01200200  | 41122 | Salary - Crossing Guards      | 16,509.38          | 14,809.38          | 15,862.50          | 6,728.13           | 17,500.00          | 17,500.00         | 17,500.00           | -                  |
| 01200200  | 41140 | Overtime                      | 208,480.53         | 250,265.25         | 282,817.76         | 151,065.79         | 250,000.00         | 260,000.00        | 260,000.00          | -                  |
| 01200200  | 41102 | Pension Contribution Expense  | 1,837,000.00       | 1,900,000.00       | 1,992,833.93       | 1,966,466.73       | 1,990,000.00       | 2,068,000.00      | 2,068,000.00        | -                  |
| Subtotal  |       |                               | \$ 7,813,577.37    | \$ 7,857,331.36    | \$ 8,102,244.23    | \$ 5,131,085.03    | \$ 8,069,000.00    | \$ 8,629,000.00   | \$ 8,644,000.00     | \$ -               |
| Contractual Services  |       |                               |                    |                    |                    |                    |                    |                   |                     |                    |
| 01200200  | 42210 | Telephone                     | \$ 28,856.99       | \$ 29,998.91       | \$ 31,979.17       | \$ 14,824.62       | \$ 31,500.00       | \$ 33,780.00      | \$ 33,800.00        | \$ -               |
| 01200200  | 42211 | Natural Gas                   | -                  | -                  | -                  | -                  | 1,000.00           | 100.00            | -                   | -                  |
| 01200200  | 42212 | Electric                      | 577.78             | 559.13             | 504.92             | 132.98             | 600.00             | 600.00            | 600.00              | -                  |
| 01200200  | 42215 | Repeater Lines                | 58,110.81          | 52,990.46          | 52,990.37          | 22,079.32          | 58,000.00          | 8,400.00          | 31,400.00           | -                  |
| 01200201  | 42225 | Bank Processing Fees          | 126.72             | 126.77             | 232.39             | 241.82             | 200.00             | 600.00            | 600.00              | -                  |
| 01200200  | 42230 | Legal Services                | 111,885.85         | 122,145.88         | 164,453.51         | 36,374.60          | 100,000.00         | 100,000.00        | 100,000.00          | -                  |
| 01200200  | 42234 | Professional Services         | 22,342.67          | 18,398.64          | 38,883.43          | 16,147.10          | 28,300.00          | 21,450.00         | 98,000.00           | -                  |
| 01200200  | 42242 | Publications                  | 1,699.42           | 564.00             | 317.60             | 272.70             | 1,400.00           | 500.00            | 500.00              | -                  |
| 01200200  | 42243 | Printing & Advertising        | 2,875.06           | 1,893.51           | 1,925.18           | 968.57             | 4,000.00           | 3,000.00          | 3,000.00            | -                  |
| 01200200  | 42250 | SEECOM                        | 579,551.00         | 632,219.76         | 651,723.12         | 305,570.96         | 610,000.00         | 600,000.00        | 600,000.00          | -                  |
| 01200200  | 42260 | Physical Exams                | -                  | 185.00             | 270.00             | 185.00             | -                  | -                 | -                   | -                  |
| 01200200  | 42270 | Equipment Rental              | 6,840.42           | 6,652.06           | 9,859.16           | 1,893.20           | 33,300.00          | 43,225.00         | 15,400.00           | -                  |
| 01200201  | 42272 | Lease Payments                | 4,272.00           | 4,272.00           | 4,272.00           | 1,536.00           | 4,200.00           | 13,400.00         | 13,400.00           | -                  |
| 01200200  | 42300 | Traffic Light Enforcement     | 918.36             | -                  | -                  | -                  | -                  | -                 | -                   | -                  |
| Subtotal  |       |                               | \$ 818,057.08      | \$ 870,006.12      | \$ 957,410.85      | \$ 400,226.87      | \$ 872,500.00      | \$ 825,055.00     | \$ 896,700.00       | \$ -               |
| Supplies & Materials  |       |                               |                    |                    |                    |                    |                    |                   |                     |                    |
| 01200200  | 43308 | Office Supplies               | \$ 9,868.41        | \$ 10,400.52       | \$ 7,616.91        | \$ 1,753.21        | \$ 10,000.00       | \$ 8,000.00       | \$ 8,000.00         | \$ -               |
| 01200200  | 43309 | Materials                     | 26,011.78          | 35,042.51          | 25,025.79          | 16,298.67          | 37,800.00          | 23,720.00         | 23,700.00           | -                  |
| 01200200  | 43317 | Postage                       | 3,452.37           | 3,332.59           | 3,317.03           | 1,128.00           | 3,400.00           | 3,000.00          | 3,000.00            | -                  |
| 01200200  | 43320 | Tools, Equipment & Supplies   | 12,524.36          | 12,762.42          | 16,852.05          | 7,317.05           | 28,700.00          | 12,600.00         | 18,500.00           | -                  |
| 01200200  | 43332 | Office Furniture & Equipment  | 51,253.97          | 2,892.63           | 27,130.32          | -                  | 1,800.00           | 500.00            | 500.00              | -                  |
| 01200200  | 43333 | IT Equipment                  | 54,989.43          | 35,129.44          | 46,284.38          | 11,949.48          | 11,700.00          | 16,900.00         | 34,700.00           | -                  |
| 01200200  | 43340 | Fuel (S)                      | 76,507.60          | 69,180.68          | 74,913.49          | 31,784.23          | 77,000.00          | 70,000.00         | 70,000.00           | -                  |
| 01200200  | 43364 | D.A.R.E./Community Programs   | 6,492.93           | 4,902.96           | 3,931.54           | 4,121.58           | 10,000.00          | 7,500.00          | 7,500.00            | -                  |
| Subtotal  |       |                               | \$ 241,100.85      | \$ 173,643.75      | \$ 205,071.51      | \$ 74,352.22       | \$ 180,400.00      | \$ 142,220.00     | \$ 165,900.00       | \$ -               |
| Maintenance   |       |                               |                    |                    |                    |                    |                    |                   |                     |                    |
| 01200200  | 44420 | Vehicle Maintenance (S)       | \$ 124,023.75      | \$ 112,600.28      | \$ 110,425.48      | \$ 49,479.88       | \$ 140,000.00      | \$ 125,000.00     | \$ 125,000.00       | \$ -               |
| 01200200  | 44421 | Equipment Maintenance (S)     | 17,836.14          | 13,834.10          | 8,388.37           | 8,630.34           | 15,000.00          | 16,000.00         | 16,000.00           | -                  |
| 01200200  | 44422 | Radio Maintenance             | 2,868.94           | 2,145.91           | 2,000.00           | 140.00             | 4,000.00           | 3,000.00          | 3,000.00            | -                  |
| 01200200  | 44423 | Building Services (S)         | 161,210.87         | 155,992.35         | 160,695.00         | 64,679.77          | 161,000.00         | 163,000.00        | 163,000.00          | -                  |
| 01200200  | 44426 | Office Equipment Maintenance  | 8,316.71           | 8,153.00           | 6,966.75           | 6,374.46           | 8,700.00           | 8,150.00          | 8,200.00            | -                  |
| Subtotal  |       |                               | \$ 314,256.41      | \$ 292,725.64      | \$ 288,475.60      | \$ 129,304.45      | \$ 328,700.00      | \$ 315,150.00     | \$ 315,200.00       | \$ -               |
| Capital Expenditures  |       |                               |                    |                    |                    |                    |                    |                   |                     |                    |
| 01200200  | 43335 | Vehicles & Equipment          | \$ -               | \$ 111,734.07      | \$ 150,256.27      | \$ 24,662.71       | \$ 39,000.00       | \$ -              | \$ 26,000.00        | \$ -               |
| 01200200  | 45590 | Capital Purchase              | 201,212.21         | -                  | 67,261.30          | 2,514.00           | 112,800.00         | -                 | 142,000.00          | -                  |
| 01200200  | 45593 | Capital Improvements          | 66,147.88          | -                  | -                  | -                  | -                  | -                 | -                   | -                  |
| 01200200  | 45597 | Capital Lease Payments        | 21,951.13          | 23,137.88          | 5,977.34           | -                  | 7,000.00           | -                 | -                   | -                  |
| Subtotal  |       |                               | \$ 289,311.22      | \$ 134,871.95      | \$ 223,494.91      | \$ 27,176.71       | \$ 158,800.00      | \$ -              | \$ 168,000.00       | \$ -               |
| Other Charges   |       |                               |                    |                    |                    |                    |                    |                   |                     |                    |
| 01200200  | 47720 | Board of Police Commissioners | \$ 5,711.89        | \$ 3,761.53        | \$ 7,687.31        | \$ 607.00          | \$ 4,700.00        | \$ 18,175.00      | \$ 18,200.00        | \$ -               |
| 01200200  | 47730 | Emergency Service Disaster    | 7,111.05           | 7,726.27           | 7,828.21           | -                  | 8,300.00           | 8,500.00          | 1,100.00            | -                  |
| 01200200  | 47740 | Travel/Training/Dues          | 30,481.39          | 35,459.45          | 40,270.25          | 25,114.62          | 60,000.00          | 49,000.00         | 49,000.00           | -                  |
| 01200200  | 47760 | Uniforms & Safety Items       | 53,812.61          | 39,103.75          | 49,407.87          | 31,261.82          | 62,000.00          | 63,200.00         | 63,200.00           | -                  |
| 01200200  | 47770 | Investigations                | 1,313.83           | 215.37             | 536.09             | -                  | 2,000.00           | 2,000.00          | 2,000.00            | -                  |
| 01200600  | 47790 | Interest Expense              | 2,168.87           | 982.12             | 52.66              | -                  | 600.00             | 2,700.00          | 2,700.00            | -                  |
| Subtotal  |       |                               | \$ 100,599.64      | \$ 87,248.49       | \$ 105,782.39      | \$ 56,983.44       | \$ 137,600.00      | \$ 143,575.00     | \$ 136,200.00       | \$ -               |
|   |       |                               |                    |                    |                    |                    |                    |                   |                     |                    |
| Police Total  |       |                               | \$ 9,576,902.57    | \$ 9,415,827.31    | \$ 9,882,479.49    | \$ 5,819,128.72    | \$ 9,747,000.00    | \$ 10,055,000.00  | \$ 10,326,000.00    | \$ -               |
|   |       |                               |                    |                    |                    |                    |                    |                   |                     |                    |
| (S) indicates those line items that reimburse the Internal Service Funds. Grounds Maintenance is now covered under Building Services. |       |                               |                    |                    |                    |                    |                    |                   |                     |                    |

## Community Development Department

## Expenditures

|   |       |                              | FY 16/17        | FY 17/18        | FY 18/19        | FY 19/20      | FY 19/20        | FY 20/21        | FY 20/21        | FY 20/21 |
|---|-------|------------------------------|-----------------|-----------------|-----------------|---------------|-----------------|-----------------|-----------------|----------|
|   |       |                              | Actual          | Actual          | Actual          | Q2 YTD        | Budget          | Dept.           | Manager         | Budget   |
| Personnel   |       |                              |                 |                 |                 |               |                 |                 |                 |          |
| 01300100  | 41103 | IMRF                         | \$ 104,241.42   | \$ 93,989.01    | \$ 71,277.51    | \$ 33,120.39  | \$ 72,000.00    | \$ 89,000.00    | \$ 93,000.00    | \$ -     |
| 01300100  | 41104 | FICA                         | 69,316.14       | 63,666.76       | 51,320.84       | 27,635.12     | 56,000.00       | 58,000.00       | 63,000.00       | -        |
| 01300100  | 41105 | Unemployment Tax             | 1,211.76        | 961.04          | 899.62          | 199.04        | 1,100.00        | 1,100.00        | 1,200.00        | -        |
| 01300100  | 41106 | Health Insurance             | 105,124.01      | 93,742.70       | 80,403.41       | 43,392.48     | 85,000.00       | 92,000.00       | 105,000.00      | -        |
| 01300100  | 41110 | Salaries                     | 923,425.63      | 846,491.24      | 683,529.85      | 364,390.94    | 711,000.00      | 748,000.00      | 802,000.00      | -        |
| 01300100  | 41132 | Salary - Planning/Zoning     | 895.00          | 1,495.00        | 1,715.00        | 850.00        | 2,000.00        | 2,000.00        | 2,000.00        | -        |
| 01300100  | 41140 | Overtime                     | 3,640.89        | 3,092.88        | 791.03          | 3,646.86      | 3,000.00        | \$ 8,333.00     | 8,300.00        | -        |
| Subtotal  |       |                              | \$ 1,207,854.85 | \$ 1,103,438.63 | \$ 889,937.26   | \$ 473,234.83 | \$ 930,100.00   | \$ 998,433.00   | \$ 1,074,500.00 | \$ -     |
| Contractual Services  |       |                              |                 |                 |                 |               |                 |                 |                 |          |
| 01300100  | 42210 | Telephone                    | \$ 11,767.48    | \$ 14,645.41    | \$ 14,906.63    | \$ 6,711.65   | \$ 16,400.00    | \$ 15,780.00    | \$ 16,200.00    | \$ -     |
| 01300100  | 42225 | Bank Processing Fees         | -               | -               | 84.44           | 519.77        | 100.00          | 1,200.00        | 1,200.00        | -        |
| 01300100  | 42230 | Legal Services               | 11,788.75       | 5,847.06        | 18,175.49       | 10,623.94     | 20,000.00       | 20,000.00       | 20,000.00       | -        |
| 01300100  | 42234 | Professional Services        | 40,802.85       | 94,947.09       | 132,570.14      | 88,787.21     | 199,600.00      | 111,147.00      | 257,600.00      | -        |
| 01300100  | 42242 | Publications                 | 163.75          | -               | 1,278.22        | -             | 1,100.00        | 1,000.00        | 1,000.00        | -        |
| 01300100  | 42243 | Printing & Advertising       | 1,470.83        | 841.98          | 493.10          | 1,235.06      | 5,500.00        | 7,000.00        | 7,000.00        | -        |
| 01300100  | 42260 | Physicals & Screenings       | -               | 60.00           | -               | 35.00         | -               | 100.00          | 100.00          | -        |
| 01300100  | 42272 | Lease Payments               | 2,240.39        | 2,353.50        | 606.71          | 151.49        | 5,300.00        | 20,400.00       | 20,400.00       | -        |
| Subtotal  |       |                              | \$ 68,234.05    | \$ 118,695.04   | \$ 168,114.73   | \$ 108,064.12 | \$ 248,000.00   | \$ 176,627.00   | \$ 323,500.00   | \$ -     |
| Supplies & Materials  |       |                              |                 |                 |                 |               |                 |                 |                 |          |
| 01300100  | 43308 | Office Supplies              | \$ 1,878.10     | \$ 1,631.68     | \$ 2,493.49     | \$ 946.75     | \$ 4,000.00     | \$ 4,000.00     | \$ 4,000.00     | \$ -     |
| 01300100  | 43317 | Postage                      | 1,585.57        | 1,098.47        | 795.41          | 947.41        | 2,000.00        | 1,500.00        | 1,500.00        | -        |
| 01300100  | 43320 | Tools, Equipment & Supplies  | 271.04          | 34.11           | 16.96           | -             | 500.00          | 500.00          | 500.00          | -        |
| 01300100  | 43332 | Office Furniture & Equipment | 2,936.87        | -               | -               | 208.73        | 2,000.00        | 500.00          | 500.00          | -        |
| 01300100  | 43333 | IT Equipment                 | 7,717.63        | 2,336.23        | 8,072.43        | 4,540.66      | 5,000.00        | 3,600.00        | 3,600.00        | -        |
| 01300100  | 43340 | Fuel (S)                     | 7,694.37        | 6,237.99        | 7,157.38        | 3,104.92      | 7,000.00        | 7,000.00        | 7,000.00        | -        |
| 01300100  | 43362 | Public Art                   | 6,397.12        | 8,935.55        | 8,637.11        | 10,086.54     | 13,000.00       | 12,000.00       | 37,000.00       | -        |
| Subtotal  |       |                              | \$ 28,480.70    | \$ 20,274.03    | \$ 27,172.78    | \$ 19,835.01  | \$ 33,500.00    | \$ 29,100.00    | \$ 54,100.00    | \$ -     |
| Maintenance   |       |                              |                 |                 |                 |               |                 |                 |                 |          |
| 01300100  | 44420 | Vehicle Maintenance (S)      | \$ 21,664.22    | \$ 19,895.80    | \$ 15,366.84    | \$ 2,160.13   | \$ 18,000.00    | \$ 20,000.00    | \$ 20,000.00    | \$ -     |
| 01300100  | 44423 | Building Services (S)        | 28,684.08       | 31,192.56       | 39,563.71       | 14,699.46     | 33,000.00       | 35,000.00       | 35,000.00       | -        |
| 01300100  | 44426 | Office Equipment Maintenance | 2,675.65        | 2,628.66        | 3,533.07        | 1,570.59      | 3,400.00        | 3,400.00        | 3,400.00        | -        |
| Subtotal  |       |                              | \$ 53,023.95    | \$ 53,717.02    | \$ 58,463.62    | \$ 18,430.18  | \$ 54,400.00    | \$ 58,400.00    | \$ 58,400.00    | \$ -     |
| Capital Expenditure   |       |                              |                 |                 |                 |               |                 |                 |                 |          |
| 01300100  | 43335 | Vehicles & Equipment         | \$ 17,187.11    | \$ -            | \$ 19,494.00    | \$ -          | \$ -            | \$ -            | \$ -            | \$ -     |
| 01300100  | 45593 | Capital Improvements         | 26,459.14       | -               | -               | -             | -               | -               | -               | -        |
| 01300100  | 45597 | Capital Lease Payments       | -               | -               | -               | -             | 21,000.00       | -               | -               | -        |
| Subtotal  |       |                              | \$ 43,646.25    | \$ -            | \$ 19,494.00    | \$ -          | \$ 21,000.00    | \$ -            | \$ -            | \$ -     |
| Other Charges   |       |                              |                 |                 |                 |               |                 |                 |                 |          |
| 01300100  | 47710 | Economic Development         | \$ 1,375.85     | \$ 7,991.35     | \$ 26,537.60    | \$ 3,031.06   | \$ 26,200.00    | \$ 15,600.00    | \$ 15,600.00    | \$ -     |
| 01300100  | 47740 | Travel/Training/Dues         | 11,187.14       | 7,775.81        | 6,222.63        | 6,429.83      | 13,000.00       | 14,240.00       | 14,300.00       | -        |
| 01300100  | 47760 | Uniforms & Safety Items      | 263.72          | 81.81           | 169.20          | 264.57        | 700.00          | 1,000.00        | 1,000.00        | -        |
| 01300600  | 47790 | Interest Expense             | 206.46          | 93.36           | 5.02            | 55.80         | 100.00          | 6,600.00        | 6,600.00        | -        |
| Subtotal  |       |                              | \$ 13,033.17    | \$ 15,942.33    | \$ 32,934.45    | \$ 9,781.26   | \$ 40,000.00    | \$ 37,440.00    | \$ 37,500.00    | \$ -     |
|   |       |                              |                 |                 |                 |               |                 |                 |                 |          |
| Community Development Total   |       |                              | \$ 1,414,272.97 | \$ 1,312,067.05 | \$ 1,196,116.84 | \$ 629,345.40 | \$ 1,327,000.00 | \$ 1,300,000.00 | \$ 1,548,000.00 | \$ -     |
|   |       |                              |                 |                 |                 |               |                 |                 |                 |          |
| (S) indicates those line items that reimburse the Internal Service Funds. |       |                              |                 |                 |                 |               |                 |                 |                 |          |

## Public Works Administration

## Expenditures

|  |       |                              | FY 16/17<br>Actual | FY 17/18<br>Actual | FY 18/19<br>Actual | FY 19/20<br>Q2 YTD | FY 19/20<br>Budget | FY 20/21<br>Dept. | FY 20/21<br>Manager | FY 20/21<br>Budget |
|--|-------|------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|---------------------|--------------------|
| <b>Personnel</b>                         |       |                              |                    |                    |                    |                    |                    |                   |                     |                    |
| 01400300                                 | 41103 | IMRF                         | \$ 23,695.31       | \$ 24,145.90       | \$ 23,221.13       | \$ 10,636.03       | \$ 23,500.00       | \$ 22,000.00      | \$ 25,000.00        | \$ -               |
| 01400300                                 | 41104 | FICA                         | 14,822.40          | 15,400.02          | 15,886.82          | 8,623.11           | 17,500.00          | 14,500.00         | 17,000.00           | -                  |
| 01400300                                 | 41105 | Unemployment Tax             | 220.36             | 187.86             | 200.82             | 14.26              | 300.00             | 300.00            | 300.00              | -                  |
| 01400300                                 | 41106 | Health Insurance             | 19,063.86          | 18,183.10          | 12,963.66          | 6,641.44           | 16,000.00          | 12,000.00         | 21,000.00           | -                  |
| 01400300                                 | 41110 | Salaries                     | 208,841.80         | 214,268.72         | 220,340.13         | 113,729.40         | 227,000.00         | 207,750.00        | 202,000.00          | -                  |
| 01400300                                 | 41140 | Overtime                     | -                  | -                  | 56.86              | 156.20             | 400.00             | 400.00            | 400.00              | -                  |
| <b>Subtotal</b>                          |       |                              | \$ 266,643.73      | \$ 272,185.60      | \$ 272,669.42      | \$ 139,800.44      | \$ 284,700.00      | \$ 256,950.00     | \$ 265,700.00       | \$ -               |
| <b>Contractual Services</b>              |       |                              |                    |                    |                    |                    |                    |                   |                     |                    |
| 01400300                                 | 42210 | Telephone                    | \$ 6,415.26        | \$ 6,431.75        | \$ 6,652.27        | \$ 3,216.85        | \$ 6,400.00        | \$ 7,200.00       | \$ 7,200.00         | \$ -               |
| 01400300                                 | 42215 | Repeater Lines               | -                  | -                  | -                  | -                  | -                  | 8,300.00          | 8,300.00            | -                  |
| 01400300                                 | 42230 | Legal Services               | 13,868.75          | 8,662.50           | 4,156.25           | 175.00             | 5,000.00           | 4,000.00          | 4,000.00            | -                  |
| 01400300                                 | 42234 | Professional Services        | 5,869.34           | -                  | -                  | 281.60             | -                  | -                 | -                   | -                  |
| 01400300                                 | 42242 | Publications                 | 297.40             | 297.40             | 297.40             | 100.00             | 500.00             | 530.00            | 600.00              | -                  |
| 01400300                                 | 42243 | Printing & Advertising       | 13.95              | 51.88              | -                  | -                  | 100.00             | 50.00             | 50.00               | -                  |
| 01400300                                 | 42260 | Physicals & Screenings       | -                  | -                  | -                  | 35.00              | 300.00             | 450.00            | 450.00              | -                  |
| 01400300                                 | 42270 | Equipment Rental             | 349.27             | 203.73             | 202.49             | 87.57              | 700.00             | 700.00            | 700.00              | -                  |
| 01400300                                 | 42272 | Lease Payments               | 2,240.34           | 2,353.44           | 606.68             | 910.47             | 5,200.00           | 4,500.00          | 4,500.00            | -                  |
| <b>Subtotal</b>                          |       |                              | \$ 29,054.31       | \$ 18,000.70       | \$ 11,915.09       | \$ 4,806.49        | \$ 18,200.00       | \$ 25,730.00      | \$ 25,800.00        | \$ -               |
| <b>Supplies &amp; Materials</b>          |       |                              |                    |                    |                    |                    |                    |                   |                     |                    |
| 01400300                                 | 43308 | Office Supplies              | \$ 1,501.84        | \$ 1,191.77        | \$ 1,079.57        | \$ 601.98          | \$ 1,300.00        | \$ 1,400.00       | \$ 1,400.00         | \$ -               |
| 01400300                                 | 43317 | Postage                      | 1,121.65           | 1,047.92           | 1,405.32           | 549.91             | 1,000.00           | 1,000.00          | 1,000.00            | -                  |
| 01400300                                 | 43320 | Tools, Equipment & Supplies  | 4,533.35           | 39.40              | -                  | -                  | 100.00             | -                 | -                   | -                  |
| 01400300                                 | 43332 | Office Furniture & Equipment | -                  | -                  | 980.00             | -                  | -                  | -                 | -                   | -                  |
| 01400300                                 | 43333 | IT Equipment                 | 9,500.00           | 12,421.46          | 7,168.62           | 7,183.71           | 8,600.00           | 18,500.00         | 18,500.00           | -                  |
| 01400300                                 | 43340 | Fuel                         | 1,345.56           | 1,130.44           | 1,422.50           | 841.52             | 1,100.00           | 2,000.00          | 2,000.00            | -                  |
| <b>Subtotal</b>                          |       |                              | \$ 18,002.40       | \$ 15,830.99       | \$ 12,056.01       | \$ 9,177.12        | \$ 12,100.00       | \$ 22,900.00      | \$ 22,900.00        | \$ -               |
| <b>Maintenance</b>                       |       |                              |                    |                    |                    |                    |                    |                   |                     |                    |
| 01400300                                 | 44420 | Vehicle Maintenance (S)      | \$ 7,530.04        | \$ 4,823.09        | \$ 6,654.82        | \$ 1,214.52        | \$ 7,000.00        | \$ 6,000.00       | \$ 6,000.00         | \$ -               |
| 01400300                                 | 44423 | Building Services (S)        | 49,571.68          | 51,481.37          | 39,782.31          | 18,474.50          | 47,000.00          | 47,000.00         | 47,000.00           | -                  |
| 01400300                                 | 44426 | Office Equipment Maintenance | 221.35             | 257.05             | 323.49             | 101.17             | 500.00             | 500.00            | 500.00              | -                  |
| <b>Subtotal</b>                          |       |                              | \$ 57,323.07       | \$ 56,561.51       | \$ 46,760.62       | \$ 19,790.19       | \$ 54,500.00       | \$ 53,500.00      | \$ 53,500.00        | \$ -               |
| <b>Capital Expenditures</b>              |       |                              |                    |                    |                    |                    |                    |                   |                     |                    |
| 01400300                                 | 43335 | Vehicles & Equipment         | \$ -               | \$ -               | \$ 35,160.89       | \$ -               | \$ -               | \$ -              | \$ -                | \$ -               |
| 01400300                                 | 45590 | Capital Purchase             | -                  | -                  | -                  | -                  | -                  | 5,000.00          | 5,000.00            | -                  |
| 01400300                                 | 45597 | Capital Lease Payments       | -                  | -                  | -                  | -                  | 5,500.00           | -                 | -                   | -                  |
| <b>Subtotal</b>                          |       |                              | \$ -               | \$ -               | \$ 35,160.89       | \$ -               | \$ 5,500.00        | \$ 5,000.00       | \$ 5,000.00         | \$ -               |
| <b>Transfers</b>                         |       |                              |                    |                    |                    |                    |                    |                   |                     |                    |
| 01400500                                 | 48099 | Transfer/Debt Service Fund   | \$ 610,000.00      | \$ 625,000.00      | \$ 622,000.00      | \$ -               | \$ -               | \$ -              | \$ -                | \$ -               |
| <b>Subtotal</b>                          |       |                              | \$ 610,000.00      | \$ 625,000.00      | \$ 622,000.00      | \$ -               | \$ -               | \$ -              | \$ -                | \$ -               |
| <b>Other Charges</b>                     |       |                              |                    |                    |                    |                    |                    |                   |                     |                    |
| 01400300                                 | 47740 | Travel, Training & Dues      | \$ 6,487.60        | \$ 14,478.86       | \$ 10,574.30       | \$ 3,876.41        | \$ 8,600.00        | \$ 8,600.00       | \$ 8,600.00         | \$ -               |
| 01400300                                 | 47760 | Uniforms & Safety Items      | 356.00             | 44.00              | 321.66             | 442.00             | 500.00             | 400.00            | 400.00              | -                  |
| 01400600                                 | 47790 | Interest Expense             | 206.41             | 93.30              | 4.99               | 105.04             | 400.00             | 1,450.00          | 1,500.00            | -                  |
| <b>Subtotal</b>                          |       |                              | \$ 7,050.01        | \$ 14,616.16       | \$ 10,900.95       | \$ 4,423.45        | \$ 9,500.00        | \$ 10,450.00      | \$ 10,500.00        | \$ -               |
| <b>Public Works Administration Total</b> |       |                              | \$ 988,073.52      | \$ 1,002,194.96    | \$ 1,011,462.98    | \$ 177,997.69      | \$ 384,500.00      | \$ 374,530.00     | \$ 383,400.00       | \$ -               |
|  |       |                              |                    |                    |                    |                    |                    |                   |                     |                    |

(S) indicates those line items that reimburse the Internal Service Funds. Grounds Maintenance is now covered under Building Services.

## Expenditures

(S) indicates those line items that reimburse the Internal Service Funds. Grounds Maintenance is now covered under Building Services.

1 - The first year of operation for the General Services Division in FY 15/16, which merged the Streets Division and Parks & Forestry Division. Historical values are shown for illustrative purposes.

## Multidepartmental

## Expenditures

|   |       |                              | FY 16/17<br>Actual     | FY 17/18<br>Actual   | FY 18/19<br>Actual     | FY 19/20<br>Q2         | FY 19/20<br>Budget     | FY 20/21<br>Dept.      | FY 20/21<br>Manager    | FY 20/21<br>Budget |
|---|-------|------------------------------|------------------------|----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|--------------------|
| 01900100  | 42234 | Professional Services        | \$ 15,237.50           | \$ 5,802.37          | \$ 4,669.00            | \$ 353.75              | \$ 13,900.00           | \$ 9,500.00            | \$ 9,500.00            | \$ -               |
| 01900100  | 42236 | Insurance                    | 476,748.57             | 485,993.30           | 506,331.30             | 493,507.82             | 497,000.00             | 620,000.00             | 629,000.00             | -                  |
| 01900100  | 43333 | Computer Network             | 255,899.36             | 203,508.03           | 214,262.33             | 165,668.00             | 236,600.00             | 264,243.00             | 264,600.00             | -                  |
| 01900100  | 45590 | Capital Purchase             | 40,278.22              | -                    | -                      | -                      | -                      | -                      | -                      | -                  |
| 01900300  | 45593 | Capital Improvement          | 126,094.00             | -                    | -                      | -                      | -                      | -                      | -                      | -                  |
| 01900100  | 47740 | Travel, Training, & Dues     | 20,706.56              | 6,611.75             | 16,019.71              | 953.98                 | 34,500.00              | 35,500.00              | 25,500.00              | -                  |
| 01900500  | 48004 | Transfer to Street Imp. Fund | 1,000,000.00           | -                    | 600,000.00             | 2,000,000.00           | 3,600,000.00           | 3,000,000.00           | 3,000,000.00           | -                  |
| 01900500  | 48006 | Transfer to Park Imp. Fund   | -                      | -                    | 400,000.00             | -                      | -                      | -                      | -                      | -                  |
| <b>Multidepartmental Total</b>  |       |                              | <b>\$ 1,934,964.21</b> | <b>\$ 701,915.45</b> | <b>\$ 1,741,282.34</b> | <b>\$ 2,660,483.55</b> | <b>\$ 4,382,000.00</b> | <b>\$ 3,929,243.00</b> | <b>\$ 3,928,600.00</b> | <b>\$ -</b>        |
| <b>Non Budgeted Expense</b>   |       |                              |                        |                      |                        |                        |                        |                        |                        |                    |
| 01900100  | 47768 | Write-Off Expense            | \$ -                   | \$ -                 | \$ 18,655.06           | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -               |
| <b>Multidepartmental Total (Audited)</b>  |       |                              | <b>\$ 1,934,964.21</b> | <b>\$ 701,915.45</b> | <b>\$ 1,759,937.40</b> | <b>\$ 2,660,483.55</b> | <b>\$ 4,382,000.00</b> | <b>\$ 3,929,243.00</b> | <b>\$ 3,928,600.00</b> | <b>\$ -</b>        |
|   |       |                              |                        |                      |                        |                        |                        |                        |                        |                    |
| <sup>1</sup> - Includes funding for EAP program and for Hepatitis & Flu Shots. The remaining amounts are budgeted in Fund 07. |       |                              |                        |                      |                        |                        |                        |                        |                        |                    |

<sup>1</sup> - Includes funding for EAP program and for Hepatitis & Flu Shots. The remaining amounts are budgeted in Fund 07.



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

**– M E M O R A N D U M –**

DATE: March 4, 2020

TO: Committee of the Whole

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *FY 20/21 Budget: Other Funds*

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Attached are the proposed budgets for the following funds which will complete the Fiscal Year 2020-2021 Budget review:

- Development Fund
- Village Construction Fund
- Downtown TIF Fund
- Police Pension Fund
- Debt Fund

**DEVELOPMENT FUND**

This fund accommodates line items for the Hotel Tax and Cul-de-Sac categories which are described below:

**Hotel Tax** revenues result from taxes on hotel room billings pursuant to the municipal ordinance. The budget for revenues includes hotel tax receipts of \$48,000 and investment income of \$2,500. Budgeted expenditures are \$200,000 and include:

- \$13,000 for regional marketing
- \$35,000 for transfer to the General Fund
- \$75,000 for wayfinding signage
- \$12,000 for gateway sign refurbishment
- \$5,000 for artificial outdoor community tree

Existing hotel tax reserves will cover the current year budget deficit.

**Cul-De-Sac** revenues of \$8,500 are interest only due to the lack of new subdivision development in the village. Expenditures of \$60,000 are for contract snow plowing in certain cul-de-sacs. The proposed level of expense reflects a continued level of service that includes an additional pass by the contractor during the snow event as well as after snow has ceased. Due to the imbalance of revenues and expenditures (sluggish development rate and increased level of service), this fund cannot be sustained over the long-term and service delivery will require a different source of revenue (new or existing).

### **VILLAGE CONSTRUCTION**

The Village Construction Fund is used to account for construction costs of municipal buildings other than those used in the waterworks and wastewater utility. Due to some modest residential development activity, \$4,000 of donations are budgeted for Municipal Facility Fees. Additional revenues include interest income of \$200. There are no proposed expenditures for FY 20/21.

### **DOWNTOWN TIF FUND**

The Village approved a tax increment financing (TIF) district in fall of 2014 for the downtown Algonquin area. The Downtown TIF Fund accounts for the revenues and expenditures related to this redevelopment project area. Revenues are budgeted conservatively and include real estate tax receipts of \$870,300 and interest income of \$700. Proposed expenditures are budgeted at \$871,000.

Detailed expenditures for redevelopment activities are reflected in the appropriate fund that is advancing the funding. A year-end journal entry is performed to present these expenses in the Downtown TIF Fund.

### **POLICE PENSION**

Budgeted revenues for the Police Pension Fund total \$4,734,700 including employee contributions of \$466,700, investment income of \$2,200,000 and employer contributions of \$2,068,000 as recommended by an independent actuarial valuation.

Expenditures for retiree benefits/employee contribution refunds are \$1,530,000 and administration expenses of \$164,400 for total expenditures of \$1,694,400. Currently, there are four (4) annuitants on disability and sixteen (16) on retirement.

### **DEBT FUND**

The Village has one (1) remaining bond series that requires debt service and is related to the Water and Sewer Utility:

- Series 2013 refunded Series 2005A which partially financed the Phase 6 expansion of the Sewer Treatment Plant. This bond series will be retired in 2025. Debt service for that bond will be retired using the Water & Sewer Operating Fund budget.

Series 2014A, which also partially funded the construction and equipping of the Public Works Facility will be retired in FY 19/20. This being the final year of debt service, that account will be swept appropriately to retire the bond issue. Accordingly, there is no activity in the Debt Service Fund budgeted for FY 20/21.

C: Tim Schloneger, Village Manager



# Development Fund

# Revenues

|                               |       |                                  | FY 16/17<br>Actual | FY 17/18<br>Actual | FY 18/19<br>Actual | FY 19/20<br>Budget | FY 19/20<br>Q2 | FY 20/21<br>Budget |
|-------------------------------|-------|----------------------------------|--------------------|--------------------|--------------------|--------------------|----------------|--------------------|
| <b>Taxes</b>                  |       |                                  |                    |                    |                    |                    |                |                    |
| 16000500                      | 31496 | Hotel Tax Receipts               | \$ 46,004.80       | \$ 45,678.22       | \$ 48,233.75       | \$ 46,000.00       | \$ 30,926.30   | \$ 48,000.00       |
| <b>Subtotal</b>               |       |                                  | \$ 46,004.80       | \$ 45,678.22       | \$ 48,233.75       | \$ 46,000.00       | \$ 30,926.30   | \$ 48,000.00       |
| <b>Donations and Grants</b>   |       |                                  |                    |                    |                    |                    |                |                    |
| 16000100                      | 33142 | Donations - District 300         | \$ (5,860.00)      | \$ -               | \$ -               | \$ -               | \$ -           | \$ -               |
| 16000100                      | 33143 | Donations - District 158         | (28,701.00)        | -                  | -                  | -                  | -              | -                  |
| <b>Subtotal</b>               |       |                                  | \$ (34,561.00)     | \$ -               |                    |                    |                |                    |
| <b>Charges for Services</b>   |       |                                  |                    |                    |                    |                    |                |                    |
| 16000300                      | 34106 | Cul de Sac Fees                  | \$ -               | \$ -               | \$ -               | \$ -               | \$ 6,000.00    | \$ -               |
| <b>Subtotal</b>               |       |                                  | \$ -               | \$ -               | \$ -               | \$ -               | \$ 6,000.00    | \$ -               |
| <b>Investment Income</b>      |       |                                  |                    |                    |                    |                    |                |                    |
| 16000500                      | 36005 | Interest - CDAP Block Grant      | \$ 58.99           | \$ -               | \$ -               | \$ -               | \$ -           | \$ -               |
| 16000500                      | 36010 | Interest - School Donation - 300 | (3.71)             | -                  | -                  | -                  | -              | -                  |
| 16000500                      | 36011 | Interest - School Donation - 158 | (24.68)            | -                  | -                  | -                  | -              | -                  |
| 16000500                      | 36015 | Interest - Cul de Sac            | 3,073.56           | 6,474.52           | 10,894.12          | 9,500.00           | 5,258.15       | 8,500.00           |
| 16000500                      | 36016 | Interest - Hotel Tax             | 925.13             | 1,909.85           | 3,441.81           | 2,500.00           | 1,864.63       | 2,500.00           |
| <b>Subtotal</b>               |       |                                  | \$ 4,029.29        | \$ 8,384.37        | \$ 14,335.93       | \$ 12,000.00       | \$ 7,122.78    | \$ 11,000.00       |
| <b>Development Fund Total</b> |       |                                  | \$ 15,473.09       | \$ 54,062.59       | \$ 62,569.68       | \$ 58,000.00       | \$ 44,049.08   | \$ 59,000.00       |

## Development Fund

## Expenditures

[illegible]

# Village Construction Fund

# Revenues

|                                 |       |                                 | FY 16/17<br>Actual | FY 17/18<br>Actual | FY 18/19<br>Actual | FY 19/20<br>Q2 | FY 19/20<br>Budget | FY 20/21<br>Budget |
|---------------------------------|-------|---------------------------------|--------------------|--------------------|--------------------|----------------|--------------------|--------------------|
| 24000500                        | 36001 | Interest                        | \$ 24.30           | \$ 26.50           | \$ 38.58           | \$ 14.87       | \$ 25.00           | \$ 25.00           |
| 24000500                        | 36020 | Interest - Investment Pools     | 118.70             | 263.14             | 485.48             | 258.96         | 375.00             | 175.00             |
| 24000100                        | 33050 | Donations - Capital - Gen. Gov. | 11,000.00          | 12,200.00          | 400.00             | 400.00         | 6,400.00           | 4,000.00           |
|                                 |       |                                 |                    |                    |                    |                |                    |                    |
| Village Construction Fund Total |       |                                 | \$ 11,143.00       | \$ 12,489.64       | \$ 924.06          | \$ 673.83      | \$ 6,800.00        | \$ 4,200.00        |

## Village Construction Fund

## Expenditures

|   |       |                              | FY 16/17<br>Actual | FY 17/18<br>Actual | FY 18/19<br>Actual | FY 19/20<br>Q2      | FY 19/20<br>Budget   | FY 20/21<br>Dept. | FY 20/21<br>Manager | FY 20/21<br>Budget |
|---|-------|------------------------------|--------------------|--------------------|--------------------|---------------------|----------------------|-------------------|---------------------|--------------------|
|   |       |                              |                    |                    |                    |                     |                      |                   |                     |                    |
| 24900100  | 43332 | Office Furniture & Equipment | \$ -               | \$ -               | \$ -               | \$ 3,482.06         | \$ 25,000.00         | \$ -              | \$ -                |                    |
| 24900100  | 43335 | Vehicles & Equipment         | -                  | -                  | -                  | -                   | -                    | -                 | -                   |                    |
| 24900300  | 44445 | Outsourced Building Maint.   | -                  | -                  | 7,575.00           | 35,459.00           | 137,000.00           | -                 | -                   |                    |
| <b>Village Construction Fund Total</b>                        |       |                              | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ 7,575.00</b> | <b>\$ 38,941.06</b> | <b>\$ 162,000.00</b> | <b>\$ -</b>       | <b>\$ -</b>         | <b>\$ -</b>        |
|   |       |                              |                    |                    |                    |                     |                      |                   |                     |                    |
| Note: Restricted reserves are used for budgeted expenditures. |       |                              |                    |                    |                    |                     |                      |                   |                     |                    |

## Downtown TIF Fund

## Revenues

|                                |       |                                 | FY 16/17<br>Actual   | FY 17/18<br>Actual   | FY 18/19<br>Actual   | FY 19/20<br>Q2       | FY 19/20<br>Budget   | FY 20/21<br>Budget   |
|--------------------------------|-------|---------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 32000300                       | 33050 | Donations-Capital-General Govt. | \$ -                 | \$ -                 | \$ 31,527.05         | \$ 31,527.05         | \$ -                 | \$ -                 |
| 32000500                       | 31565 | Real Estate Tax Downtown TIF    | 145,280.62           | 381,505.34           | 491,194.12           | 547,957.58           | 540,000.00           | 870,300.00           |
| 32000500                       | 36001 | Interest                        | 40.83                | 182.38               | 374.10               | 324.46               | 200.00               | 700.00               |
| 32000500                       | 38001 | Transfer From General Fund      | -                    | -                    | -                    |                      | -                    |                      |
| <b>Downtown TIF Fund Total</b> |       |                                 | <b>\$ 145,321.45</b> | <b>\$ 381,687.72</b> | <b>\$ 523,095.27</b> | <b>\$ 579,809.09</b> | <b>\$ 540,200.00</b> | <b>\$ 871,000.00</b> |

# Downtown TIF Fund

# Expenditures

|                         |       |                             | FY 16/17<br>Actual | FY 17/18<br>Actual | FY 18/19<br>Actual | FY 19/20<br>Q2 Actual | FY 19/20<br>Budget | FY 19/20<br>Dept. | FY 19/20<br>Manager | FY 19/20<br>Budget |
|-------------------------|-------|-----------------------------|--------------------|--------------------|--------------------|-----------------------|--------------------|-------------------|---------------------|--------------------|
| 32900100                | 42230 | Legal Services              | \$ 777.57          | \$ 577.16          | \$ 577.16          | \$ -                  | \$ -               | \$ -              | \$ -                |                    |
| 32900100                | 42232 | Engineering/Design Services | 952,190.36         | 888,940.28         | 888,940.28         | -                     | 40,200.00          | 71,000.00         | 71,000.00           |                    |
| 32900100                | 42234 | Professional Services       | -                  | -                  | -                  | -                     | -                  | -                 | -                   |                    |
| 32900100                | 43317 | Postage                     | -                  | -                  | -                  | -                     | -                  | -                 | -                   |                    |
| 32900100                | 43370 | Infrastructure Maintenance  | -                  | -                  | -                  | -                     | -                  | -                 | -                   |                    |
| 32900100                | 45595 | Land Acquisition            | 29,200.00          | 320,450.52         | 320,450.52         | -                     | -                  | -                 | -                   |                    |
| 32900100                | 45593 | Capital Improvements        | -                  | 1,841,801.89       | 1,841,801.89       | -                     | 500,000.00         | 800,000.00        | 800,000.00          |                    |
| 32900100                | 47710 | Economic Development        | 262.50             | -                  | -                  | -                     | -                  | -                 | -                   |                    |
| 32900100                | 48001 | Transfer to General Fund    | -                  | -                  | -                  | -                     | -                  | -                 | -                   |                    |
| Downtown TIF Fund Total |       |                             | \$ 982,430.43      | \$ 3,051,769.85    | \$ 3,051,769.85    | \$ -                  | \$ 540,200.00      | \$ 871,000.00     | \$ 871,000.00       | \$ -               |

## Police Pension Fund

## Revenues

|                                  |       |                          | FY 16/17<br>Actual     | FY 17/18<br>Actual     | FY 18/19<br>Actual     | FY 19/20<br>Q2         | FY 19/20<br>Budget     | FY 20/21<br>Budget     |
|----------------------------------|-------|--------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 53                               | 37010 | Employee Contributions   | \$ 412,245.04          | \$ 397,671.88          | \$ 403,584.31          | \$ 206,619.61          | \$ 445,500.00          | \$ 466,700.00          |
| 53                               | 36000 | Investment Income Total  | 2,195,863.55           | 1,804,865.99           | 2,231,605.90           | 856,736.51             | 1,940,000.00           | 2,200,000.00           |
| 53                               | 37020 | Employer Contributions   | 1,837,000.00           | 1,900,000.00           | 1,992,833.93           | 1,866,217.76           | 1,985,000.00           | 2,068,000.00           |
| 53                               | 37030 | Prior Year Contributions | 9,070.55               | 9,630.28               | 10,225.07              | 4,444.63               | -                      | -                      |
| 53                               | 37031 | Other Member Revenue     | -                      | -                      | -                      | -                      | -                      | -                      |
| 53                               | 37032 | Interest from Members    | 2,400.73               | 1,841.00               | 1,246.21               | 335.07                 | -                      | -                      |
| 53                               | 37900 | Other Revenue            | 100.22                 | 379.06                 | 454.13                 | 810.47                 | -                      | -                      |
|                                  |       |                          |                        |                        |                        |                        |                        |                        |
| <b>Police Pension Fund Total</b> |       |                          | <b>\$ 4,456,680.09</b> | <b>\$ 4,114,388.21</b> | <b>\$ 4,639,949.55</b> | <b>\$ 2,935,164.05</b> | <b>\$ 4,370,500.00</b> | <b>\$ 4,734,700.00</b> |

## Police Pension Fund

## Expenses

|                           |       |                    | FY 16/17<br>Actual | FY 17/18<br>Actual | FY 18/19<br>Actual | FY 19/20<br>Q2 | FY 19/20<br>Budget | FY 20/21<br>Dept. | FY 20/21<br>Manager | FY 20/21<br>Budget |
|---------------------------|-------|--------------------|--------------------|--------------------|--------------------|----------------|--------------------|-------------------|---------------------|--------------------|
| 53900000                  | 41195 | Benefits & Refunds | \$ 971,371.31      | \$ 1,170,770.52    | \$ 1,175,987.50    | \$ 549,744.77  | \$ 1,424,000.00    | \$1,530,000.00    | \$1,530,000.00      |                    |
| 53900000                  | 42200 | Administration     | 134,129.89         | 136,949.76         | 150,377.10         | 51,175.61      | 144,400.00         | 164,400.00        | 164,400.00          |                    |
| Police Pension Fund Total |       |                    | \$ 1,105,501.20    | \$ 1,307,720.28    | \$ 1,326,364.60    | \$ 600,920.38  | \$ 1,568,400.00    | \$ 1,694,400.00   | \$ 1,694,400.00     | \$ -               |



## Debt Service Fund

## Revenues

|                                |       |                            | FY 16/17<br>Actual   | FY 17/18<br>Actual   | FY 18/19<br>Actual   | FY 19/20<br>Q2     | FY 19/20<br>Budget  | FY 20/21<br>Budget |
|--------------------------------|-------|----------------------------|----------------------|----------------------|----------------------|--------------------|---------------------|--------------------|
| 99000500                       | 36001 | Interest                   | \$ 5,886.59          | \$ 12,463.99         | \$ 21,754.68         | \$ 7,088.79        | \$ 10,000.00        | \$ -               |
| 99000500                       | 38001 | Transfer From General Fund | 610,000.00           | 625,000.00           | 622,000.00           | -                  | -                   | -                  |
| <b>Debt Service Fund Total</b> |       |                            | <b>\$ 615,886.59</b> | <b>\$ 637,463.99</b> | <b>\$ 643,754.68</b> | <b>\$ 7,088.79</b> | <b>\$ 10,000.00</b> | <b>\$ -</b>        |

## Debt Service Fund

## Expenditures

|                                     |       |                | FY 16/17<br>Actual   | FY 17/18<br>Actual   | FY 18/19<br>Actual   | FY 19/20<br>Q2     | FY 19/20<br>Budget   | FY 20/21<br>Dept. | FY 20/21<br>Manager | FY 20/21<br>Budget |
|-------------------------------------|-------|----------------|----------------------|----------------------|----------------------|--------------------|----------------------|-------------------|---------------------|--------------------|
| 99900100                            | 46680 | Bond Principal | \$ 550,000.00        | \$ 565,000.00        | \$ 600,000.00        | \$ -               | \$ 615,000.00        | \$ -              | \$ -                | \$ -               |
| 99900600                            | 46681 | Bond Interest  | 52,675.00            | 41,675.00            | 30,375.00            | 7,687.50           | 15,400.00            | -                 | -                   | -                  |
| 99900600                            | 46682 | Bond Fees      | 535.00               | 535.00               | 535.00               | -                  | 2,000.00             | -                 | -                   | -                  |
| <b>Debt Service Fund Total</b>      |       |                | <b>\$ 603,210.00</b> | <b>\$ 607,210.00</b> | <b>\$ 630,910.00</b> | <b>\$ 7,687.50</b> | <b>\$ 632,400.00</b> | <b>\$ -</b>       | <b>\$ -</b>         | <b>\$ -</b>        |
|                                     |       |                |                      |                      |                      |                    |                      |                   |                     |                    |
| Note: Debt service on Series 2014A. |       |                |                      |                      |                      |                    |                      |                   |                     |                    |



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

**– M E M O R A N D U M –**

DATE: Friday, February 21, 2020

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *McHenry County Conservation District (MCCD) Intergovernmental Agreement (IGA) for the Prairie Trail, Trailhead and Bridge Project*

---

The Public Works staff has been working with the MCCD staff to develop an IGA (attached) for the planned improvements for the above referenced project. The proposed improvements are described as:

- Trailhead amenities installed just east of the intersection of Rt. 31 and South Main St. including but not limited to, decorative bike racks, bike repair station decorative trash receptacles, picnic tables, a wayfinding/information Kiosk, bollard lighting, a drinking fountain for humans and pets, as well as various landscaping/streetscape enhancements which are in keeping with the Village streetscape theme.
- The bridge over La Fox River Drive will also be removed (at the commencement of the Stage 3 Wet Utility Project) and replaced with a new bridge.
- A new ADA compliant ramp will be installed on the east side of La Fox River Drive at the bridge to provide access from the street level.

The IGA covers numerous elements related to the project, the most important of which is Maintenance responsibility. We have attached two pages from the plan set which depicts the maintenance responsibility for the Village. All other areas outside the areas that are outlined in red, including the bridge, will be maintained by MCCD.

This IGA has been reviewed and edited by both Public Works and MCCD staff and was approved by the MCCD Board at their February 25, 2020 meeting.

We recommend that COW approve and send this agreement to the Village Board for approval.

Please advise if you have any questions.

**INTERGOVERNMENTAL AGREEMENT  
REGARDING IMPROVEMENTS TO BE CONSTRUCTED  
AND MAINTAINED ALONG AND/OR SERVING THE PRAIRIE TRAIL  
by and between  
THE MCHENRY COUNTY CONSERVATION DISTRICT  
and  
THE VILLAGE OF ALGONQUIN**

INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the MCHENRY COUNTY CONSERVATION DISTRICT, a conservation district organized and existing under the laws of the state of Illinois and having its principal administrative offices in Woodstock, Illinois (hereinafter referred to as the “DISTRICT”), and the VILLAGE OF ALGONQUIN, an Illinois municipal corporation (hereinafter referred to as the “VILLAGE”);

**WITNESSETH:**

WHEREAS, the DISTRICT and the VILLAGE are each units of local government authorized by the Illinois Constitution (Ill. Const. Art. VII Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to contract with each other and to otherwise agree among themselves and to undertake certain transactions with each other; and

WHEREAS, the DISTRICT owns, operates and maintains a multi-use recreational trail that is open to the public known as the Prairie Trail (hereinafter referred to as the “Trail”) on certain real estate within the corporate boundaries of the VILLAGE identified by Permanent Index Number 19-34-155-010; it being a corridor of land 100 feet in width and part of the now abandoned Chicago and North Western Transportation Company right-of-way lying South of Main Street and North of the Fox River excluding the La Fox River Drive crossing (hereinafter referred to as the “District Property”) and which is depicted in **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the VILLAGE desires to construct and maintain certain improvements and amenities on the District Property, including but not limited to; bike racks, a bike repair station, a trash receptacle, two columns, a drinking fountain with dog bowl, an arc bench, a curved arbor, public art, a relocated District sign and landscaping (hereinafter referred to as the “Streetscape Project”) and the DISTRICT is amenable to the fulfillment of the Streetscape Project pursuant to the terms and conditions contained herein; and

WHEREAS, the VILLAGE acknowledges that the DISTRICT enjoys certain established rights to the Trail’s overpass crossing of La Fox River Drive and the VILLAGE desires to replace the existing bridge that serves the Trail for said crossing with a new bridge that will continue to serve the Trail for said crossing but that will have improved clearance between the road surface and the bridge superstructure (hereinafter referred to as the “Bridge Project”); and

WHEREAS, the DISTRICT acknowledges that the VILLAGE has roadway jurisdiction of La Fox River Drive and accordingly the DISTRICT is willing to cooperate with the VILLAGE and is amenable to the fulfillment of the Bridge Project pursuant to the terms and conditions contained herein; and

WHEREAS, the Streetscape Project and portions of the Bridge Project will be constructed on the District Property, it is appropriate for certain rights of access to be granted to the VILLAGE by the DISTRICT to allow for and to facilitate VILLAGE's activities and responsibilities contemplated herein; and

WHEREAS, so as to formalize the relationship with respect to the construction and maintenance of the aforesaid Streetscape Project and Bridge Project, the parties hereto have agreed to enter into this Agreement and undertake the duties and obligations hereinafter provided;

NOW, THEREFORE, in the spirit of intergovernmental cooperation and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency which are hereby mutually acknowledged, it is agreed as follows:

1. **RECITALS:** The recitals are hereby incorporated by this reference.
2. **STREETSCAPE PROJECT AND BRIDGE PROJECT PLANS AND SPECIFICATIONS ACCEPTABILITY:** The DISTRICT has reviewed the plans and specifications for the Streetscape Project and Bridge Project prepared for the VILLAGE by Christopher B. Burke Engineering, Ltd. dated January 14, 2020 and titled, "Prairie Trail Proposed Improvement Village of Algonquin, Illinois", a copy of which is attached hereto and incorporated herein as **Exhibit B** and hereby finds them to be acceptable.
3. **GRANT OF LICENSE FOR CONSTRUCTION AND MAINTENANCE:** Subject to the terms and conditions contained in this Agreement, the DISTRICT hereby grants to the VILLAGE, its agents, contractors and employees, a temporary non-exclusive license to access the District Property for the sole and express purpose of performing the work necessary to fulfill the VILLAGE'S obligations and responsibilities associated with the construction and/or maintenance of the Streetscape Project and the Bridge Project as described in this Agreement.
4. **STREETSCAPE PROJECT CONSTRUCTION AND FUTURE MAINTENANCE:** It is contemplated between the parties hereto that the Streetscape Project's construction will commence in the spring of 2020 and will be completed in approximately four (4) months. Said construction of the Streetscape Project and the future maintenance of same shall be subject to the following terms and conditions:
  - a. The VILLAGE shall be responsible for obtaining any and all permits and legal entitlements necessary for the Streetscape Project.

- b. All costs related to the construction of the Streetscape Project shall be paid by the VILLAGE and the VILLAGE shall be solely responsible for all future maintenance, repair, replacement and/or removal of all improvements made as part of the Streetscape Project and the costs associated with same. The area of VILLAGE maintenance responsibility related to the Streetscape Project is depicted within the red-outlined boundaries on Sheet 14 of the project plans and specifications attached hereto as **Exhibit B**.
  - c. The Streetscape Project shall be constructed in accordance with the plans and specifications attached hereto as **Exhibit B**, in a good and workmanlike manner and all maintenance, repair, replacement and/or removal of improvements shall be done in accordance with the customary and normal standards in the industry. All aforementioned activities shall be done in such a way as to cause no undue delay or unreasonable interference with the constant, continuous, and uninterrupted use of the Trail by the DISTRICT and the public, and nothing shall be done or suffered to be done by the VILLAGE at any time that would in any manner impair the safety thereof. Accordingly, the VILLAGE shall be solely responsible for causing the on-site implementation and maintenance of appropriate traffic control and its safety measures when performing work on the District Property including, but not limited to, all signage, barricades, flaggers and fencing necessary for the public use of the Trail. The DISTRICT will use its best efforts to communicate to the public any work identified by the VILLAGE that could affect the recreational use of the Trail via its website and social media.
  - d. Prior to the initial commencement of construction for the Streetscape Project and prior to any subsequent major maintenance, repair, replacement and/or removal of improvements, the VILLAGE will provide notice to the DISTRICT at least ten (10) days in advance of the commencement of such work and all such work, once commenced, shall be prosecuted diligently to completion. If an emergency should arise requiring immediate attention to Streetscape Project improvements, the VILLAGE shall provide as much notice as practical to the DISTRICT before commencing any work on the District Property and shall notify the DISTRICT of the completion of any work undertaken on the District Property.
  - e. Any damage to the Trail and/or the District Property resulting from the Streetscape Project shall be promptly repaired and restored to the same condition it was in prior to the access and construction. All such repairs and/or restoration shall be done by the VILLAGE and at no cost or expense to the DISTRICT.
5. **BRIDGE PROJECT CONSTRUCTION AND FUTURE MAINTENANCE:** It is contemplated between the parties hereto that the Bridge Project's construction will commence in the summer of 2020 and will be completed in approximately nine (9) months. Said construction of the Bridge Project and the future maintenance of same shall be subject to the following terms and conditions:

- a. The VILLAGE shall be responsible for obtaining any and all permits and legal entitlements necessary for the construction of Bridge Project.
- b. All costs related to the construction of the Bridge Project shall be paid by the VILLAGE.
- c. The Bridge Project shall be constructed in accordance with the plans and specifications attached hereto as **Exhibit B**, in a good and workmanlike manner and in accordance with the customary and normal standards in the industry. Prior to the commencement of construction, the VILLAGE shall provide and obtain the mutual agreement of the DISTRICT to a plan for the temporary re-routing of the Trail around the construction site to allow, to the extent reasonably practical, for the safe, uninterrupted use of the rest of Trail by the DISTRICT and the public. During construction of the Bridge Project, the VILLAGE shall be solely responsible for causing the on-site implementation and maintenance of appropriate traffic control and its safety measures including, but not limited to, all signage, barricades, flaggers and fencing necessary for the public use of the Trail as contained in the project plans and specifications attached hereto as **Exhibit B**. The DISTRICT will use its best efforts to communicate to the public any work identified by the VILLAGE that could affect the recreational use of the Trail via its website and social media.
- d. Prior to the initial commencement of construction for the Bridge Project, the VILLAGE will provide notice to the DISTRICT at least ten (10) days in advance of the commencement of such work and all such work, once commenced, shall be prosecuted diligently to completion.
- e. Any damage to the Trail and/or the District Property resulting from the Bridge Project's construction shall be repaired and restored to the same condition it was in prior to the access and construction. All such repairs and/or restoration shall be done by the VILLAGE and at no cost or expense to the DISTRICT.
- f. Upon substantial completion of construction of the Bridge Project, the VILLAGE shall provide notice to the DISTRICT of same, and the parties shall agree in writing that it is ready to be utilized by the public. The status and schedule for completing any outstanding details relative to the construction of the Bridge Project shall also be agreed in writing at that time.
- g. After the completion of the construction of the Bridge Project, the DISTRICT shall be solely responsible for all future maintenance of the Bridge Project and costs associated with same including repairs, replacement and/or removal of all improvements made as part of the Bridge Project if needed, except for the improvements and area associated with the pedestrian ramp connecting the bridge to street level which shall remain the sole responsibility of the VILLAGE for all future maintenance. The area of VILLAGE maintenance responsibility related to the Bridge Project is depicted within the red-outlined boundaries on Sheet 12 of the project plans and specifications attached hereto as **Exhibit B**. All

maintenance, repair, replacement and/or removal of improvements shall be done in accordance with the customary and normal standards in the industry. Notwithstanding the foregoing, the VILLAGE agrees to actively cooperate and seek to obtain any remedies that may be available from manufacturers or contractors for repairs to or replacement of the Bridge Project or any of its components due to manufacturer's defects in the original components or faulty installation/construction during the original construction period overseen by the VILLAGE. The DISTRICT agrees to comply with the VILLAGE's reasonable requests that may be made from time to time to maintain certificates of insurance or obtain them from any contractors utilized by the DISTRICT listing the VILLAGE as an additional insured relative to any of the aforesaid future maintenance taking place within the VILLAGES's roadway jurisdiction of La Fox River Drive. The DISTRICT also agrees to comply with any permit requirements of the VILLAGE relating to the future maintenance of the Bridge Project, however, it is the mutual understanding and agreement of the parties that the DISTRICT will be exempt from any fees associated with any such permits.

6. **CLAIMS AND LIENS FOR LABOR AND MATERIAL:** Each party shall fully pay for all materials affixed to and labor performed in connection to their respective obligations for construction and/or maintenance contemplated herein and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against any real estate for any work done or materials furnished thereon at the instance or request on behalf of such party. Each party agrees to indemnify and hold harmless the other party against and from any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
7. **PREVAILING WAGE ACT:** All contracts for construction or maintenance entered into by either party for the work contemplated by this Agreement shall require compliance with the Prevailing Wage Act.
8. **INDEMNIFICATION AND HOLD HARMLESS:** The DISTRICT and the VILLAGE agree to indemnify, hold harmless, and defend the other against any and all claims arising out of, in connection with, or as a result of the acts or omissions of itself, or its authorized agents, employees, or officers under this Agreement.
9. **INSURANCE REQUIREMENTS OF THE VILLAGE'S CONTRACTORS:** During the term of this Agreement, the VILLAGE's contract(s) with each contractor accessing the District Property shall require that each contractor provide the DISTRICT with a Certificate of Insurance and otherwise comply with the insurance requirements which are attached hereto as **Exhibit C**. It is the mutual understanding and agreement that the insurance requirements for the VILLAGE's contractors provided herein are subject to periodic review and reasonable revision by the DISTRICT from time to time and the VILLAGE agrees to obtain compliance with any said reasonable revisions.



10. **INSURANCE REQUIREMENTS OF THE VILLAGE**: The VILLAGE shall be required to maintain the insurance required by this section or in such higher amounts in the future which are commercially reasonable. All insurance required shall be with financially sound insurance companies or through a self-insured intergovernmental risk pool or agency and written for not less than the limits of liability specified in this section, or required by law, whichever coverage is greater. All required coverage shall be maintained on an occurrence basis without interruption from the date of commencement of this Agreement. All insurance shall be written on insurance services office (ISO) or comparable forms and shall be written for not less than the following minimum limits or greater if required by law. It is the mutual understanding and agreement that the insurance requirements of the VILLAGE provided herein are subject to periodic review and reasonable revision by the DISTRICT from time to time and the VILLAGE agrees to comply with any said reasonable revisions.
- a. Commercial General Liability Insurance including as minimum coverages or limits of liability: \$ 2 million combined single limit per occurrence for bodily injury and property damage.
  - b. Business Automobile Liability Insurance including owned, hired and non-owned vehicles with combined single limit - \$1,000,000 per accident.
  - c. Before the VILLAGE begins any work contemplated by this Agreement, it shall provide the DISTRICT with a Certificate of Insurance naming the DISTRICT, and its principals, officers, Board of Trustees, elected and appointed officials, employees, and agents as additional insureds on all policies of insurance required herein and copies of applicable endorsements. The Certificate of Insurance shall provide that the coverage shall not be terminated or materially modified unless thirty (30) days written notice has been given to THE DISTRICT by certified mail return receipt requested.
  - d. All the insurance required by this section shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insured. If the DISTRICT has other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.
  - e. Under no circumstances shall the DISTRICT be deemed to have waived any of the insurance requirements of this Agreement by (1) the VILLAGE beginning any work described herein before receipt of certificates of insurance or additional insured endorsements; (2) by failing to review any certificates or documents received; or (3) by failing to advise the VILLAGE that any certificate of insurance or additional insured endorsement fails to contain all of the required insurance provisions or is otherwise deficient in any manner. The VILLAGE agrees that the obligation to provide the insurance required by this Agreement is solely its responsibility and that its obligations cannot be waived by any act or omission of the DISTRICT.

11. **TERM/TERMINATION:** In the event neither the Bridge Project or the Streetscape Project commences construction with five (5) years of the date of this Agreement, this Agreement, including the license granted herein, shall immediately terminate; otherwise this Agreement shall continue in full force and effect for an initial term of twenty (20) years and shall renew, without any affirmative actions of the parties hereto, for successive and additional five (5) year terms thereafter unless terminated by either party hereto as provided. It is the mutual understanding and agreement of the parties hereto that either party may terminate the Agreement at any time after the initial term of twenty (20) years, with or without cause, upon one hundred eighty (180) days' prior notice to the other given in conformance with the requirements of Paragraph 15 hereof.
12. **FORCE MAJEURE:** Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including but not limited to, fire, storm, flood, earthquake, explosion, accident, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God. Notwithstanding the foregoing, neither party shall be entitled to rely on this provision unless it is using its commercially reasonable efforts to resume performance. Any delay in performance permitted under this provision shall be for no longer than the duration of the event giving rise to the delay.
13. **AUTHORIZED SIGNATURES/EFFECTIVENESS:** The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind the DISTRICT and the VILLAGE, and the Agreement shall not be effective until fully executed and delivered to both parties.
14. **RIGHTS OF THIRD PARTIES:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party unless expressly stated herein. Nothing in this Agreement shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the DISTRICT and the VILLAGE as to any claim, cause and/or cause of action of any kind whatsoever.
15. **NOTICES:** All notices, demands, and requests required or permitted hereunder shall be deemed to have been sufficiently given if mailed by certified mail, return receipt requested, or forwarded by facsimile, or delivered by courier as follows:

If to the DISTRICT:

MCHENRY COUNTY CONSERVATION DISTRICT  
18410 U.S. Highway 14  
Woodstock, Illinois 60098  
Attn: Executive Director  
Fax No.: (815) 334-2875

If to the VILLAGE:

VILLAGE OF ALGONQUIN  
2200 Harnish Drive  
Algonquin, Illinois 60102  
Attn: Village Manager  
Fax No.: (847) 658-4564

16. **COUNTERPARTS, FACSIMILE OR .PDF SIGNATURES:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Copies of any signature hereto shall, upon its transmission of either party hereto, be fully binding and enforceable as an original for the purposes hereof.
17. **APPLICABLE LAW: VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in McHenry County, Illinois.
18. **SEVERABILITY:** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
19. **ENTIRE AGREEMENT:** This Agreement contains all of the terms, conditions, and agreements between the parties hereto and no alterations, additions, or changes hereto shall be valid unless memorialized in a written amendment hereto executed by the VILLAGE and the DISTRICT.

IN WITNESS WHEREOF, the DISTRICT and the VILLAGE have caused this Agreement to be executed as of the date first above written at Woodstock, Illinois.

**MCHENRY COUNTY CONSERVATION  
DISTRICT**

**VILLAGE OF ALGONQUIN**

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

President  
Board of Trustees

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

President

Attest: \_\_\_\_\_

Secretary  
Board of Trustees

Attest: \_\_\_\_\_

Village Clerk

**STATE OF ILLINOIS        )**

**)SS**

**COUNTY OF MCHENRY )**

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the President, and \_\_\_\_\_, the Secretary, of the Board of Trustees of the MCHENRY COUNTY CONSERVATION DISTRICT, a conservation DISTRICT organized and existing under the laws of the State of Illinois (the "DISTRICT"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the DISTRICT, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

**STATE OF ILLINOIS        )**

**)SS**

**COUNTY OF MCHENRY )**

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the President and \_\_\_\_\_, the Village Clerk, of the VILLAGE OF ALGONQUIN, an Illinois municipal corporation (the "VILLAGE"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the VILLAGE, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

## DISTRICT PROPERTY



**Exhibit B**

**STREETSCAPE PROJECT AND BRIDGE PROJECT PLANS AND SPECIFICATIONS**

**(Plans and Specifications follow this page; the rest of this page is intentionally blank)**

## **Exhibit C**

### **CONTRACTOR/SUBCONTRACTOR INSURANCE REQUIREMENTS**

(Four Pages)

As used herein, "Contractor" shall mean the contractor(s) or any subcontractor working on the Project described in the Agreement and "Owner" shall mean the McHenry County Conservation District.

Contractor shall obtain insurance of the types and in the amounts listed below.

#### **A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

#### **B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.



**C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. Workers' Compensation Insurance**

Contractor shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

**E. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Temporary Construction Easement at Owner's option.



With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

## **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

## **3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

## **4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

## **5. Subcontractors**

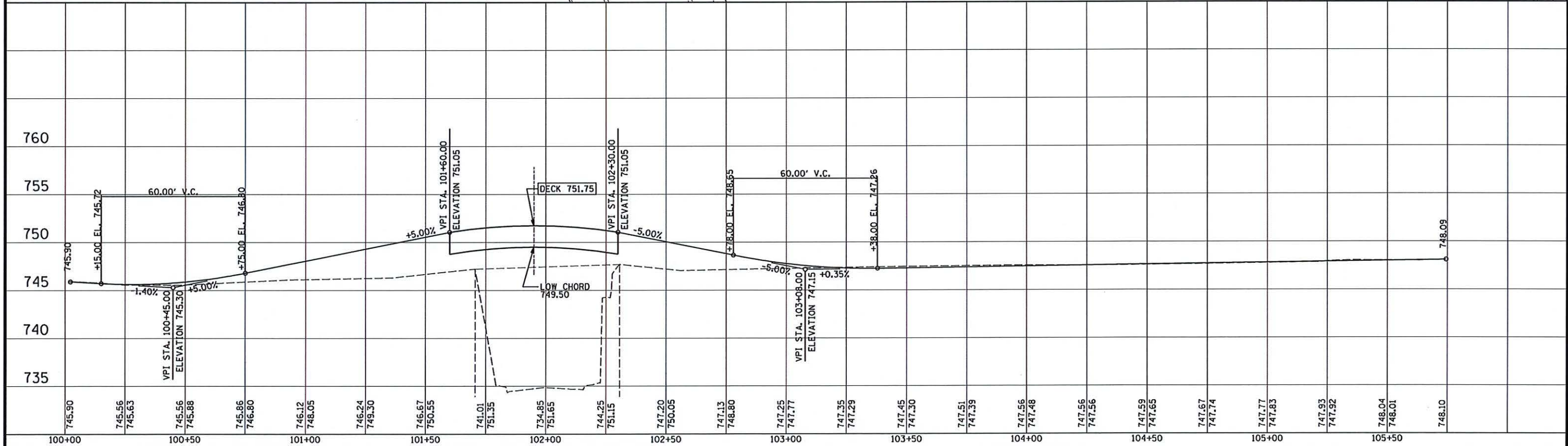
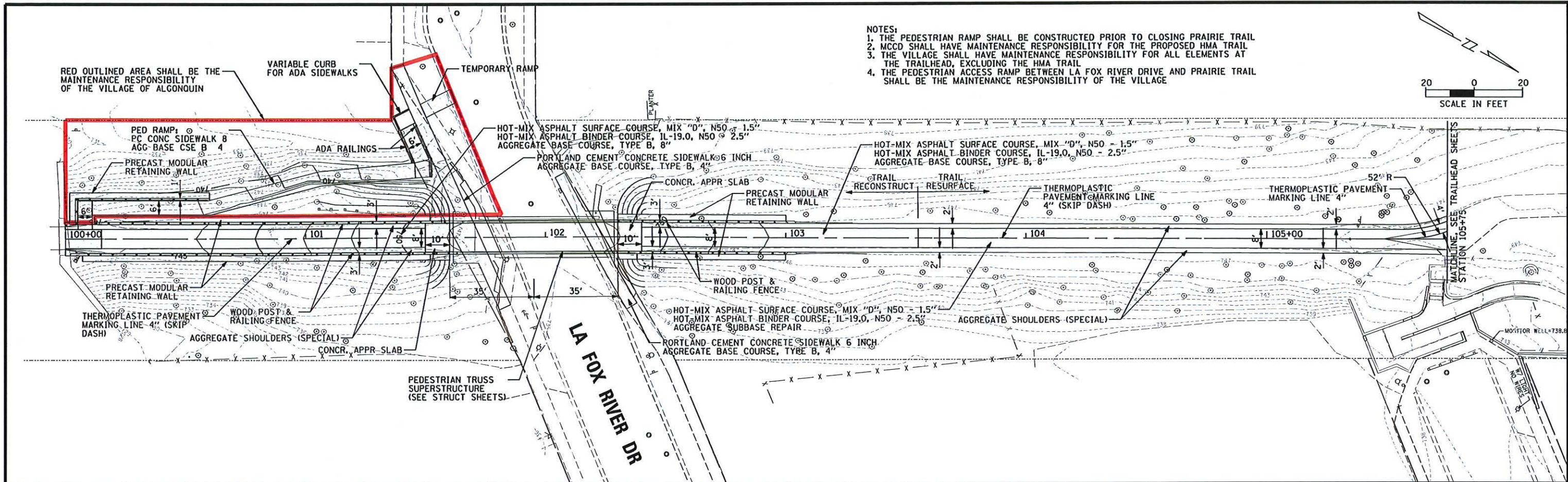
Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

## **F. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its

officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement.





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

CLIENT:

| NO. | DATE       | NATURE OF REVISION   | CHKD. | MODEL |
|-----|------------|----------------------|-------|-------|
| 1   | 01/14/2020 | ISSUED FOR PERMIT    | DO    | DO    |
| 2   | 02/11/2020 | REVISED PER COMMENTS | DO    | DO    |

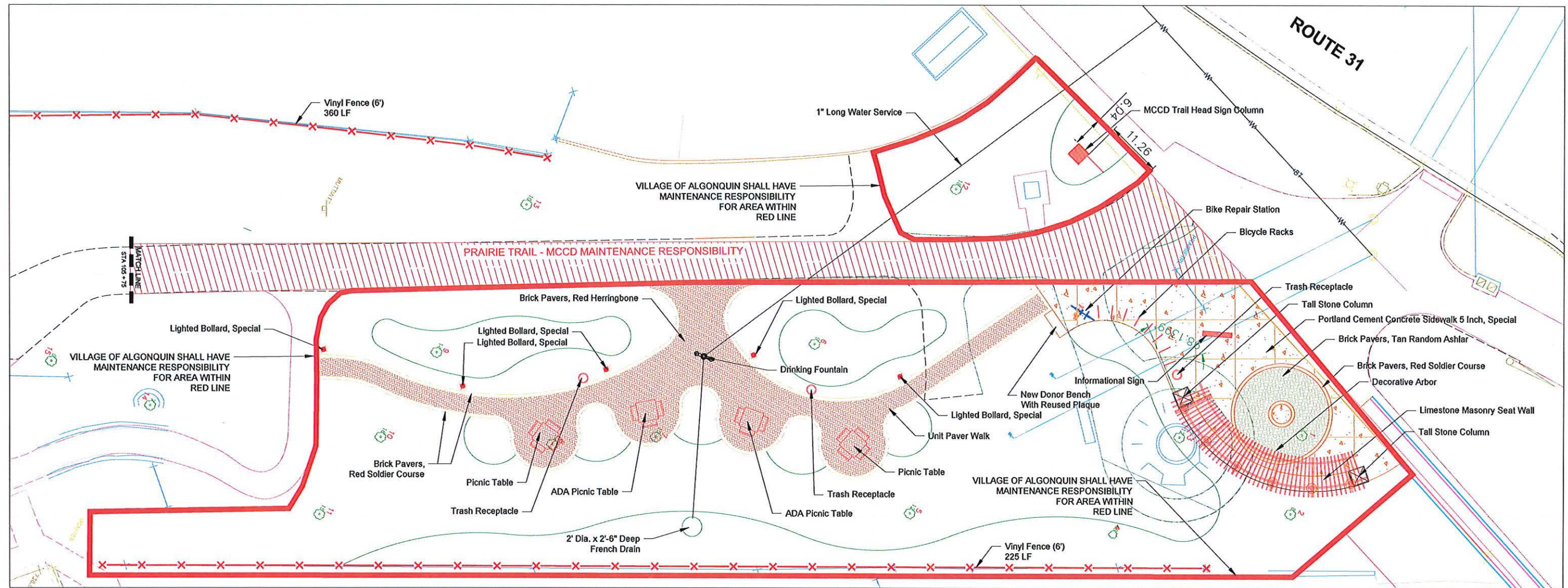
| DSGN.                         | DOC       |
|-------------------------------|-----------|
| DO                            | DO        |
| CHKD. <td>JGS</td>            | JGS       |
| SCALE: <td>20'</td>           | 20'       |
| PLOT DATE: <td>2/11/2020</td> | 2/11/2020 |
| CAD USER: <td>doconnell</td>  | doconnell |
| MODEL: <td>Default</td>       | Default   |

TITLE:

**PRAIRIE TRAIL  
(TRAILHEAD TO LA FOX RIVER)  
PROPOSED PLAN AND PROFILE**

PROJ. NO. 070273.00131  
DATE: 01/14/2020  
SHEET 12 OF 36  
DRAWING NO.





# PROPOSED PLAN

NOTE:  
VILLAGE OF ALGONQUIN SHALL HAVE MAINTENANCE RESPONSIBILITY  
FOR ALL ELEMENTS EXCLUDING THE HMA TRAIL.



New Vinyl Fence

NEW CertainTeed Fence, Style; Chesterfield with Certagrain Texture  
6' H X 8' W PANELS, Color; Timber Blend

## LEGEND

- PCC SIDEWALK 5 INCH, SPECIAL
- HMA (MCCD MAINTENANCE RESPONSIBILITY)
- UNIT PAVERS



CLIENT:



THE VILLAGE OF  
**ALGONQUIN**  
ILLINOIS

|           |  |                    |       |        |
|-----------|--|--------------------|-------|--------|
| NO.       | DATE   | NATURE OF REVISION | CHKD. | MODEL: |
| FILE NAME | N:\ALGONQUIN\070273\070273.000958 Landscaping\MCCD Trailhead |                    |       |        |

TITLE:

**PRAIRIE TRAIL  
(TRAILHEAD)  
PROPOSED PLAN**

PROJ. NO. 070273.00131

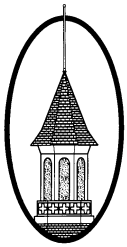
DATE: 1/14/2020

SHEET 14 OF 38

DRAWING NO.

**PROP**





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

**– M E M O R A N D U M –**

DATE: February 21, 2020

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Design Build Services – Holder Park Detention Naturalization*

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Attached you will find a copy of an agreement with Applied Ecological Services, Inc. for design/build services for the Holder Park Detention Naturalization project in the amount of \$55,000.00. This project is part of a larger initiative in the Village of Algonquin to restore its mowed turf grass detention basins to native areas. Over the past 11 years, the Village has naturalized five of the turf grass detentions that we own to naturalized basins. It is one of the remaining basins east of the Fox River that is still entirely turf grass. Therefore, the site is ideal for providing habitat restoration, groundwater infiltration, and stormwater quality run off improvements via native plants.

Of the formerly restored stormwater basin projects, Applied Ecological Services was responsible for designing and installing four of them. Their experience with this type of work as well as their knowledge of the Village's natural area plan makes them a nice fit to perform the work on this project.

Funding for the project will come out of the Park Improvement Fund and specifically the Open Space Maintenance line item (44425). The money in this line item is restricted and can only be used for watershed enhancement, protection and maintenance of natural areas as it is collected from private developers through the Watershed Protection portion of the Village's subdivision ordinance. The money is proposed in the FY 2020/21 budget which will go into effect May 1, 2020. Design and construction of the project will take place after that date.

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 for the Holder Park Detention Basin Naturalization project to Applied Ecological Services, Inc. for \$55,000.00.

## Contracting Estimate and Agreement

### Project Information

Project Name: Holder Park Detention Naturalization  
AES Project Number: 20-0035  
Branch: F:WI-IL

March 6, 2020

Robert Mitchard  
Director of Public Works  
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 this work. 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           |
|---|-------|------|-------------|--------------------|
| <b>Design</b>   |       |      |             |                    |
| Design plan prepared by AES Ecologist and Landscape Architect | 1     | LS   | \$3,000.00  | \$3,000.00         |
| <b>Construction</b>   |       |      |             |                    |
| Broadcast herbicide all existing vegetation                   | 2     | Each | \$1,350.00  | \$2,700.00         |
| Disc/till between broadcast herbicide treatments              | 1     | Each | \$1,250.00  | \$1,250.00         |
| Soil preparation & native seeding                             | 1.6   | Acre | \$3,000.00  | \$4,800.00         |
| Install NAG S75BN erosion control blanket                     | 1.6   | Acre | \$13,000.00 | \$20,800.00        |
| Install 1,500 wet prairie native plant plugs                  | 1,500 | Each | \$5.50      | \$8,250.00         |
| <b>Three Year M&amp;M (2021-2023)</b>                         |       |      |             |                    |
| Mow trips   | 4     | Trip | \$650.00    | \$2,600.00         |
| Spot Herbicide Trips  | 6     | Trip | \$1,000.00  | \$6,000.00         |
| Controlled Burn (2023)  | 1     | LS   | \$2,600.00  | \$2,600.00         |
| Ecologist Site Visits   | 6     | Trip | \$500.00    | \$3,000.00         |
| <b>Total</b>  |       |      |             | <b>\$55,000.00</b> |

### Assumptions:

Prevailing Wage rates have been included for the Construction tasks but not for the Three Year Maintenance.

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**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 to support any exemption.
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.
6. 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:

|   |      |
|---|------|
| <input type="checkbox"/> Mark if same as above. |      |
| Company:  |      |
| Name:   |      |
| Title:  |      |
| Address:  |      |
| City, State, Zip:                               |      |
| Phone:  | Fax: |
| Email:  |      |



# Holder Park Detention Site





# Standard Terms and Conditions

1. **Term and Termination.** These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between Applied Ecological Services, Inc. (hereafter AES) and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

1.1. **Termination.** Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, AES shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.

1.2. **Payment Upon Termination.** In the event of termination, all previous unpaid invoices submitted by AES to Client will be due and payable. AES will also be paid, under the terms of the Agreement, for any and all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Additionally, AES will be reimbursed on a time-and-expenses basis at AES' standard rates for all reasonable termination expenses including: the cost of completing analyses, records, and reports necessary to document job status at the time of termination; the cost to bring any site work to a safe and stable condition; and reasonable costs associated with untimely demobilization and reassignment of personnel and equipment.

1.3. **Transition Period.** In the event that this Agreement is terminated by either party, Client may require AES to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

## 2. **Invoicing and Payment.**

2.1. **Invoicing/Payment Term.** AES shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from AES, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify AES in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by AES shall be at the rates specified in AES' Quote for Services and Statement of Work and incorporated by reference herein. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.

2.2. **Taxes.** All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.

2.3. **Currency.** All fees are stipulated in U.S. Dollars and must be paid to AES in U.S. Dollars.

2.4. **Method.** Payments to AES shall be made via Automated Clearing House (ACH) to AES' bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "Applied Ecological Service, Inc." can be mailed to P.O. Box 256, Brodhead, WI 53520. Please indicate the AES invoice number(s) in check memo.

Bank Name: **The Bank of New Glarus/Sugar River Bank Branch**  
Bank Address: **2006 1<sup>st</sup> Center Ave, Brodhead, WI 53520**  
Routing Number: **075903912**  
Checking Account Number: **101753861**

2.5. **Prevailing Wages.** Unless specifically set forth in the applicable Letter Agreement, Client represents that prevailing wages are not required for any of AES' Services under this Agreement. However, should AES be required to pay prevailing wages, Client will pay AES the increased costs associated with the applicable prevailing wage rates, including any penalties, back wages, and administrative expenses.

3. **Liens.** AES reserves the right to place or file liens on the Client's property if payment for work or Services performed is not made in a timely fashion, subject to compliance with applicable laws. Advance notices of lien rights with respect to an applicable project may be provided as an attachment to this Agreement.

## 4. **Confidentiality.**

4.1. **Definition and Exceptions.** For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes,

designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.

4.2. Nondisclosure of Confidential Information. During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.

4.3. Use of Project Information. Client agrees that AES may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

## 5. Ownership of Work Product.

5.1. Work Product. All drawings, specifications and other documents and electronic data furnished by AES to Client under this Agreement ("Work Product") are deemed to be Instruments of Service, and AES shall retain the ownership and property interest therein, including the copyrights thereto.

5.2. Client's Limited License. Upon Client's payment in full for all work performed under this Agreement, AES shall grant Client a limited license to use the Work Product in connection with Client's occupancy or possession of the applicable project, and the drawings, specifications and other documents prepared by AES for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product is at Client's sole risk and without liability or legal exposure to AES.

5.3. Use. Any documents generated by AES are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by AES in writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to AES. Client further agrees that it shall defend, indemnify and hold harmless AES from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

## 6. Insurance.

6.1. Coverage. At all times during the term of this Agreement, AES shall, at its own expense, maintain insurance coverage of the kind and in the minimum amounts listed in **Exhibit A**.

6.2. Waiver of Subrogation. To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.

6.3. Additional Coverage. Upon advance written notice, AES shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.

6.4. Notice of Cancellation. The above-required insurance shall be maintained by AES during the term of this Agreement, and shall not be canceled, altered, or amended by AES without thirty (30) days advance written notice to Client.

7. Limitation of Liability. With respect to any claim covered pursuant to the terms and conditions of AES' liability insurance policies carried pursuant to this Agreement, Client agrees that AES' total liability for acts, omissions, or damages, shall not exceed the available limits of coverage as set forth in such insurance policies.

Notwithstanding any other term of this Agreement to the contrary, in no event shall AES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology,

loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence), or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by AES to Client, regardless of whether AES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

## **8. Indemnification.**

8.1. AES' Indemnification of Client. To the fullest extent permitted by law, AES shall indemnify and hold harmless the Client, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of AES, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

8.2. Client's Indemnification of AES. To the fullest extent permitted by law, Client shall indemnify and hold harmless AES, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client, its subcontractors (other than AES), anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

9. Independent Entities. Client and AES are independent entities, and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

## **10. Dispute Resolution.**

10.1. Direct Discussion. If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.

10.2. Project Status During Dispute. If the dispute does not result in the termination of the Agreement, AES shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.

10.3. Mediation. If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation, and shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

## **11. Standard of Care / Warranties.**

11.1. Standard of Care. All Services provided by AES shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.

11.2. Warranties. Construction work performed by AES includes a one (1) year warranty on materials and workmanship. AES warrants that such work shall be free from material defects not intrinsic in the design or material required in the Agreement, if any. AES' warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. AES warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Agreement, if any, and free from defective workmanship. If within one year the Client does not promptly notify AES of defective work, the Client waives AES' obligation to correct any defective work as well as the Client's right to claim a breach of warranty with respect to that defective work. If any of the Services are eliminated, or if AES is not retained to perform subsequent phases, AES' responsibility will extend only to the Services it completes.

## **12. Time for Performance.**

12.1. AES' Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and AES and incorporated into this Agreement.

12.2. If the Services to be performed by AES are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of AES, the schedule of work and the date for completion will be adjusted accordingly. AES will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. Miscellaneous.

13.1. Entire Agreement. This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.

13.2. Governing Law and Jurisdiction. This Agreement shall be deemed to be an Agreement made under the laws of the State of Wisconsin, and for all purposes it, plus any related or supplemental exhibits, schedules, documents, or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Wisconsin are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. **CLIENT AND AES WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.**

13.3. Construction / Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

13.4. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.

13.5. Severability. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

13.6. Notices. All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.

13.7. Attorneys' Fees. In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.

13.8. Successors and Assignees. This Agreement will be binding on AES and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void, provided, however, in the case of an assignment by AES to an affiliate controlled by or under the common control of AES, Client's consent will not be unreasonably withheld. Nothing in this section will prevent AES from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.

13.9. Waiver. The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

13.10. Survival. All obligations of Client regarding amounts owed to AES and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.

13.11. Exhibits and Attachments. All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.

13.12. Counterparts / Signatures. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2020

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).

| <b>PRODUCER</b><br>M3 Insurance Solutions, Inc.<br>828 John Nolen Drive<br>Madison WI 53713       | <b>CONTACT NAME:</b> Trisha Stark<br><b>PHONE (A/C, No, Ext):</b> 608-288-2805<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> trisha.stark@m3ins.com<br><b>PRODUCER CUSTOMER ID #:</b> APPLE-1  |                               |        |  |  |  |       |  |       |  |       |             |  |             |  |
|---|---|-------------------------------|--------|--|--|--|-------|--|-------|--|-------|-------------|--|-------------|--|
| <b>INSURED</b><br>Applied Ecological Services Inc<br>17921 W Smith Road<br>Brodhead WI 53520-9355 | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Tokio Marine Specialty Ins. Co</td><td></td></tr><tr><td>INSURER B : The Travelers Indemnity Compan</td><td>25658</td></tr><tr><td>INSURER C : Travelers Property Casualty of</td><td>25674</td></tr><tr><td>INSURER D : The Travelers Indemnity Co. of</td><td>25682</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Tokio Marine Specialty Ins. Co |  | INSURER B : The Travelers Indemnity Compan | 25658 | INSURER C : Travelers Property Casualty of | 25674 | INSURER D : The Travelers Indemnity Co. of | 25682 | INSURER E : |  | INSURER F : |  |
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| INSURER B : The Travelers Indemnity Compan  | 25658   |                               |        |  |  |  |       |  |       |  |       |             |  |             |  |
| INSURER C : Travelers Property Casualty of  | 25674   |                               |        |  |  |  |       |  |       |  |       |             |  |             |  |
| INSURER D : The Travelers Indemnity Co. of  | 25682   |                               |        |  |  |  |       |  |       |  |       |             |  |             |  |
| INSURER E :   |   |                               |        |  |  |  |       |  |       |  |       |             |  |             |  |
| INSURER F :   |   |                               |        |  |  |  |       |  |       |  |       |             |  |             |  |

**COVERAGES****CERTIFICATE NUMBER:** 1198686886**REVISION NUMBER:**

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.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR                                    | SUBR WVD | POLICY NUMBER                        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--|----------|--------------------------------------|-------------------------|-------------------------|---|
| B        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC |  |          | CO-2N096236                          | 3/1/2020                | 3/1/2021                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Deductible \$ 25,000 |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |  |          | 810-2N129260                         | 3/1/2020                | 3/1/2021                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$   |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10,000   |  |          | UB-2N306674                          | 3/1/2020                | 3/1/2021                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$<br>\$  |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input checked="" type="checkbox"/> N | N/A      | UB-2N098463                          | 3/1/2020                | 3/1/2021                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| A<br>C   | Professional/<br>Pollution Liability<br>Installation Floater   |  |          | PPK2101911<br>QT-630-1D655948-TIL-20 | 3/1/2020<br>3/1/2020    | 3/1/2021<br>3/1/2021    | Professional/Retn<br>Pollution/Retention<br>Installation Floater<br>5,000,000/20,000<br>2,000,000/50,000<br>250,000   |

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

**CERTIFICATE HOLDER****CANCELLATION**

|                              |  |
|------------------------------|--|
| Master Certificate<br>.<br>. | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|------------------------------|--|

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

**– M E M O R A N D U M –**

DATE: February 26, 2020

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *IDOT Paperwork*

---

Attached is a supplemental resolution for the expenditure of MFT Funds for 2019 materials and contract services. When using MFT funds for these items, the Village is required to do an estimate of maintenance cost and pass a resolution for that amount in the beginning of the calendar year. This is our best estimate on what we believe the costs will be based on past experience. Sometimes, the actual bid costs of the materials and services are less than our estimate and sometimes they are more.

Once the calendar year is over and the actual amount of MFT money is invoiced, we calculate the total spent and compare that to the resolution that was passed. If more was spent than the estimate, we are required by IDOT to pass a supplemental resolution allocating the additional MFT funds.

For calendar year 2019 our estimate of maintenance cost resolution was passed in the amount of \$1,308,700.00. This was for the purchase of materials (asphalt, salt, sand, and de-icing liquid) and the contracted services of sidewalk removal and replacement, bike path repairs, pavement marking, street sweeping, storm sewer cleaning and street sweeping. The actual cost of these items was \$ 1,379,877.20.

Therefore, a supplemental resolution in the amount of \$71,177.20 is needed in order to final out the 2019 MFT maintenance expenditures. Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of a supplemental resolution in the amount of \$71,177.20





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



|                   |                 |                |
|-------------------|-----------------|----------------|
| Resolution Number | Resolution Type | Section Number |
| 2019-R-41         | Original        | 19-00000-00-GM |

BE IT RESOLVED, by the President and Board of Trustees of the Village of  
Governing Body Type Local Public Agency Type  
Algonquin Illinois that there is hereby appropriated the sum of 1,308,700.00  
Name of Local Public Agency  
One million three hundred eight thousand seven hundred an no cents Dollars (                      )  
 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from  
01/01/19 to 12/31/19  
Beginning Date Ending Date

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

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

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

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

President and Board of Trustees of Algonquin at a meeting held on May 21, 2019  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21st day of May, 2019  
Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer  
Department of Transportation

Date



## Resolution for Maintenance Under the Illinois Highway Code



|                   |                 |                |
|-------------------|-----------------|----------------|
| Resolution Number | Resolution Type | Section Number |
|                   | Supplemental    | 19-00000-00-GM |

BE IT RESOLVED, by the Board of the Village of  
Governing Body Type Local Public Agency Type  
Algonquin Illinois that there is hereby appropriated the sum of Seventy one thousand  
Name of Local Public Agency  
one hundred seventy seven dollars and twenty cents Dollars (\$71,177.20)  
of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from  
01/01/19 to 12/31/19.  
Beginning Date Ending Date

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

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

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

I Gerald Kautz Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type  
of Algonquin in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency  
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the  
Board of Algonquin at a meeting held on         .  
Governing Body Type Name of Local Public Agency Date  
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this          day of         .  
Day Month, Year

(SEAL)

Clerk Signature

|  |
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|--|

**APPROVED**

Regional Engineer  
Department of Transportation

Date

|  |  |
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## Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

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

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

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office.  
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District



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

**– M E M O R A N D U M –**

DATE: February 12, 2020

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *2020 Material and Maintenance Items Expenditures*

---

Please find attached the MFT resolution and Municipal Estimate of Maintenance Cost for the purchase of salt, de-icing liquid and asphalt as well as for the contracted maintenance items of concrete (sidewalk, driveway apron, curb) removal and replacement, asphalt bike path repair, street patching, pavement marking, street sweeping, storm sewer cleaning, and street light maintenance for calendar year 2020. These are materials and services that public works estimates we will be using during this calendar year. IDOT requires that the Village Board pass a resolution that allows for the expenditure of Motor Fuel Tax money for the use of materials and maintenance activities performed on Village owned streets and Rights-Of-Way. Once the resolution is passed, IDOT allocates this money towards our motor fuel tax fund balance.

Therefore, it is the recommendation of public works that the Committee of the Whole take action to move this matter forward to the Village Board to pass a resolution allocating the sum of \$1,748,700.00 towards MFT maintenance expenses.



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



|                   |                 |                |
|-------------------|-----------------|----------------|
| Resolution Number | Resolution Type | Section Number |
|                   | Original        | 20-00000-00-GM |

BE IT RESOLVED, by the Board of the Village of Algonquin Governing Body Type Local Public Agency Type Illinois that there is hereby appropriated the sum of One million seven hundred forty eight thousand seven hundred Dollars (\$1,748,700.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/20 to 12/31/20.  
Beginning Date Ending Date

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

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

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

I, Gerald Kautz Village Clerk in and for said Village Name of Clerk Local Public Agency Type Local Public Agency Type of Algonquin Name of Local Public Agency in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board of Algonquin at a meeting held on         .  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this          day of          Month, Year         .

(SEAL)

Clerk Signature

**APPROVED**

Regional Engineer  
Department of Transportation

Date

|  |  |
|--|--|
|  |  |
|--|--|

## Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

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

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

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office.  
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District



Estimate of Maintenance Costs

Submittal Type **Original**

| Local Public Agency  | County  | Section Number | Maintenance Period |          |
|----------------------|---------|----------------|--------------------|----------|
| Beginning            | Ending  |                |                    |          |
| Village of Algonquin | McHenry | 20-00000-00-GM | 01/01/20           | 12/31/20 |

Maintenance Items

| Maintenance Operation                                   | Maint Eng Category | Insp. Req. | Material Categories/ Point of Delivery or Work Performed by an Outside Contractor | Unit        | Quantity | Unit Cost    | Cost         | Total Maintenance Operation Cost |
|---|--------------------|------------|---|-------------|----------|--------------|--------------|----------------------------------|
| (I) Snow/Ice Removal - McHenry Co DOT Bid               | I                  | No         | Rock Salt   | Ton         | 4,100    | \$90.00      | \$369,000.00 | \$369,000.00                     |
| (II) Snow/Ice Removal                                   | I                  | No         | Liquid De-Icer  | Gal         | 13,000   | \$1.50       | \$19,500.00  | \$19,500.00                      |
| (III) Resurfacing                                       | IV                 | No         | Asphalt   | Ton         | 400      | \$48.00      | \$19,200.00  | \$19,200.00                      |
| (IV) Bike Path Repair - Local Bid                       | IV                 | No         | Outside Contractor  | SqYd        | 6,000    | \$20.00      | \$120,000.00 | \$120,000.00                     |
| (V) Road Patching/Repair - Local Bid                    | IV                 | No         | Outside Contractor  | SqYd        | 7,000    | \$22.00      | \$154,000.00 | \$154,000.00                     |
| (VI) Concrete Repair - Local Bid 2019 2 year contract   | IV                 | No         | Outside Contractor  | SqFt        | 50,000   | \$10.00      | \$500,000.00 | \$500,000.00                     |
| (VII) Pavement Marking - McHenry Co DOT Bid             | IIB                | No         | Outside Contractor  | Lineal foot | 35,000   | \$3.00       | \$105,000.00 | \$105,000.00                     |
| (VIII) Street Sweeping - Local bid 2019 2 year contract | IIB                | No         | Outside Contractor  | Cycle       | 12       | \$11,000.00  | \$132,000.00 | \$132,000.00                     |
| (IX) Storm Sewer Cleaning - Local bid                   | IIB                | No         | Outside Contractor  | Each        | 1,000    | \$200.00     | \$200,000.00 | \$200,000.00                     |
| (X) Street Light Maintenance - Local bid                | IIB                | No         | Outside Contractor  | N/A         | 1        | \$130,000.00 | \$130,000.00 | \$130,000.00                     |
| <b>Total Operation Cost</b>                             |                    |            |   |             |          |              |              | <b>\$1,748,700.00</b>            |

Estimate of Maintenance Costs Summary

| Maintenance  | MFT Funds             | Other Funds   | Estimated Costs       |
|--|-----------------------|---------------|-----------------------|
| Local Public Agency Labor                                      |                       |               |                       |
| Local Public Agency Equipment                                  |                       |               |                       |
| Materials/Contracts(Non Bid Items)                             | \$407,700.00          | \$0.00        | \$407,700.00          |
| Materials/Deliver & Install/Request for Quotations (Bid Items) |                       |               |                       |
| Formal Contract (Bid Items)                                    | \$1,341,000.00        |               | \$1,341,000.00        |
| <b>Maintenance Total</b>                                       | <b>\$1,748,700.00</b> | <b>\$0.00</b> | <b>\$1,748,700.00</b> |

Estimated Maintenance Eng Costs Summary

| Maintenance Engineering              | MFT Funds             | Other Funds   | Total Est Costs       |
|--------------------------------------|-----------------------|---------------|-----------------------|
| Preliminary Engineering              |                       |               |                       |
| Engineering Inspection               |                       |               |                       |
| Material Testing                     |                       |               |                       |
| Advertising                          |                       |               |                       |
| Bridge Inspection Engineering        |                       |               |                       |
| <b>Maintenance Engineering Total</b> |                       |               |                       |
| <b>Total Estimated Maintenance</b>   | <b>\$1,748,700.00</b> | <b>\$0.00</b> | <b>\$1,748,700.00</b> |

**Estimate of Maintenance Costs**

Submittal Type Original

| Local Public Agency  | County  | Section        | Maintenance Period |          |
|----------------------|---------|----------------|--------------------|----------|
|                      |         |                | Beginning          | Ending   |
| Village of Algonquin | McHenry | 20-00000-00-GM | 01/01/20           | 12/31/20 |

Remarks

**SUBMITTED**

| Local Public Agency Official | Date |
|------------------------------|------|
|                              |      |

Title

| County Engineer/Superintendent of Highways | Date |
|--|------|
|  |      |

**APPROVED**

| Regional Engineer<br>Department of Transportation | Date |
|---|------|
|   |      |



## Instructions for BLR 14222 - Page 1 of 4

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

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/ acceptance/request for quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

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

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

|                                 |  |
|---------------------------------|--|
| Maintenance                     | From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted.  |
| Submittal                       | Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.   |
| Local Public Agency             | Insert the name of the Local Public Agency.  |
| County                          | Insert the County in which the Local Public Agency is located.   |
| Maintenance Period<br>Beginning | Insert the beginning date of the maintenance period.   |
| Ending                          | Insert the ending date of the maintenance period.  |
| Section                         | Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".  |
| Maintenance Operations          | List each maintenance operation separately   |
| Maintenance Eng. Category       | From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04 Maintenance Engineering Categories are:  |
| Category I                      | Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.  |
| Category II-A                   | Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.   |
| Category II-B                   | Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs. |
| Category III                    | Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a material proposal, a deliver and install proposal or request for quotations.   |
| Category IV                     | Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a contract proposal.   |

## Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

|   |  |
|---|--|
| Insp Req  | From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.   |
| Material Categories/<br>Point of Delivery or Work Performed<br>by an Outside Contractor | List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.    |
| Unit  | Insert the unit of measure for the material listed to the left, if applicable  |
| Quantity  | Insert the quantity of material for the material listed to the left, if applicable.  |
| Unit Cost   | Insert the unit cost of the material listed to the left, if applicable.  |
| Cost  | No entry necessary, this is a calculated field. This is the quantity times the unit cost.  |
| Total Maintenance Operation Cost<br>Maintenance   | Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.   |
| Estimate of Maintenance Costs Summary   | Under each item listed below, list the amount to of estimated MFT funds to be expended and other funds, if applicable. The total Estimated cost is a calculated field.                                   |
| Local Public Agency Labor   | Insert the estimated amount for LPA labor for all maintenance operations, if applicable.   |
| Local Public Agency Equipment Rental  | Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.  |
| Materials/Contracts (Non Bid Items)   | Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.  |
| Materials/Deliver & Install,  | Insert the total amount estimated to be expended on materials/Request for Quotations (Bid Items) deliver and install proposals and/or Request for Quotations. This will be for items required to be bid. |
| Formal Contracts  | Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.   |
| Total Estimated Cost  | This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.   |
| Total Maintenance Operation Cost  | This is a calculated field, no entry is necessary. This is the sum of all items expended on this operation.  |
| Total Maintenance Cost  | This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.   |
| Maintenance Engineering Cost Summary  | Under each item listed below, list under the funding type what the estimated amount to be expended is.   |
| Preliminary Engineering Fee   | Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.  |
| Engineering Inspection Fee  | Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.   |
| Material Testing Costs  | Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.    |

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| Advertising Costs   | Insert the dollar amount of funds estimated to be expended on advertising costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.  |
| Bridge Inspection Costs   | Insert the dollar amount of funds estimated to be expended on bridge inspection costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.  |
| Total Maintenance Engineering                                       | This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.   |
| Totals:   | This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.  |
| These instructions apply to the Maintenance Expenditure Statement.  |   |
| Maintenance Operation   | Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate. |
| Maint Eng Category  | From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.  |
| LPA Labor   | For the operation listed to the left insert the amount expended for LPA labor, if applicable.   |
| LPA Equipment Rental  | For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.  |
| Materials/Contracts (Non-Bid)                                       | For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.  |
| Materials/Deliver & Install,<br>Request for Quotations (Bid Items)  | For the operation listed to the left insert the amount expended using a bidding process for materials, deliver & install and/or request for quotations, if applicable.  |
| Formal Contract   | For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.   |
| Total Operation Cost  | This is a calculated field, it will sum the amounts expended for the operation listed to the left.  |
| Operation Engineering Inspection Fee                                | For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.   |
| Total Maintenance   | This is a calculated field, no entry necessary. It is the sum of all maintenance operations.  |
| Maintenance Engineering Cost Summary<br>Preliminary Engineering Fee | Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.  |
| Engineering Inspection Fee  | Insert the amount of funds expended for Engineering Inspection, if applicable.  |
| Material Testing Costs  | Insert the dollar amount of funds spent on material testing costs, if applicable.   |
| Advertising Costs   | Insert the dollar amount of funds spent on advertising costs, if applicable.  |
| Bridge Inspection Costs   | Insert the dollar amount of funds spent on bridge inspection costs, if applicable.  |
| Total Maintenance Engineering                                       | This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.   |
| Total Maintenance Program Costs                                     | Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.                                     |

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| Contributions, Refunds,<br>Paid with Other Funds   | Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.  |
| Total Motor Fuel Tax Portion   | These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with funds other than MFT funds.   |
| Total Motor Fuel Tax Funds Authorized  | Insert the total amount of MFT funds authorized for maintenance under the maintenance column, and the total amount of MFT funds authorized for maintenance engineering under the Maint. Engineering column.  |
| Surplus/Deficit  | These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds authorized minus the Total Motor Fuel Tax portion. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met, you must contact your District office for guidance. |
| Certification  | Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.   |
| End of instructions for Maintenance Expenditure Statement  |  |
| Submitted  |  |
| Local Public Agency Official   | The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.   |
| County Engineer/Superintendent of Highways   | For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.  |
| Approved   | Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.  |
| <b>A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.</b> |  |
| Following the Regional Engineer's approval, distribution will be as follows:                                 |  |
| Local Public Agency Clerk  |  |
| Engineer (Consultant or County Engineer)   |  |
| District File  |  |