AGENDA COMMITTEE OF THE WHOLE FEBRUARY 9, 2021 2200 Harnish Drive Village Board Room 7:30 P.M.

In light of the current COVID-19 public health emergency, Governor J.B. Pritzker's Gubernatorial Disaster Proclamation, and the Village's Continuation of Proclamation of Local Disaster Emergency in response thereto, the Village President has determined that an entirely in-person meeting is not practical or prudent because of the disaster. This meeting will be held remotely and in-person, but there will be a limit of ten (10) in-person seats available for the public in the Village Board Room. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process. The complete Committee of the Whole packet is posted at the Algonquin Village Hall and may be viewed online via the Village Board's link on the Village's website, www.algonquin.org. If you would like to listen to the meeting, please go to https://algonquin.zoom.us/j/96455429442 or dial in (877)853-5257, (888)475-4499, or (312)626-6799 webinar ID 964 5542 9442. If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or meetingcomments@algonquin.org or during the to comment during the meeting public comment portion of the meeting after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial *9 to raise your hand. The Village will attempt to read such public comments during the public commentary portion of the meeting. Any comments received during the meeting but after the public commentary portion has ended will be provided in writing to the Village Board members after the meeting.

Remote meetings will be recorded for the purpose of accurate meeting minutes.

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

- AGENDA -

- 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. Review of the Draft Parks and Recreation Master Plan
 - B. Consider an Agreement with CDWG for the Purchase of Server Upgrade Hardware
 - C. Consider an Agreement with GOVTEMPSUSA, LLC for Peggy Blanchard's Services
 - D. Consider an Extension of the Boundary Agreement with the Village of Barrington Hills
- 5. **Public Works & Safety**
 - A. Consider Certain Items Surplus
 - B. Consider an Agreement with Insituform Technologies USA, LLC for the Ratt Creek Sanitary Sewer Lining
 - C. Consider an Amendment to the Agreement with CBBEL for the Terrace Hill Phase 3 Construction Engineering Agreement
- 6. Executive Session
- 7. Other Business
- 8. Adjournment



Village of Algonquin

The Gem of the Fox River Valley

MEMORANDUM

TO: Tim Schloneger, Village Manager

FROM: Katie Gock, Recreation Superintendent

DATE: February 5, 2021

SUBJECT: Review Draft Hitchcock Parks and Recreation Master Plan

Hitchcock Design Group will be presenting a draft copy of the proposed Parks and Recreation Plan for board review. In this initial draft, Hitchcock Design Group will present a 10-year outlook as well as a narrative discussing the findings, results and strategies for this plan.

Upon review and comment from the Committee of the Whole, Hitchcock Design Group will finalize the report within the next sixty (60) days.

If there are any questions regarding the packet materials, please feel free to reach out to me or Mike Kumbera.

C: Michael Kumbera, Assistant Village Manager

Overview

This Chapter documents the Envision: Strategies Phase of the comprehensive master planning process outlining the community needs and strategies to meet them.

Purpose

The purpose of the Envision: Strategies Phase is to develop actionable items for the Park and Recreation service areas to strive to accomplish over the next five to ten years.

The project team worked with Village staff during a visioning workshop to develop a series of community needs revealed during the Analyze and Connect Phases. These needs were then organized into primary goals and strategies to accomplish them. Following the visioning workshop, the planning team continued to work with Village staff to review and build upon the proposed strategies. These strategies were then presented to the Village Board of Trustees for final approval.

Chapter Outline

This chapter begins with a list of definitions and abbreviations of common phrases found throughout Chapters 2 and 3 that will help the reader understand the difference between the many different types of proposed projects.

The rest of this chapter contains the complete list of the Action Plan items including descriptions of the strategies needed to accomplish them, proposed funding sources, and a detailed description of the needs that were identified in the Analyze and Connect phases. These goals are organized by type of Action Plan project: Facilities, Parks and Open Space, Natural Areas, and Programs and Operations, or as listed as Recurring actions.

DEFINITIONS

Replacement Plan: Replacement Plans are intended to accommodate useful life cycles and other known maintenance needs in-place without impacting the larger site or intended use. These are commonly identified and planned as Capital Improvement Budget items and do not require site planning or design/engineering services beyond the scope of the planned replacement. For example, a playground replacement would be limited to replacing the equipment in its current location without impacting other park activities.

Improvement Plan: Improvement Plans, also referred to as Master Plans include a full site assessment to determine appropriate use and identify major changes to park layout, land-use, and available amenities and activities. These plans involve large-scale planning efforts beyond the scope of a Replacement Plan. For example, a park master plan may recommend the addition of new amenities and moving the location of existing features. These plans also require further study to complete new construction design and engineering documentation. An Improvement Plan will focus on the areas where improvements are needed, this may include the entire property where appropriate or may be limited to a smaller project limit when full-site changes are not necessary.

Sometimes, a known replacement or maintenance item may drive the need for an Improvement Plan, dependent of the overall site condition. It there are other concerns on-site beyond the immediate replacement it is often useful to examine the entire property prior to investing in smaller changes. This holistic approach helps to ensure that any investments made through a replacement will not hinder other needed improvements or require removal prior to the end of their useful lives to accommodate future changes.

Needs Assessment: A Needs Assessment is used to identify gaps in service that exist between currently provided conditions and the desired conditions. These studies consider the context of the gap including location (ranging from specific neighborhoods to regional or national services), underserved populations, and current and projected trends. These studies are only intended to determine if a project is appropriate for the Algonquin community and require further planning before implementation is possible. Any project considered during a needs assessment is not guaranteed to move forward.

Feasibility Study: A Feasibility Study is used to determine what conditions must be met for the Village to commit to moving forward with a project. It may include factors such as community interest, available funding, construction costs, maintenance and operations needs, and cost recovery opportunities. Feasibility Studies may also include master planning to conceptualize multiple design options. Any project considered during a feasibility study is not quaranteed to move forward.

It is important to establish the Algonquin Standard for what parks and open spaces should be when evaluating which properties require a more comprehensive Improvement Plan and which only require a Replacement Plan. This standard will dictate the acceptable overall condition of the park and the specific conditions of the amenities within. Most importantly, the standard for Algonquin will not be the same as other communities. It will be a unique and customized approach to reflect the needs of the community while balancing the Village's resources to ensure the standard is upheld. To this end an Action Plan item to Develop and Adopt Park and Recreation Operations Standards Document has been scheduled early in the ten-year plan to set these standards and evaluation criteria.

Additional information on recommended standards and criteria be found in the description of the Develop and Adopt **Park and Recreation**Operations Standards Document action item, on page X.

ABBREVIATIONS

IDNR: Illinois Department of Natural Resources

OSLAD grant: Open Space Land Acquisition and Development Grant The OSLAD Grant program is offered by the IDNR to assist public recreation agencies in the purchase and development of park land for community use.

IGA: Inter-Governmental Agreement

AAPLD: Algonquin Area Public Library District

ADA: American with Disabilities Act

ACTION PLAN ITEMS

Action Plan goals were identified and refined by the Planning Team and Village Staff with additional input provided by Village Board Members. Each goal is classified as a Facility, Park and Open Space, Natural Area, or Program and Operations improvement that should be accomplished over the course of the next ten years.

Purpose

Items identified in the Action Plan focus on major changes to existing programs or infrastructure or the addition of new items that will meet the community needs identified in the Analyze and Connect Phases.

Chapter Outline

Each item is categorized as Facilities, Parks and Open Space, Natural Areas, or Programs and Operations and includes a set of strategies to achieve the goal, a list of potential funding sources, and a detailed description of the background information and need to accomplish the item.

Facilities

• [final list to be confirmed by Staff and Board]

Parks and Open Space

• [final list to be confirmed by Staff and Board]

Programs and Operations

• [final list to be confirmed by Staff and Board]

Natural Areas

• [final list to be confirmed by Staff and Board]

Conduct Indoor Needs Assessment

- Identify needed indoor spaces for public use, programming, Village operations, and partnership opportunities, considering:
 - Intended square footage
 - · Anticipated growth
 - · Long-term use
- · Identify existing and anticipated deficiencies and maintenance needs at existing facilities, considering:
 - · Historic Village Hall
 - Code compliance and accessibility
 - Conflicts of use
 - Facility age and replacement/maintenance cycles
 - · Lions Armstrong Memorial Pool
 - Code compliance and accessibility
 - Conflicts of use
 - Facility age and replacement/maintenance cycles
 - Weather limitations
 - Anticipated aquatics program goals
 - Cost of operation
- Coordinate results with the AAPLD per the proposed IGA with AAPLD to determine potential partnership opportunities

Potential Funding Sources:

- Village Construction Fund
- · Park Improvement Fund

Description

Complete VoA/AAPLD Community Center

- Master plan the facility to determine size, location, and programming per the results of the Indoor Needs Assessment, considering:
 - Village recreation, administration, and operations needs, considering:
 - Designated fitness center
 - Indoor walking track
 - Gymnasium(s)
 - Synthetic turf fields
 - Studio and group exercise rooms
 - Community rooms and rental spaces
 - Indoor aquatics
 - Senior center
 - Teen center
 - · Coordinate Village and Library use needs, prioritizing joint and multi-use opportunities, considering
 - Community rooms and rental spaces
 - Offices
 - Auditorium/theater space
 - Determine Community Center site requirements, considering
 - Site access
 - Future expansion opportunities
 - Adjacent land uses
 - Potential outdoor recreation opportunities
 - Playground
 - Amphitheater/council ring
 - Splash pad
 - Outdoor aquatics
- Fund new facility development (see Potential Funding Source options below)
- Design and engineer final construction plans
- Bid and construct Community Center facility and site improvements

Potential Funding Sources:

- · Grant assistance
- Community bonds
- · Elective referendum
- · Partnership contributions
- VoA/AAPLD contribution distribution
- Donations
- · Private business rental

Description [in-progress]

Develop and Implement Use Plan for Lions Armstrong Memorial Pool (per Indoor Needs Assessment)

- · Consider the results of the Indoor Needs Assessment to plan for future facility use, including:
 - Update anticipated aquatics program goals considering anticipated participation growth or reduction, available resources, and scheduling needs
 - Consider adding in-demand and trending programs and events
 - Continue hosting music and movies at the pool
 - Add all-ages programming
 - · Masters swim team
 - · Lessons for all skill levels
 - Complete short-term Improvements that will ensure the facility's continued use as other, long-term indoor needs are accommodated through new development and/or renovations.
 - Continue to complete regular maintenance and repairs on a recurring, as-needed basis
 - Complete code compliance and accessibility updates
 - Implement low-cost amenity improvements and operation changes to improve user experiences, considering:
 - Provide mobile play opportunities such as in-water basketball hoops, volleyball nets, or inflatable obstacle courses
 - Update concessions offerings
 - Restructure memberships, passes, and fee structures
 - Update finishes
 - Considering themeing to appeal to younger children
 - Complete long-term Improvements to bring the facility to its highest and best use and condition per the results of the **Indoor Needs Assessment/Indoor Needs Assessment Reevaluation** and updated community outreach, considering:
 - Evaluate need for continued operation, considering:
 - Facility age and replacement/maintenance cycles
 - Weather limitations
 - Cost of operation/revenue
 - Community interest/sentiment
 - Local duplication of services and/or competition
 - Potential regional draw
 - Staffing needs
 - Develop and implement strategies to improve the facility if it remains, considering:
 - Opportunities to expand the aquatics facility boundary into Snapper's Field to accommodate new use requirements and amenity additions such as a locker room expansion, shade and seating on the pool deck, additional storage, and new aquatic trends and expected amenities
 - Opportunities to extend the season such as a temporary covering or dome

Potential Funding Sources:

Swimming Pool Fund

Description:

Develop and Implement Use Plan for Historic Village Hall (per Indoor Needs Assessment)

- · Consider the results of the Indoor Needs Assessment to plan for future facility use, including:
 - Short-term Improvements
 - Continue to complete regular maintenance and repairs on a recurring, as-needed basis
 - Complete code compliance and accessibility updates
 - Complete long-term Improvements to bring the facility to its highest and best use and condition per the results of the **Indoor Needs Assessment/Indoor Needs Assessment Reevaluation** and updated community outreach, considering:
 - Relocate user groups to alternative locations, were appropriate
 - Consider prioritizing administrative and storage uses over heavy public recreation and recreation uses due to limitations of the building layout and historical context
 - Consider rental or leasing opportunities as a cost-recovery strategy

Potential Funding Sources:

Downtown TIF fund

Description:

[in-progress]

Reevaluate Indoor Needs Assessment

- · Inventory all existing Indoor space in the context of the first five years of development and new community outreach, considering:
 - New VoA/AAPLD Community Center, Use Plan for Lions Memorial Pool, and Use Plan for Historic Village Hall
 - Identify remaining unmet needs and deficiencies
- Identify remaining needed indoor spaces for public use, programming, Village operations, and partnership opportunities, considering:
 - Intended square footage
 - · Anticipated growth
 - Long-term use

Potential Funding Sources:

- · Village Construction Fund
- Park Improvement Fund

Description

Complete Additional Indoor Space Developments (per Reevaluate Indoor Needs Assessment results)

OPTIONAL - dependent on Reevaluate Indoor Needs Assessment results

- Complete feasibility and master planning for new facility(s) per the results of the **Reevaluate Indoor Needs Assessment**, considering:
 - Facility type
 - Three-season/enclosed shelters
 - Existing facility renovation
 - Use agreements at properties owned by others
 - Rental spaces
 - · Intended user group
 - · Village recreation, administration, and operation needs
 - Potential partnership opportunities

Potential Funding Sources:

- Grant assistance
- · Partnership contributions
- Donations
- · Park Improvement Fund

Description:

Complete Stoneybrook Park Improvement Plan

- Complete design and engineering of approved grant improvements
- Bid
- Construct

Potential Funding Sources:

- · Park Improvement Fund
- · OSLAD IDNR grant award

Description

[in-progress]

Complete Towne Park Improvement Plan

- Master plan Towne Park considering:
 - Park layout
 - · Visitor access, including:
 - Vehicular
 - Bicycle
 - Pedestrian
 - · Available amenities, including
 - Playground replacement
 - Ball field updates
 - Shelter updates
 - Walking path updates
 - Natural area enhancements
 - Amphitheater addition
- Fund final design and construction considering state and federal grant funding opportunities
- Bid
- Construct

Potential Funding Sources:

- · Park Improvement Fund
- OSLAD grant application

Description

Complete Hill Climb Park Play Structure Replacements

Complete themed playground equipment replacement

Potential Funding Sources:

· Park Improvement Fund

Description

[in-progress]

Complete Gaslight Park Tennis Court Replacement

- Demolish and re-construct the two tennis courts
 - · Consider adding pickleball lines to one court

Potential Funding Sources:

Park Improvement Fund

Description

Complete High Hill Park Improvement Plan

- · Master Plan High Hill Park, considering
 - · Replacing amenities at the end of their useful life
 - Playground
 - Shelter
 - · New amenities, considering
 - Shelter at north part of the park
 - Nature education exhibit
 - Nature overlook/boardwalk
- Fund final design and construction considering state and federal grant funding opportunities
- · Design and engineering
- Bid
- Construction

Potential Funding Sources:

- Park Improvement Fund
- · OSLAD grant application

Description

[in-progress]

Complete Presidential Park Improvement Plan

- Complete replacement and renovation of amenities beyond their useful life, including:
 - Ballfield dugouts
 - Playground
 - Relocation to provide separation from vehicular traffic
 - Consider large, signature playground
 - Challenge course
- Reevaluate field use and identify opportunities to re-stripe for in-demand activities
- Replace buildings with combined shelter, restroom, and concession facility

Potential Funding Sources:

Park Improvement Fund

Description

Conduct Feasibility Study for New Park Amenities

- Identify potential new, special-use amenities with for development, considering:
 - Sports complex, considering:
 - Number and type of fields
 - Artificial turf fields
 - Sports lighting
 - Support facility/fieldhouse
 - Potential partnerships
 - · Sports affiliates
 - Other local recreation providers
 - Local school districts
 - Private sponsorship
 - Splash pads
 - Access/admission
 - Dog park, considering
 - Access/admission/membership
 - Size and designated areas
 - Potential locations
 - Ted Spella Community Park
 - Randall Road Natural Area
 - Village Hall Natural Area
 - Algonquin Lakes Park
 - New property acquisition
 - · Coordinate proposed amenities with community outreach results to confirm support and interest
 - Identify potential locations in existing parks or possible acquisition properties to accommodate new amenities
 - Determine criteria needed to construct new amenities, considering:
 - Maintenance and operations costs
 - Staffing requirements
 - Admission and fee structures
 - Programming and rental scheduling

Potential Funding Sources:

• Park Improvement Fund

Description

[in-progress]

Note: These potential amenity additions were identified during the Connect Phase as options with some community interest but need additional study to determine their feasibility to build and maintain, and to determine the full extent of community support and expected use.

Complete Holder Park Improvement Plan

- · Master Plan Holder Park, considering
 - Ballfield dugouts
 - Playground
 - New shelter
 - Parking lot repair
- Fund final design and construction considering state and federal grant funding opportunities
- · Design and engineering
- Bid
- Construct

Potential Funding Sources:

- · Park Improvement Fund
- OSLAD grant application

Description

[in-progress]

Complete Snapper's Field/Lion's Memorial Pool Improvement Plan

- Coordinate park improvements with Long-term Use Plan for Lions Armstrong Memorial Pool
- Master Plan Snapper's Field park improvements, considering:
 - · Add pedestrian path
 - Renovate tennis court for multi-sport play
 - Replace ballfield dugouts and fence
 - · Renovate concessions building
 - Replace playground
 - Off-season access to the splash pad
- · Fund final design and construction considering state and federal grant funding opportunities
- Design and engineering
- Bid
- Construct

Potential Funding Sources:

- Park Improvement Fund
- · Swimming Pool Fund
- OSLAD grant application

Description

Complete Braewood Park Improvement Plan

- Plan pedestrian connection to Fields Property to the south
- Master Plan Braewood Park and Lake Braewood improvements, considering:
 - Security improvements such as park signage, lighting and cameras, bollards
 - Improve basketball court striping
 - · Water overlook/access at Lake Braewood
 - Passive recreation at Fields Property
 - Pedestrian trails
 - Shelter
 - Nature interpretive/educational exhibits
 - Nature observation areas
- Fund final design and construction
- · Design and engineering
- Bid
- Construct

Potential Funding Sources:

- · Park Improvement Fund
- Natural Area and Drainage Improvement Fund

Description

Develop and Implement Remaining Park Improvement Plans

- Determine priority order and implementation schedule for remaining parks in need of improvement
 - Jaycees Field
 - · Gaslight Park
 - · Merrill Pioneer Park
 - · James B. Wood Park
- · Continue to add in-demand and trending amenities at appropriate locations, considering:
 - Modernized, signature playgrounds
 - · Accessible and inclusive playgrounds
 - Pickleball courts
 - Splash pads
 - Lawn/picnic games (baggo, bocce, etc.)
 - Bandshell
 - Evaluate existing tennis courts to determine future maintenance needs or replacement plan
- · Consider past OSLAD and other grant amenity retention requirements and allowable opportunities for replacement of underutilized amenities
 - Tennis courts

Potential Funding Sources:

- Park Improvement Fund
- OSLAD grant application

Description

NATURAL AREAS

Complete **Natural Area Improvement Plan** for Village Natural Areas and Other Environmental Improvements

- Identify and prioritize Natural Areas for implementation in the next ten years
 - Continue to reference and coordinate proposed improvements with existing watershed plans (Woods Creek Watershed Plan and Jelkes-Fox Water Quality Plan)
 - · Years one through five
 - Woods Creek Reach 4 (per Capital Improvements Budget)
 - Woods Creek Reach 5 (per Capital Improvements Budget)
 - Spella Park Uplands
 - Arbor Hills Nature Preserve
 - Hill Climb Park Woodland
 - Identify properties A-E for implementation in years six through ten
- Develop plan for natural area restoration, considering:
 - Site conditions
 - · Adjacent properties
 - · Adopted best management practices
 - · Highest and best potential use, considering
 - High quality habitat
 - Stormwater or wetland mitigation
 - Water quality
 - Educational/interpretive opportunities
 - Develop appropriate passive recreation amenities, considering:
 - Walking/nature interpretation trails
 - Interpretive/education exhibits
 - Observation areas/towers and wildlife viewing blinds
 - Shelters
 - Fishing piers
 - Non-motorized boat launches
- Complete water quality improvements for water quality improvements for tributes of the Fox River within the Village
 - Implement erosion control measures on lake and stream banks
 - Continue to provide native planting filter strips at stormwater management areas
 - Reduce or eliminate pesticide and fertilizer applications

Potential Funding Sources:

- Natural Area and Drainage Improvement Fund
- Park Improvement Fund

Description

NATURAL AREAS

Update Fox River Corridor Plan

- Continue to contribute to Fox River Corridor Plan updates
- Implement recommended projects in Village jurisdiction

Potential Funding Sources:

- Natural Area and Drainage Improvement Fund
- Grant assistance
- Capital Improvements Budget

Description

Evaluate and Update Department Mission and Goals

- · Adjust and edit official statements to be relevant and feasible to current expectations and resources
- Reevaluate revenue needs and targets
 - · Set cost recovery guidelines and acceptable parameters

Potential Funding Sources:

• N/A - Staff coordination

Description

[in-progress]

Update Park and Recreation Website and Resident Resources

- Improve website navigation
- · Add community resources to the website, considering:
 - · Recreation map with park, facility, and trail locations
 - · Photos of park and facility amenities
 - · Additional directional and accommodation information
- · Improve contact information and add community feedback collection opportunities

Potential Funding Sources:

N/A - Staff coordination

Description

[in-progress]

Develop IGA with AAPLD to Develop Joint Community Center

- Negotiate and enter into formal agreement with the AAPLD to plan, design, fund, construct, and operate the joint VoA/AAPLD Community Center, considering:
 - Funding distribution
 - Ownership
 - Maintenance responsibility
 - Programming and scheduling

Potential Funding Sources:

- Village Construction Fund
- · VoA/AAPLD contribution distribution

Description

Develop Village ADA Transition Plan

· Cooperate with proposed Village-wide ADA transition plan development

Potential Funding Sources:

- Street Improvement Fund
- Park Improvement Fund
- General Fund

Description

[in-progress]

Develop/Update Risk Management and Community Safety Plan

- Modify existing plans and protocols to ensure current best practices are being met, considering
 - · Changes to local, regional, and/or global health recommendations
 - Identify opportunities for flexible programs and spaces that can serve multiple needs or be easily transitioned between different uses to minimize service interruptions
 - · Inclement weather protections
 - Upgrade lightning detection and other warning systems as needed
 - Provide sheltered locations for park and open space users
- Upgrade community contact system to improve communications between Village departments and residents, considering:
 - Online resources
 - Social media
 - Email and phone systems

Potential Funding Sources:

• N/A - Staff coordination

Description

Update Action Plan

- · Conduct Action Plan update to reschedule missed objectives and confirm future year feasibility considering:
 - · Completion or delay of past objectives
 - · Major recreation market changes
 - · Population and demographic changes
 - · Social and/or global health events
 - Fiscal Climate

Potential Funding Sources:

· Park Improvement Fund

Description

[in-progress]

Establish Village/ Friends of Algonquin Parks and Recreation Group

- · Organize an independent "friends" organization to support Park and Recreation initiatives, including
 - · Coordinating fundraising
 - · Managing scholarships, fee-assistance, and other aide for in-need community members
 - · Serve as community liaison and advise Village staff of community needs and interests
 - · Coordinate and manage volunteer groups and events
- Include Village partner and affiliate group representatives
- Operate as a charitable organization (501(C)(3) Designation)

Potential Funding Sources:

• N/A - Staff coordination

Description

Develop and Adopt Park and Recreation Operations Standards Document

- Document acceptable condition for parks, natural areas, facilities, and amenities
- Update and estimate common maintenance budgets and replacement cycle costs
- · Maintain and update inventory documentation, including:
 - Installation/construction years
 - Manufacturer information
 - Land use stipulations/restrictions
 - Past renovations/replacements
 - Maintenance schedules
 - Adopted level of service benchmarks
 - · Asset management
- · Consider applying for Illinois Distinguished Agency Accreditation
 - Reference standards as model for Village recreation services

Potential Funding Sources:

• N/A - Staff coordination

Description

[in-progress]

Develop Volunteers Programs

- · Identify opportunities to include resident volunteers, considering:
 - Special events
 - · Natural area education and maintenance
 - Historic education
- Leverage volunteer groups to build relations hips with underserved community groups, considering:
 - Senior groups
 - · Teenagers and Pre-teens
 - Leadership opportunities
 - Community service/school credit

Potential Funding Sources:

- N/A Staff coordination
- Friends organization sponsorship

Description

Conduct Periodic Resident Survey

• Conduct regularly scheduled surveys to gauge community satisfaction and changes in priorities

Potential Funding Sources:

- N/A Staff coordination
- Park Improvement Fund

Description

[in-progress]

Update Master Plan

- · Conduct master plan update to determine future objectives for the next five years, reflecting
 - Accurate and comprehensive inventory of the Park and Recreation offerings
 - Parks
 - Natural Areas
 - Facilities
 - Programs
 - Amenities
 - · Updated community outreach
 - Status of previous master plan objectives

Potential Funding Sources:

Park Improvement Fund

Description

[in-progress]

CHAPTER 1

RECURRING ITEMS

Some of the strategies identified by the Staff, Board, and Planning Team are recurring items that should occur on a regular basis to help the Village maintain its existing Recreation offerings, make operational decisions, and inform future projects.

Purpose

In order to keep up with the fast-paced recreation market, it is important that agencies reassess their facilities, programs, staff, and users on a regular basis. This recurring self-reflection will help the Village stay aware of changing demographics and industry trends and monitor their assets' evolving strengths and weaknesses.

Section Outline

As with the Action Plan items, the Recurring items are formatted as goals with corresponding strategies to achieve the desired outcomes. They are also organized by Facilities, Parks and Open Spaces, and Programs and Operations.

Facilities

• [final list to be confirmed by Staff and Board]

Natural Areas

• [final list to be confirmed by Staff and Board]

Programs and Operations

• [final list to be confirmed by Staff and Board]

Parks and Open Space

• [final list to be confirmed by Staff and Board]

RECURRING ITEMS - PARKS AND OPEN SPACE

Expand Park Walking / Biking Trail Systems and Connect to Existing Trail Systems

- Complete and expand existing park walking paths
 - Complete planned connection between Cornish Park and Towne Park along Crystal Creek
- · Connect segments of existing trails to create a longer total system
 - Provide additional connection points to the Prairie Trail
- Identify opportunities to provide safe crossing points across planning area boundaries and other barriers to access
- Consider a river trail along the Fox River utilizing existing public land and public roads
 - Consider increased access where appropriate, such as boardwalks and additional pedestrian bridges

Potential Funding Sources:

- Park Improvement Fund
- Motor Fuel Tax
- · Street Improvement Fund

Description

[in-progress]

Continue to Implement Planned Capital Improvement Projects

- Plan and construct infrastructure improvements pertaining to the Park and Recreation service area as scheduled in the Annual Budget
- Continue to add in-demand and trending amenities at appropriate locations, considering:
 - · Modernized, signature playgrounds
 - · Accessible and inclusive playgrounds
 - Pickleball courts
 - · Splash pads
 - Lawn/picnic games (baggo, bocce, etc.)
 - Bandshell
 - Evaluate existing tennis courts to determine future maintenance needs or replacement plan

Potential Funding Sources:

· Capital and Infrastructure Maintenance Funds

Description

RECURRING ITEMS - PARKS AND OPEN SPACE

Identify and Provide **Non-Vehicular Connections** between Recreation and Community Destinations

- Coordinate development with proposed initiative to Expand Park Walking /Biking Trail Systems
- Identify additional locations to provide access across the Fox River

Potential Funding Sources:

- Park Improvement Fund
- Motor Fuel Tax
- Street Improvement Fund

Description

RECURRING ITEMS - NATURAL AREAS

Continue to Maintain Restored Natural Areas

· Complete scheduled maintenance and monitoring of previously restored and enhanced natural areas

Potential Funding Sources:

· Natural Area and Drainage Improvement Fund

Description

[in-progress]

Regularly Reevaluate and Document Natural Area Conditions

- Continue to evaluate and document managed and unmanaged natural area condition to plan for future maintenance needs, considering:
 - · Areas with established protected species and high-quality habitat
 - · Record of land use controls and regulations such as deed restrictions, wetlands, floodway/floodplain, etc.
 - Industry standard ecological valuation tools such as Floristic Quality Assessment (FQA) Methodology, Invasive Species Percent Coverage, and Illinois Natural Areas Inventory (INAI) Restorability Index
- Evaluate existing unmanaged Natural Area properties to determine best use, considering:
 - · Restoring and maintaining high quality habitat
 - Consider ownership transfer of high quality, high maintenance, and/or geographically significant properties to public agencies specializing in natural area management
 - McHenry County Conservation District
 - Kane County Forest Preserve
 - Maintaining ownership and restoring land for stormwater or wetland mitigation at key locations
 - Utilizing low-quality, non-protected areas to fill unmet active park recreation or indoor recreation needs for the Village
 - Participating in land-swap agreements with other public agencies to consolidate natural area properties and obtain additional land for active and passive recreation

Potential Funding Sources:

• Natural Area and Drainage Improvement Fund

Description

RECURRING ITEMS - NATURAL AREAS

Monitor Fox River Improvement Projects

- · Continue to monitor riverfront projects up-river that may impact the Fox River conditions in Algonquin
- Continue to follow IDNR assessments of and future plans for the dam at Cornish Park
- Continue to provide safe piers and other boating access areas to the Fox River
 - Identify potential locations to add access points
 - Downtown access

Potential Funding Sources:

- · Natural Area and Drainage Improvement Fund
- · Park Improvement Fund
- N/A Staff coordination

Description

[in-progress]

Continue to Connect Residents to the Fox River

- · Identify acquisition and park development opportunities on the shoreline
 - · Monitor available shoreline properties for potential acquisition
- · Expand river programming, considering
 - Fishing docks and piers
 - · Nonmotorized and motorized boat launches
 - Shoreline Improvements
 - Consider stone beach (no water access)
 - Native plantings
 - Erosion control
 - Picnic shelters, tables, and/or benches
 - Nature and ecology education
 - Path/trail system
 - Boardwalk

Potential Funding Sources:

- · Natural Area and Drainage Improvement Fund
- Park Improvement Fund

Description

Continue to **Provide Programming Through Partnership Agreements** and Identify New Program Opportunities

- Continue to contract out recreation and exercise programs
 - · Periodically reevaluate agreements to ensure relationships are mutually beneficial
 - Establish formal use agreements and guidelines with all affiliates
 - Coordinate contractor equipment and space needs across all programs to determine best use of Village resources and inform park and facility development plans to meet needs
- · Identify partnership opportunities to expand recreation programming
 - Identify underserved program markets
 - Develop use agreements/resident rates with existing programs to avoid duplicating services and unhealthy competitions
 - Local recreation agencies
 - Other municipal agencies
 - Private recreation providers

Potential Funding Sources:

• N/A - Staff coordination

Description

[in-progress]

Continue to Offer and Expand Resident Access to Inclusive and Special Recreation

- Strengthen community awareness of existing opportunities including Village-provided recreation and the special recreation reimbursement program, considering:
 - Update online resources on the Village website and Park and Recreation pages
 - · Spotlight opportunities in the program catalog and other marketing materials
 - Develop a special recreation mailing list, email list, and/or social media group to promote opportunities directly to interested or qualified residents
- Continue to develop inclusive destinations for public recreation
 - Update or replace non-compliance amenities in accordance with the proposed Village ADA Transition Plan
 - Angeltown Playground
 - · Consider all-inclusive playground
 - Coordinate with proposed Use Plan for Lions Armstrong Memorial Pool and Use Plan for Historic Village Hall to meet code requirements

Potential Funding Sources:

- Capital Improvement Fund
- · Park Improvement Fund

Description

Continue to Identify and Provide Trending Recreation and Programming Opportunities

- · Introduce new/additional recreation amenities to meet resident interest and demand, considering:
 - Modernized, signature playgrounds
 - Challenge courses (fitness, obstacle, ninja warrior
 - Multi-generational play
 - Themed specialty play
 - Hill Climb Park
 - Accessible and inclusive playgrounds
 - · Pickleball courts
 - Splash pads
 - Lawn/picnic games (baggo, bocce, etc.)
 - Bandshell
 - Evaluate existing tennis courts to determine future maintenance needs or replacement plan
- Identify potential OSLAD and other grant funding opportunities to support park redevelopment
- Consider past OSLAD amenity retention requirements and identify allowable opportunities for replacements where appropriate
- Introduce/expand special event offerings
 - Movies/concerts in the parks at east and west park locations
 - · Movies at the pool
 - Continue to host and improve Founders Day
- Expand fitness programing for the adult market
 - Dance programs
- Expand self-directed, social-distanced outdoor activities
 - Fishing
 - Camping
 - Hiking
 - Boating
 - · Story walks
- Provide meaningful online/remote alternatives
 - Take-home activity kits
 - Pre-recorded videos for "drop-in" use
 - Health and wellness tips
 - Nutrition
 - Recommendations for unguided, self-directed recreation
- Meet increasing resident interest in additional rental locations
 - Sports fields
 - Designate separate, fixed reservation times for sports affiliates that retain unprogrammed time slots for individual use
 - Include terms of use when developing formal use agreements
 - · Picnic shelters

ENVISION: STRATEGIES

Potential Funding Sources:

• Park Improvement Fund

Description

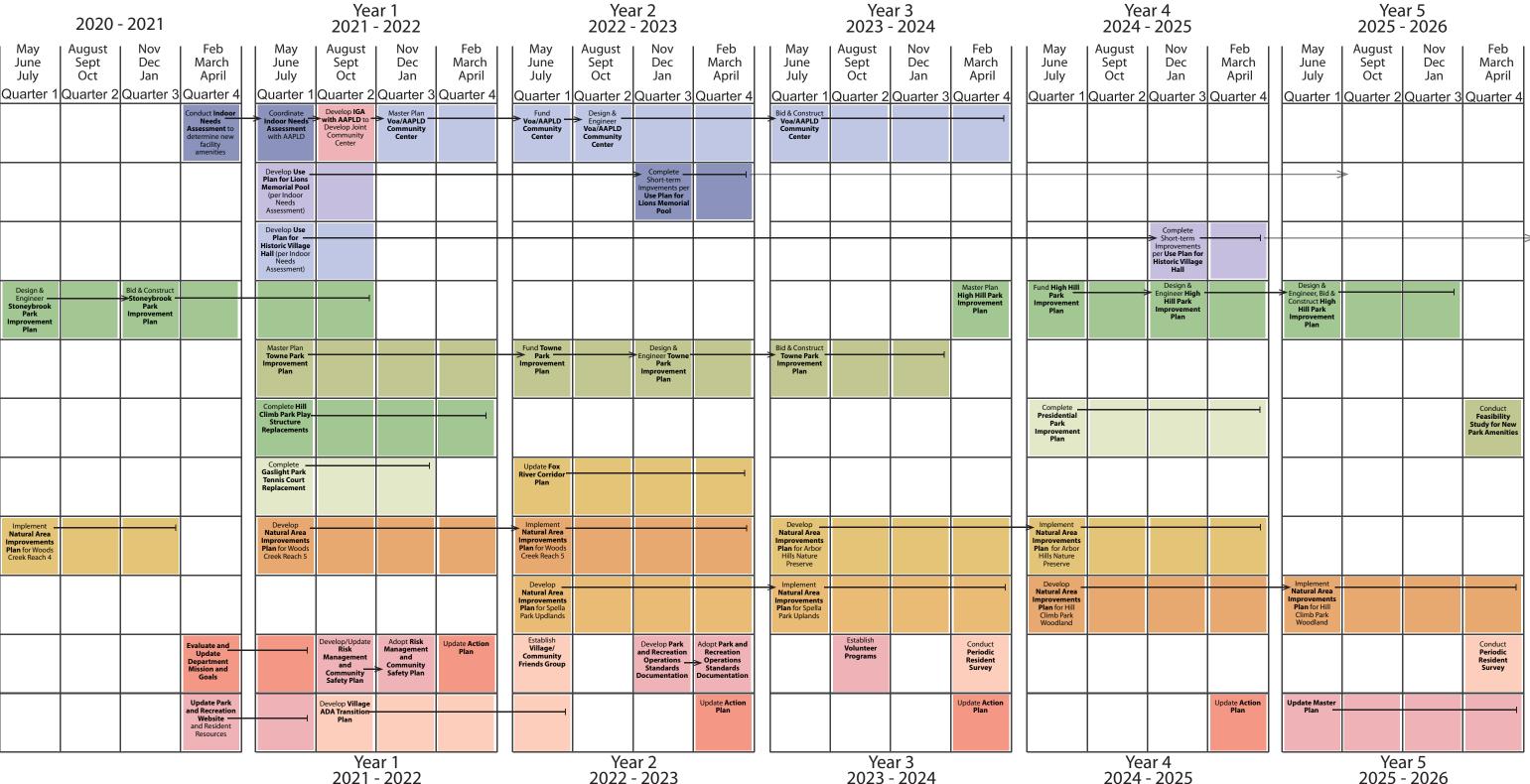
Continue Track Program Statistics to Meet Recreation Trends and Resident Interest

- Record and interpret program enrollment, user satisfaction, and overall lifecycle trends
- · Identify and grow popular programs and change or retire unpopular or declining offerings
- · Track local and industry trends to anticipate resident interest
- Explore additional opportunities to engage underutilized resident groups in Algonquin and the surrounding communities
 - · Provide active adult and senior programming
 - · Provide teen and pre-teen programming

Potential Funding Sources:

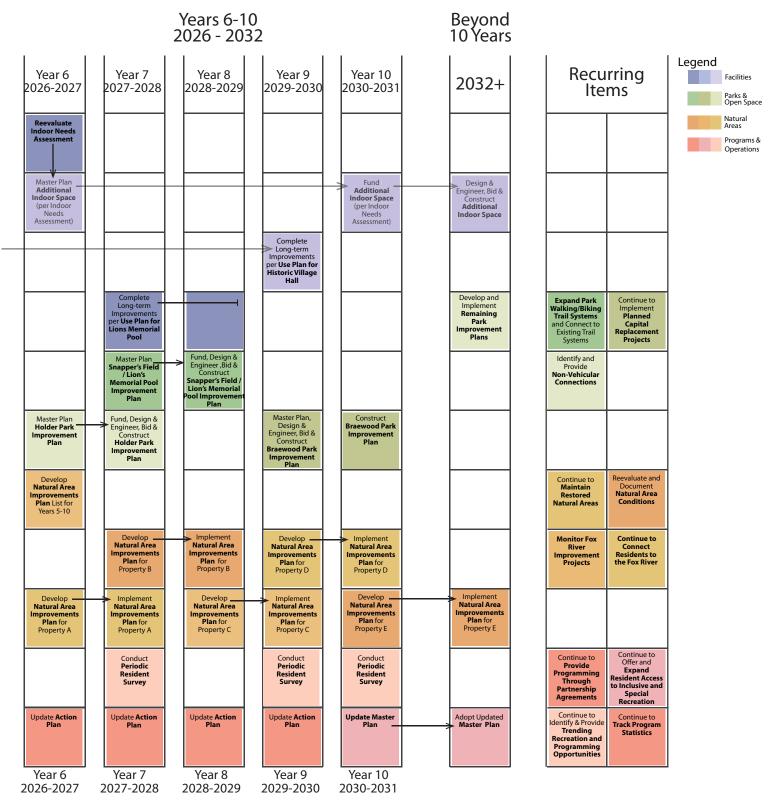
• N/A - Staff coordination

Description



Ten-Year Action Plan
Algonquin Park and Recreation Master Plan

-Year Action Plan





VILLAGE OF ALGONQUIN

GENERAL SERVICES ADMINISTRATION

-MEMORANDUM-

DATE: February 2, 2021

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: Computer Server Infrastructure Upgrade

In our current fiscal year budget [FY21], we will be upgrading all of our high availability associated infrastructure at a total cost of \$88,624.88; under the budgeted \$100,000.00. This will improve the availability of critical computer servers and increase our uptime to 99.9999% (30 seconds of unplanned downtime).

These expenses were previously approved as part of the Financial Resiliency Plan funding restorations, however, as this amount is beyond administrative spending authority, it is recommended the Village Board formally approve this purchase by Resolution.



Dell Options Summary

Prepared For: VILLAGE OF ALGONQUIN

Customer #: 3156019

Phone: 866.551.9995

Submitted By:

Philippe Stapp

Project: Dell Powerstore Servers Switches E-Mail: philsta@cdwg.com

Date: 2/2/2021

Qty.	Description		Extended Sell
1	PowerStore 1000T		\$43,651.14
		Total:	\$43,651.14
3	PowerEdge R640 Server		\$44,973.74
2	Dell S4128F Switch		
	·	Total:	\$44,973.74

Prepared By: Marilyn Burkhart (Solution Specialist)

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: https://www.cdwg.com/content/cdwg/en/terms-conditions.html

Applicable Taxes and Shipping not shown.



PowerStore 1000T Detail

Date: 2/2/2021 Quote #: 3000077992001.1

		Date	Quote #. 300007733200			
	Qty.	Part Numbers	Description			
	1	210-ASTZ	PowerStore 1000T BASE ENC. FLD INST			
	1	343-BBMR	BASE UNIT CONFIG KIT			
	1	370-AEZP	384GB Appliance DIMM 192GB Per Node			
	1	379-BEIQ	Thank you for choosing Dell EMC			
	1	528-BTZK	PowerStore Base SW			
	1	406-BBQI	10GBE OPTICAL 4 PORT CARD PAIR			
ē	1	450-AIOM	Dual 1800W (200-240V) Power Supply, includes C13/C14 Power Cords			
Hardware	1	800-BBQV	Thank you for buying Dell EMC			
ard	1	379-BDPD	ISG Product (info)			
Ϊ	1	800-BBQV	Thank you for buying Dell EMC			
	6	400-BGGI	P1 25X2.5 NVME SED SSD 1.92TB			
	4	470-ADTY	2M ACTIVE 10G TWINAX CABLE QTY 2			
	1	929-3709	Thank you for Your Order			
	1	935-6720	Thank you for Your Order			
				Extended Sell		
			Hardware Total:	\$43,651.14		
	1	210-ATXO	AppSync for PowerStore			
Software	1	626-BBBG	Storage Software Info			
ţ	1	528-BYHF	AppSync Str Pk for PowerStore=CB			
Sof				Extended Sell		
			Software Total:	\$0.00		
	1	825-9489	Dell Hardware Limited Warranty Plus On Site Service			
	1	825-9502	ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year			
	1	825-9503	ProSupport: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended			
	1	825-9509	ProSupport: Mission Critical 7x24 HW/SW Tech Support and Assistance 3 Years			
ort	1	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year			
Support	1	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355			
Su						
	6	828-4819	ProSupport: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 3 Years			
	1	828-5766	ProSupport Mission Critical for AppSync Starter Pack Software Support Contract 3 Years			
	1	828-5722	ProSupport Mission Critical for AppSync Starter Pack Software Support Maintenance 3 Yea	rs		
				Extended Sell		
			Support Total:	\$0.00		
S	1	838-0351	Promotional - ProDeploy for PowerStore Base Enclosure			
ice	1	900-9997	On-Site Installation Declined			
Services				Extended Sell		
Ŋ,			Services Total:	\$0.00		
				Extended Sell		
			Calution Total	Ć42 CE4 44		

Solution Total: \$43,651.14

Pricing expires 30 calendar days from date on Proposal

Prepared By: Marilyn Burkhart (Solution Specialist)

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

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CDW Confidential Page 2



PowerEdge R640 Server Detail

Date: 2/2/2021 Quote #: 3000077993292.1

	Otv	Part Numbers	Description
	Qty.		
	3	210-AKWU	PowerEdge R640 Server
	3	329-BEIJ	PowerEdge R640 MLK Motherboard
	3	461-AADZ	No Trusted Platform Module
	3	321-BCQJ	2.5 Chassis with up to 8 Hard Drives and 3PCIe slots
	3	389-DSVE	PowerEdge R640 CE, CCC, BIS Marking
	3	338-BSDO	Intel Xeon Silver 4216 2.1G, 16C/32T, 9.6GT/s, 22M Cache, Turbo, HT (100W) DDR4-2400
	3	338-BSDO	Intel Xeon Silver 4216 2.1G, 16C/32T, 9.6GT/s, 22M Cache, Turbo, HT (100W) DDR4-2400
	3	379-BDCO	Additional Processor Selected
	3	370-ABWE	DIMM Blanks for System with 2 Processors
	3	412-AAIQ	Standard 1U Heatsink
	3	412-AAIQ	Standard 1U Heatsink
	3	370-AEVR	3200MT/s RDIMMs
	3	370-AAIP	Performance Optimized
	3	780-BCDN	RAID 1
	3	405-AAMS	PERC H740P RAID Controller, 8GB NV Cache, Mini card
	3	619-ABVR	No Operating System
	3	634-BLSQ	Dell Processor Acceleration Technology Pro
	3	421-5736	No Media Required
	3	528-BIYY	OpenManage Enterprise Advanced
	3	528-CIBI	iDRAC9 Datacenter x4
	3	379-BCQV	iDRAC Group Manager, Enabled
	3	330-BBGN	Riser Config 2, 3x16 LP
	3	555-BCKO	Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC
Hardware	3	429-ABBF	No Internal Optical Drive for x4 and x8 HDD Chassis
Ş	3	384-BBQJ	8 Standard Fans for R640
車	3	450-AJSC	Dual, Hot-plug, Redundant Power Supply (1+1), 750W
_	3	325-BCHH	Standard Bezel
	3	350-BBJS	Dell EMC Luggage Tag
	3	350-BBKC	Quick Sync 2 (At-the-box mgmt)
	3	384-BBBL	Performance BIOS Settings
	3	800-BBDM	UEFI BIOS Boot Mode with GPT Partition
	3	770-BBBC	ReadyRails Sliding Rails Without Cable Management Arm
	3	631-AACK	No Systems Documentation, No OpenManage DVD Kit
	36	370-AEVQ	16GB RDIMM, 3200MT/s, Dual Rank
	6	400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 876 TBW
	3	555-BCKN	Intel X710 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile
	6	492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America
	2	210-ALTG	Dell EMC Switch S4128F-ON, 1U, 28 x 10GbE SFP+, 2 x QSFP28, PSU to IO, 2 PSU, OS10
	2	619-AMIZ	OS10 Enterprise S4128F-ON
	2	343-BBGC	Dell EMC Networking S4100-ON Americas User Guide
	2	814-1419	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year
	2	814-1455	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 2 Years
	2	450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13
	2	450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13
	12	470-ABOZ	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Passive Copper Twinax Direct Attach Cable, 2 Meter
			Extended Sell
			Hardware Total: \$44,973.74
ware	3	379-BCSG	iDRAC,Legacy Password
3		I	l

CDW Confidential Page 3

	Qty.	Part Numbers	S Description			
Soft				Extended Sell		
S			Software Total:	\$0.00		
	3	813-9255	Dell Hardware Limited Warranty Plus On-Site Service			
	3	813-9259	ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	5		
	3	813-9265	ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 3 Years			
	3	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355			
ort	2	814-1417	Dell Hardware Limited Warranty 1 Year			
Support	2	814-1456	ProSupport Mission Critical:7x24 HW/SW Technical Support and Assistance, 3 Years			
Su	2	975-3461	Dell Limited Hardware Warranty Extended Year(s)			
	2	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355			
	2	997-6306	Info 3rd Party Software Warranty provided by Vendor			
L				Extended Sell		
		I	Support Total:	\$0.00		
	3	340-BKNE	PowerEdge R640 Shipping			
	3	340-COPS	PowerEdge R640 x8 Drive Shipping Material			
Services	3	900-9997	On-Site Installation Declined			
Ϊ	2	804-2146	ProDeploy Dell Networking S Series 4XXX Switch - Deployment Verification			
Se	2	821-5785	ProDeploy Dell Networking S Series 4XXX Switch - Deployment			
				Extended Sell		
			Services Total:	\$0.00		
				Extended Sell		
			Solution Total:	\$44,973.74		

Pricing expires 30 calendar days from date on Proposal

Prepared By: Marilyn Burkhart (Solution Specialist)

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VILLAGE OF ALGONQUIN

GENERAL SERVICES ADMINISTRATION

-MEMORANDUM-

DATE: February 2, 2021

TO: Acting President Sosine and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Employee Leasing Agreement for Economic Development Work

I am recommending that the Village renew its agreement with GovTemps for the services of Peggy Blanchard through April 8, 2022. Peggy serves as an independent contractor working on economic development projects for the Village. She typically works 20-24 hour per week at a rate of \$81.20 per hour.

Peggy will continue to work primarily in retail economic development, focusing on the downtown, Algonquin Road, and Randall Road. Peggy has a distinguished career in the retail arena, and has been a great asset to the Village and our business community since starting her work with us in 2019. Her leadership with the International Council of Shopping Centers, and relationships with brokers and realtors is invaluable as we recruit new businesses and fill vacant spaces.

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 8th day of April 2021 ("Effective Date") by and between **GOVTEMPSUSA**, **LLC**, an Illinois limited liability company ("GovTemps"), and **the Village of Algonquin** (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

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

AGREEMENT

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

SECTION 1 SCOPE OF AGREEMENT

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

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

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

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

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

- **Section 2.02. Workers' Compensation**. To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.
- **Section 2.03. Employee Benefits**. GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.
- **Section 2.04. Maintenance and Retention of Payroll and Benefit Records**. GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.
- **Section 2.05. Other Obligations of GovTemps**. GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).
- **Section 2.06. Direction and Control**. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.
- **Section 2.07. Obligations of the Municipality**. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:
 - (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemps internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps workers' compensation carrier. GovTemps and GovTemps insurance carriers shall have the right to inspect the Municipality's premises to ensure that the Worksite Employee is not exposed to an unsafe

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

- (b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;
- (c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;
- (d) The Municipality shall not have the right to remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemps and the Municipality in accordance with Section 1.01;
- (e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;
- (f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and
- (g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

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

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

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

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

SECTION 4 INSURANCE

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

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

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

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. This Agreement shall become effective on April 8, 2021 and shall continue in effect thereafter for a period of one (1) year (April 8, 2022)

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

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

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

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

SECTION 6 NON-SOLICITATION

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

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

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

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

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

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

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

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

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

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

SECTION 8 ADDITIONAL PROVISIONS

- **Section 8.01. Amendments**. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.
- **Section 8.02. Binding Effect**. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.
- **Section 8.03. Counterpart Execution**. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.
- **Section 8.04. Definitions**. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.
- **Section 8.05. Entire Agreement**. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.
- **Section 8.06. Further Assurances**. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.
- **Section 8.07. Gender**. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.
- **Section 8.08.** Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and

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

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

If to GovTemps: GOVTEMPSUSA, LLC

630 Dundee Road, Suite 130 Northbrook, IL 60062 Attention: Michael Earl Telephone: 224-261-8366 Email: mearl@govhrusa.com

If to the Municipality: Village of Algonquin

Ganek Municipal Center

2200 Harnish Dr Algonquin, IL 60102

Attention: Tim Schloneger, Village Manager

Telephone: 847-658-2700

Email: timschloneger@algonquin.org

Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

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

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

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

Section 8.14. Arbitration.

- (a) Negotiation/Arbitration Process. The parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the parties. If settlement cannot be reached through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, the controversy or claim shall be settled by binding arbitration conducted before a single arbitrator who is knowledgeable in employment law. Either party may submit the dispute to arbitration. The arbitration will be conducted in accordance with the then applicable rules and regulations of the American Arbitration Association ("AAA"). The arbitration will be held in Cook County, Illinois. The arbitrator shall be mutually agreed upon by the parties, but if they are unable to agree on an arbitrator, the arbitrator shall be appointed by AAA. All arbitration proceedings shall be closed to the public and confidential. All records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitrator's decision.
- (b) Arbitration Award. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. Except as otherwise provided in this Agreement, the arbitrator shall apply the law specified in Section 8.3. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

[Signatures on following page]

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

GOVTEMPSUSA, LLC,
an Illinois limited liability company
By Cedenartm.
Name. Joellen J. Cademartori
Title: President/Co-owner
MUNICIPALITY
By
Name:
Title:

EXHIBIT AWorksite Employee and Base Compensation

WORKSITE EMPLOYEE:	Peggy Blanchard
POSITION/ASSIGNMENT:	Economic Development Specialist
	Village of Algonquin, IL
POSITION TERM:	April 8, 2021 – April 8, 2022
Agreement may be extended for up	to one additional year with agreement
between all parties. Either party may	y terminate the agreement with 30 days' notice.
BASE COMPENSATION:	\$81.20/hour for hours worked only. Hours per week will
vary but are estimated at 20-24 hour	per week. ours per week. Work schedule shall be
determined between the Municipalit	ty and the Worksite Employee. Hours should
be reported via email to payroll@go	ovtempsusa.com on the Monday after the prior
work week. The Village will be in	nvoiced every other week for hours worked.
GOVTEMPSSUSA, LLC.:	MUNICIPALITY:
By: Gademarton	By:
Date: 2/2/2021	Date:

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

EXHIBIT B Summary of Benefits

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VILLAGE OF ALGONQUIN GENERAL SERVICES ADMINISTRATION

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

DATE: February 5, 2021

TO: Village Board

FROM: Tim Schloneger

SUBJECT: Boundary Agreement with Barrington Hills

In 2001 the Village Board entered into a Boundary Agreement with Barrington Hills. By Statute, Boundary Agreements can only be 20 years in length. Following discussion with Barrington Hills, both parties agreed to extend the agreement for an additional 20 years.

Attached is the original agreement and the new agreement (only the dates have changed) to be considered.

It is my recommendation, the Village Board enter into this agreement extension.

RESOLUTION FOR ALGONOUIN BOUNDARY AGREEMENT

WHEREAS, the Village of Barrington Hills (the "Village") and the Village of Algonquin, ("Algonquin") are desirous of entering into a Jurisdictional Boundary Agreement (the "Agreement"); and

WHEREAS, the Village and Algonquin are authorized to enter into the Agreement pursuant to 65 ILCS 5/11-12-9, and by the power granted to them by Article VII, Section 10 of the Constitution of the State of Illinois, 1970; and

WHEREAS, there has been the presentation and examination of the Agreement between the Village and Algonquin to the Village Board of Trustees on January 22, 2001, as well as discussions with the Village Attorney.

NOW, THEREFORE BE IT RESOLVED by the President and the Board of Trustees of the Village of Barrington Hills, Cook, Kane, Lake, and McHenry Counties, Illinois, as a home rule municipality the following:

Section One The Village President is hereby authorized to execute the Agreement on the terms set forth in the copy attached hereto and made a part hereof as Exhibit A.

<u>Section Two</u> If any part or provision of this Resolution shall be held or deemed to be invalid, such invalidity shall not have the affect of rendering another part or provision of this Resolution invalid.

<u>Section Three</u> This Resolution shall be in full force and affect from and after its passage and approval as provided by law.

APPROVED THIS 22nd day of January, 2001.

AYES:	7	; NAYS:	0	; ABSENT:O
ATTEST:	West	MOS)		James a Kemple
Village Clerk		7 400		Village President

JURISDICTIONAL BOUNDARY AGREEMENT

THIS JURISDICTIONAL BOUNDARY AGREEMENT (this "Agreement") is made and entered into this <u>LTH</u> day of <u>FEORUMEN</u>, 200 , by and between the Village of Algonquin, a municipal corporation of Kane and McHenry Counties, Illinois (hereinafter called "Algonquin") and the Village of Barrington Hills, a municipal corporation of Cook, Lake, McHenry and Kane Counties, Illinois (hereinafter called "Barrington Hills").

WITNESSETH

WHEREAS, there is unincorporated territory in Kane and McHenry Counties lying between the village boundaries of Algonquin and Barrington Hills; and

WHEREAS, Barrington Hills is a home-rule municipality pursuant to Article VII of the Constitution of the State of Illinois, 1970; and

WHEREAS, Algonquin and Barrington Hills each have duly authorized Plan Commissions, created pursuant to 65 ILCS 5/11-12-4 (the Illinois Municipal Code) and have adopted official plans pursuant thereto, including subdivision regulations; and

WHEREAS, Algonquin and Barrington Hills desire to agree upon a line which shall mark the boundary of the jurisdiction of their respective Plan Commissions and corporate authorities pursuant to the authority granted in 65 ILCS 5/11-12-9 of the Illinois Municipal Code, and as authorized to said villages as units of local government within the powers granted by Article VII, Section 10 of the Constitution of the State of Illinois, 1970; and

WHEREAS, the corporate authorities of Algonquin and Barrington Hills have given consideration to the natural flow of storm water drainage and to all tracts of land in single ownership;

NOW, THEREFORE, upon the consideration of the mutual promises herein, it is hereby agreed as follows:

- 1. Algonquin and Barrington Hills agree that in the unincorporated area lying between said two municipalities, the jurisdictional boundary line for municipal government planning, subdivision control, official map, ordinances, and other municipal purposes shall be as described on Exhibit A attached hereto and made a part of hereof (the "Boundary Line").
- 2. With respect to the territory lying East of the Boundary Line, Algonquin agrees, and with respect to the territory lying West of the Boundary Line, Barrington Hills agrees, that it shall not annex any unincorporated territory, or any territory which may be subsequently disconnected from either of Barrington Hills or Algonquin, respectively, nor shall it exercise or attempt to exercise or enforce any subdivision control, official map or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement. In addition, Algonquin shall not consent or agree to the expansion of its Facilities Planning Area to any area East of the

aforesaid line and shall not permit, allow or consent to the extension of any sanitary sewer or water lines serving Algonquin or any part thereof East of the aforesaid line.

- 3. Each of Algonquin and Barrington Hills shall oppose any attempt to effectuate an annexation to itself which would have the effect of changing the boundaries established under this Agreement.
- 4. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file with the Counties of Kane and McHenry a statutory objection to proposed rezonings within one and one-half (1-1/2) miles of its corporate limits.
- 5. On or before the second (2nd) anniversary of the date of this Agreement, Barrington Hills, at its sole cost and expense, shall remove the existing traffic control device west of the intersection of Spring Creek Road at Haegar's Bend Road (the "Intersection") consisting of a gate (the "Gate") and neither another gate nor any other devices preventing traffic from traveling east on Spring Creek Road, except as described on Exhibit B attached hereto, shall be installed during the term of this Agreement. Prior to the removal of the Gate, Barrington Hills shall cause the Intersection to be improved in accordance with the plans described on Exhibit B attached hereto and made a part hereof (the "Intersection Improvements"). Algonquin shall cooperate with Barrington Hills in the installation of the Intersection Improvements, including, without limitation, the condemnation of required right-of-way and the issuance of permits and approvals. The cost of the Intersection Improvements (including any condemnation award or acquisition costs) shall be paid 0% by Algonquin and 100% by Barrington Hills.
- 6. This Agreement shall be binding upon, and shall apply only to relations between Algonquin and Barrington Hills. Nothing herein shall be used or construed to affect, support, bind or invalidate the boundary claims of either Algonquin and Barrington Hills insofar as such claims shall affect any municipality which is not a party to this Agreement.
- 7. Neither Algonquin nor Barrington Hills shall either directly or indirectly seek any modification of this Agreement through court action and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities.
- 8. If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.
- 9. This Agreement shall be in full force and effect for a period of twenty (20) years from the date of its execution and any additional periods in accordance with the Illinois Compiled Statues.
- 10. Upon execution of this Agreement by the corporate authorities of Algonquin and Barrington Hills, the Village Clerks of the respective municipalities shall each affix his certification of the adoption of this Agreement to one copy of the Agreement, and cause the same to be filed in the office of the Recorder of Deeds of Counties each of Kane and McHenry

Counties; and each municipality will pay one-half of the recording charges. Each of Algonquin and Barrington Hills shall make copies of this Agreement available in the office of the Village Clerk of the respective municipality.

11. Miscellaneous:

- (i) Any action to enforce the terms of this Agreement shall be brought in McHenry County. The prevailing party shall be entitled, as part of any judgment, to all reasonable attorneys' fees and costs incurred by it in enforcing the terms and provisions of this Agreement.
 - (ii) Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective Village Presidents, attested by their respective Village Clerks, and their corporate seals hereunto affixed, as of the day and year first above written.

VILLAGE OF ALGONQUIN

ATTEST: Sulls. Kants Village Clerk	By: Solvatore Spella Name: SALVATORE SPELLA
DATE: FEBRUARY 6, 2001	Title: VILLAGE PRESIDENT
ATTEST: Village Clerk	VILLAGE OF BARRINGTON HILLS By:
DATE: January 22 2001	Title: Village President

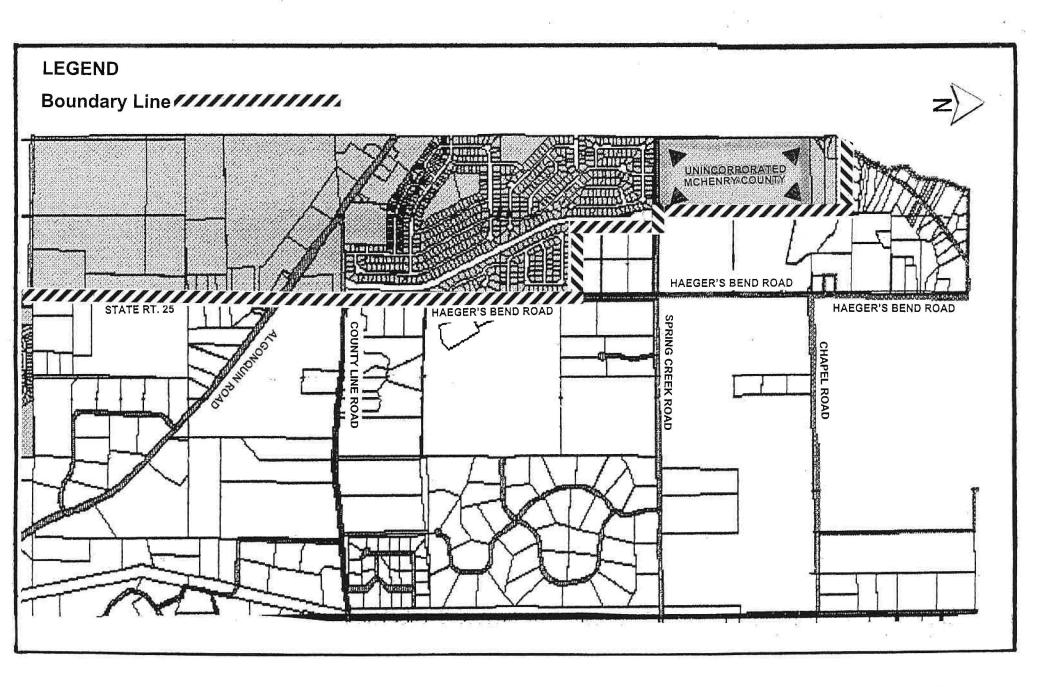
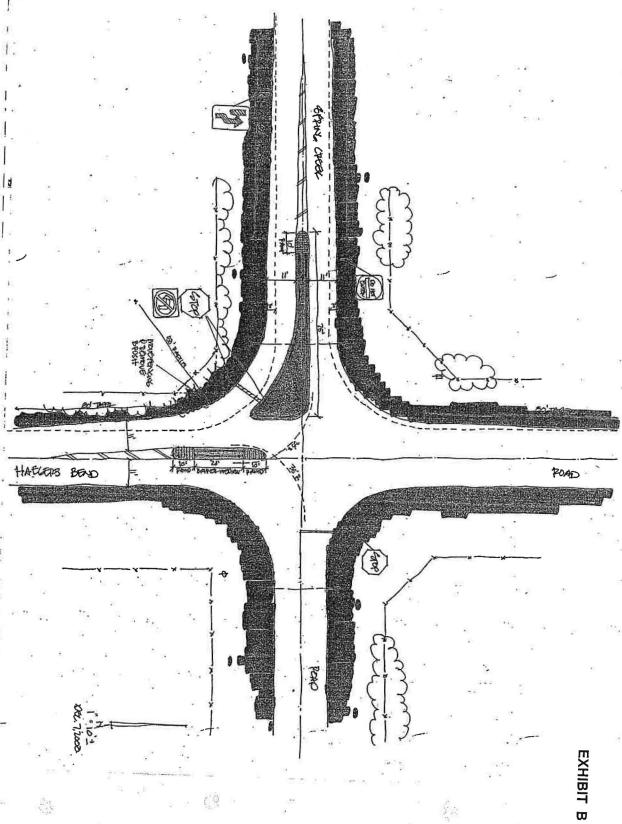
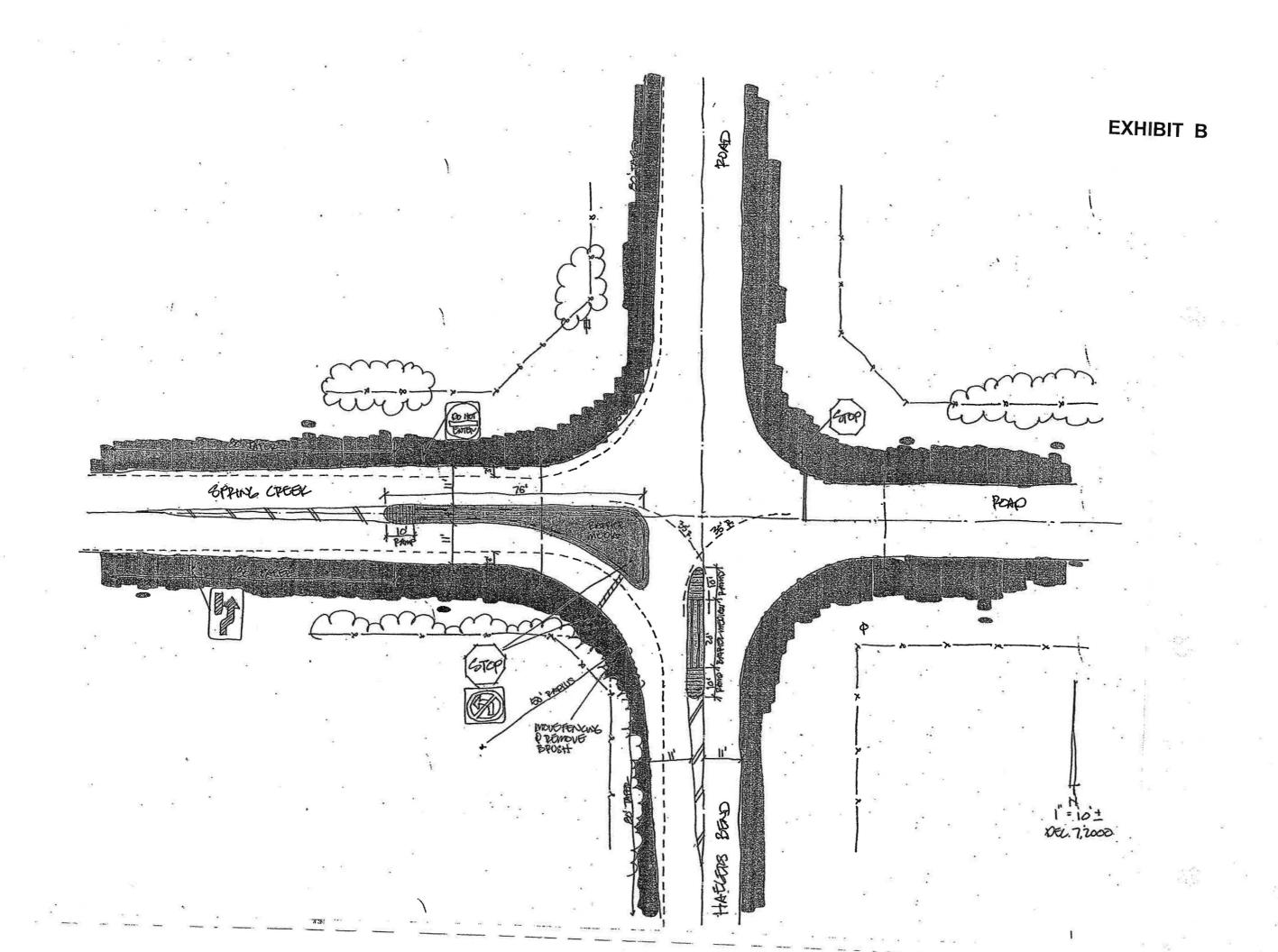


EXHIBIT A

BOUNDARY LINE DESCRIPTION

A described line beginning along the south line of the subdivision of Cedar Cove where it adjoins the corporate limits of the Village of Algonquin at the east shoreline of the Fox River in the NE 1/4 of Sec. 26 T43 N. R8E and traversing generally east therefrom to the west line of the Harper Subdivision also within the same Section and thereafter traveling south therefrom to north line of the NE 1/4 of Sec.35 T43N. R8E being coincidental with the northline of the public road of Spring Creek Road and traveling south therefrom for some 505 feet and then going east 26 feet to the west line of the subdivision of the Chinese Methodist Mission subdivision as commonly called being within the Village of Barrington Hills to its south recorded boundary line at which point going east along the adjoining and coincidental boundaries of the Villages of Barrington Hills and Algonquin to the rights of way of Haeger's Bend Road and traveling south therefrom to the SE corner of Section 35 and continuing from that point south along the east side of Sec. 2 in T43N. R8E in Kane County to a point beyond Bolz Road in the NE corner of Sec. 11 all being as illustrated in Exhibit A of the jurisdictional boundary Agreement between the Village of Barrington Hills and Algonquin.





Resolution for Algonquin / Barrington Hills Boundary Agreement

WHEREAS, the Village of Algonquin (the "Village") and the Village of Barrington Hills, ("Barrington Hills") are desirous of entering into a Jurisdictional Boundary Agreement (the "Agreement"); and

WHEREAS, the Village and Barrington Hills are authorized to enter into the Agreement pursuant to 65 ILCS 5/11-12-9, and by the power granted to them by Article VII, Section 10 of the Constitution of the State of Illinois, 1970; and

WHEREAS, there has been the presentation and examination of the Agreement between the Village and Barrington Hills to the Village Board of Trustees on ___(date)___, as well as discussions with the Village Attorney.

NOW, THEREFORE BE IT RESOLVED by the President and the Board of Trustees of the Village of Algonquin, Kane and McHenry Counties, Illinois, as a home rule municipality the following:

<u>Section One</u>: The Village President is hereby authorized to execute the Agreement on the terms set forth in the copy attached hereto and made a part hereof as Exhibit A.

<u>Section Two</u>: If any part or provision of this Resolution shall be held or deemed to be invalid, such invalidity shall not have the effect of rendering another part or provision of this Resolution invalid.

<u>Section Three</u>: This Resolution shall be in full force and affect from and after its passage and approval as provided by law.

APPROVED THIS	day of February, 202	21.	
seal			
Attest:			
Village Clerk, Margare	t Auger	Acting Village resident,	Debby Sosine

JURISDICTIONAL BOUNDARY AGREEMENT

THIS JURISDICTIONAL BOUNDARY AGREEMENT (this "Agreement") is made and entered into this _____ day of March, 2021, by and between the Village of Algonquin, a municipal corporation of Kane and McHenry Counties, Illinois (hereinafter called "Algonquin") and the Village of Barrington Hills, a municipal corporation of Cook, Lake, McHenry and Kane Counties, Illinois (hereinafter called "Barrington Hills").

WITNESSETH

WHEREAS, there is unincorporated territory in Kane and McHenry Counties lying between the village boundaries of Algonquin and Barrington Hills; and

WHEREAS, Barrington Hills is a home-rule municipality pursuant to Article VII of the Constitution of the State of Illinois, 1970; and

WHEREAS, Algonquin and Barrington Hills each have duly authorized Plan Commissions, created pursuant to 65 ILCS 5/11-12-4 (the Illinois Municipal Code) and have adopted official plans pursuant thereto, including subdivision regulations; and

WHEREAS, Algonquin and Barrington Hills desire to agree upon a line which shall mark the boundary of the jurisdiction of their respective Plan Commissions and corporate authorities pursuant to the authority granted in 65 ILCS 5/11-12-9 of the Illinois Municipal Code, and as authorized to said villages as units of local government within the powers granted by Article VII, Section 10 of the Constitution of the State of Illinois, 1970; and

WHEREAS, the corporate authorities of Algonquin and Barrington Hills have given consideration to the natural flow of storm water drainage and to all tracts of land in single ownership;

NOW, THEREFORE, upon the consideration of the mutual promises herein, it is hereby agreed as follows:

- 1. Algonquin and Barrington Hills agree that in the unincorporated area lying between said two municipalities, the jurisdictional boundary line for municipal government planning, subdivision control, official map, ordinances, and other municipal purposes shall be as described on Exhibit A attached hereto and made a part of hereof (the "Boundary Line").
- 2. With respect to the territory lying East of the Boundary Line, Algonquin agrees, and with respect to the territory lying West of the Boundary Line, Barrington Hills agrees, that it shall not annex any unincorporated territory, or any territory which may be subsequently disconnected from either of Barrington Hills or Algonquin, respectively, nor shall it exercise or attempt to exercise or enforce any subdivision control, official map or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement. In addition, Algonquin shall not consent or agree to the expansion of its Facilities Planning Area to any area East of the aforesaid line and shall not permit, allow or consent to the extension of any sanitary sewer or water lines serving Algonquin or any part thereof East of the aforesaid line.
- 3. Each of Algonquin and Barrington Hills shall oppose any attempt to effectuate an annexation to itself which would have the effect of changing the boundaries established under this Agreement.

- 4. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file with the Counties of Kane and McHenry a statutory objection to proposed rezonings within one and one-half (1-1/2) miles of its corporate limits.
- 5. On or before the second (2nd) anniversary of the date of this Agreement, Barrington Hills, at its sole cost and expense, shall remove the existing traffic control device west of the intersection of Spring Creek Road at Haegar's Bend Road (the "Intersection") consisting of a gate (the "Gate") and neither another gate nor any other devices preventing traffic from traveling east on Spring Creek Road, except as described on Exhibit B attached hereto, shall be installed during the term of this Agreement. Prior to the removal of the Gate, Barrington Hills shall cause the Intersection to be improved in accordance with the plans described on Exhibit B attached hereto and made a part hereof (the "Intersection Improvements"). Algonquin shall cooperate with Barrington Hills in the installation of the Intersection Improvements, including, without limitation, the condemnation of required right-of-way and the issuance of permits and approvals. The cost of the Intersection Improvements (including any condemnation award or acquisition costs) shall be paid 0% by Algonquin and 100% by Barrington Hills.
- 6. This Agreement shall be binding upon, and shall apply only to relations between Algonquin and Barrington Hills. Nothing herein shall be used or construed to affect, support, bind or invalidate the boundary claims of either Algonquin and Barrington Hills insofar as such claims shall affect any municipality which is not a party to this Agreement.
- 7. Neither Algonquin nor Barrington Hills shall either directly or indirectly seek any modification of this Agreement through court action and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities.
- 8. If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.
- 9. This Agreement shall be in full force and effect for a period of twenty (20) years from the date of its execution and any additional periods in accordance with the Illinois Compiled Statues.
- 10. Upon execution of this Agreement by the corporate authorities of Algonquin and Barrington Hills, the Village Clerks of the respective municipalities shall each affix his certification of the adoption of this Agreement to one copy of the Agreement, and cause the same to be filed in the office of the Recorder of Deeds of Counties each of Kane and McHenry

Counties; and each municipality will pay one-half of the recording charges. Each of Algonquin and Barrington Hills shall make copies of this Agreement available in the office of the Village Clerk of the respective municipality.

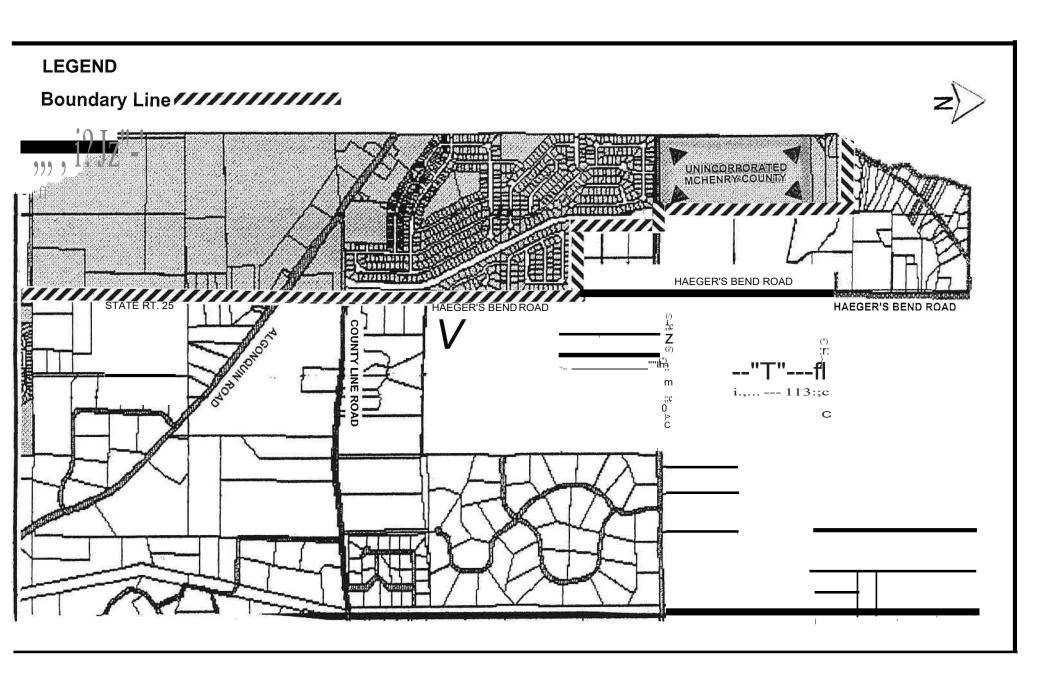
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- (i) Any action to enforce the terms of this Agreement shall be brought in McHenry County. The prevailing party shall be entitled, as part of any judgment, to all reasonable attorneys' fees and costs incurred by it in enforcing the terms and provisions of this Agreement.
- (ii) Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective Village Presidents, attested by their respective Village Clerks, and their corporate seals hereunto affixed, as of the day and year first above written.

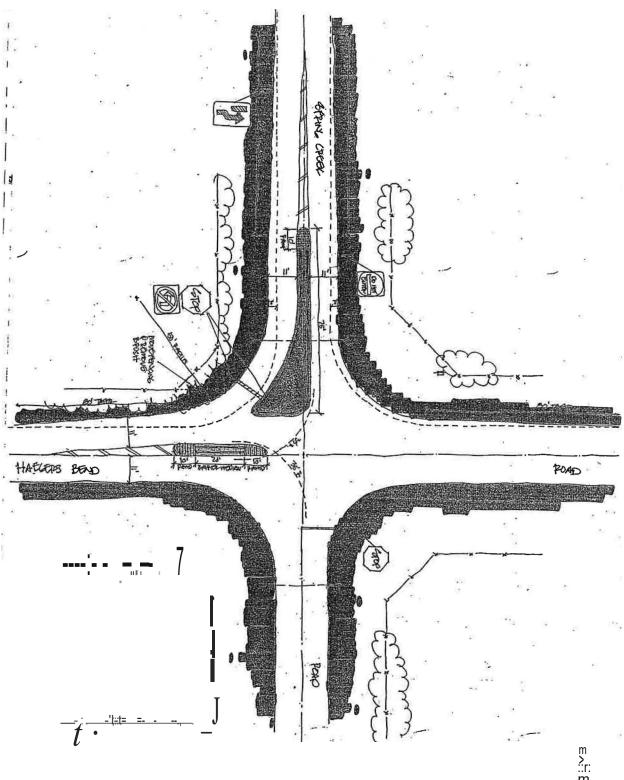
VILLAGE OF ALGONQUIN

Attest:	Approved:
Village Clerk, Margaret Auger	Acting Village President, Debby Sosine
Date:	
VILLAGE OF BARRINGTON HILLS	
Attest: Village Clerk, Nikki Panos	Approved: Village President, Martin McLaughlin
Date:	

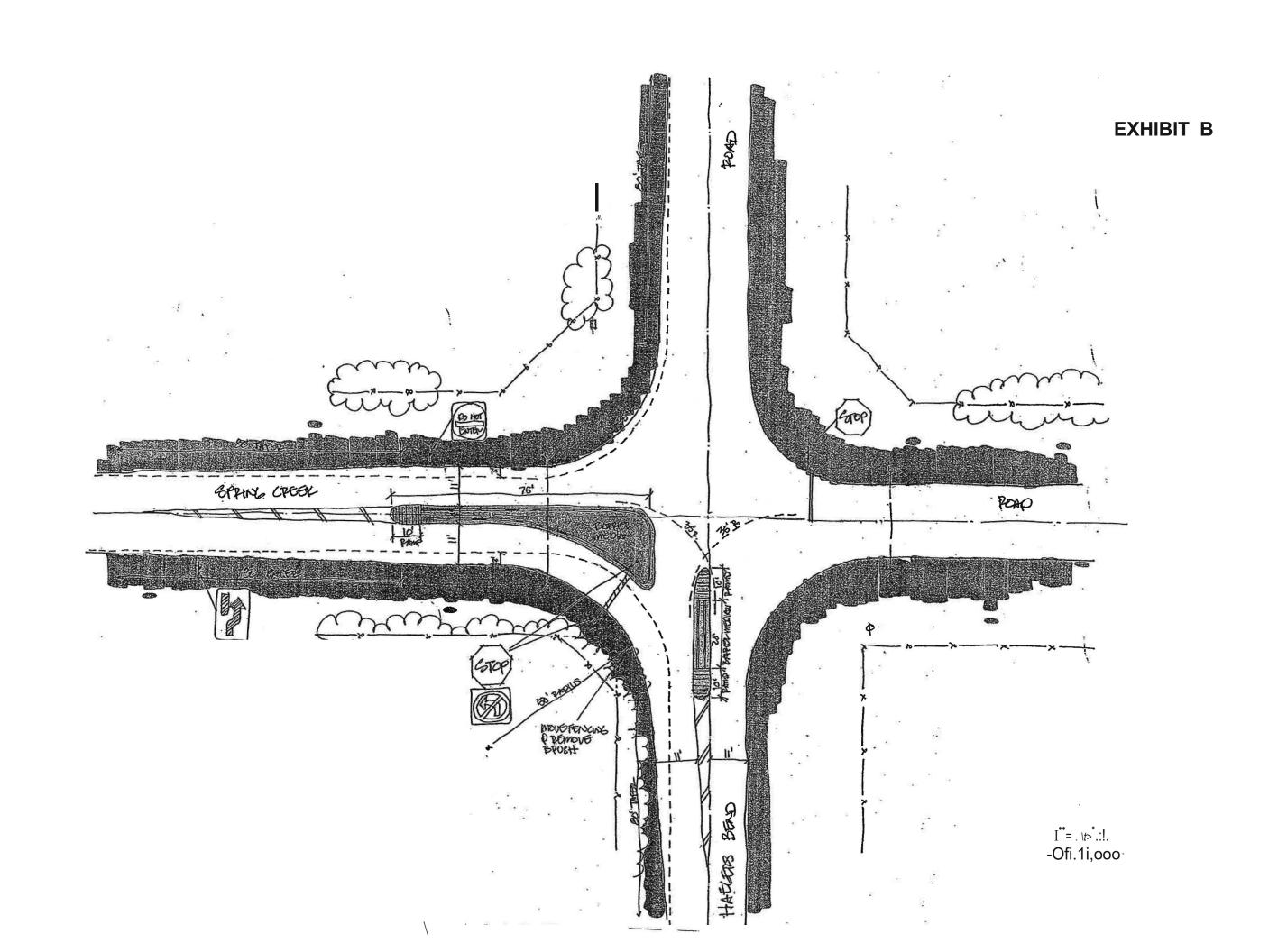


BOUNDARY LINE DESCRIPTION

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VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

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

DATE: 1/21/2021

TO: Tim Schloneger, Village Manager

CC: Bob Mitchard, Public Works Director

FROM: Steven R. Ludwig, General Services Superintendent

Mike Reif, Internal Services Supervisor

SUBJECT: Items To Be Deemed Surplus

Make: Trojan Technologies

Model: 310009

ID/VIN:

Description: 28 Relay boards installed, Communications board installed. Replaced

During WWTP upgrades.



Make: Trojan Technologies Model: Part# 303418

ID/VIN:

Description: Eight Relay boards replaced during WWTP upgrades



Make: Trojan Technologies Model: Part# 310801

ID/VIN:

Description: nine OES940 chips for Communications Board



Make: Trojan Technologies

Model: Part# 912362

ID/VIN:

Description: four – Communications board chip



Make: Trojan Technologies **Model:** Part# 302300

Description: 12 – Sleeve sealing O-rings



Make: Trojan Technologies

Model: Part #302435

Description: 30 – Lamp socket assembly



Make: Trojan Technologies

Model: Part # 302455

Description: three - Power Cables 4, 6, 8 Lamp UVM



Make: Trojan Technologies

Model: Part # 303303

Description: 14 - UV Modules UVM 8-64

Minus quartz sleeves and lamps, Includes power cable (302455), Ballasts (4 of 302403), Module board (302414-1), and installed lamp socket assemblies (302435).



Make: Trojan Technologies

Model: Part# 302208

Description: 50+ Quartz Sleeves, Dimensions 1610mmx23mmx20mm with domes end



Make: Trojan Technologies

Model: Part# 312031

Description: two Support Rack Assemblies (SRK-14-64



Make: Trojan Technologies

Model: Part# 302391

Description: eight – Endcap sealing O-rings



Make: Trojan Technologies Model: Part# 302403

Description: 22 – UV Lamp Ballast



Make: Trojan Technologies

Description: one – Module board



Make: Trojan Technologies

Description: one – Power Distribution Center Communications Board



Make: Trojan Technologies

Description: one – Lamp cleaning station



Model: Part# NCS5720-23T

Description: Eight Sprockets, 3 7/8 ID. From old WWTP Clarifier



Model: Part # 303-70367

Description: Six Sleeve bearing6, 3-1/4 ID. From old WWTP Clarifier



Make:

Model: Part # NCS720s

Description: 6 Sprockets 5-7/16 ID.from old WWTP Clarifier



Unit #: 6CHS4Year: 2013Make: StihlModel: MS362ID/VIN: 292909722

Description: needs extensive repairs



Unit #: 9PW01Year: 2001Make: ExcellModel: ZR3600ID/VIN: 2353072741

Description: Needs new pump



Unit #: 9WW01Year: 2007Make: ShindiawaModel: T260ID/VIN: 5017589

Description: Needs repair, beyond useful life.



Unit #:9MOE1 Year: 2011 Make: Toro Model: Mower ID/VIN: 311002033

Description: Not needed due to contract mowing, also needs minor repairs.



Unit #: 6HHB6 Year: 2012 Make: Stihl Model: B86

ID/VIN: 288794085

Description: Handheld blower, beyond useful life, needs major repairs.



Unit #: 6HHB3Year: 2010Make: StihlModel: B86

ID/VIN: 283808340

Description: Handheld blower, beyond useful life, needs major repairs.



Unit #: 6HHB1 Year: 2012 Make: Stihl Model: B86

ID/VIN: 289361442

Description: Handheld blower, beyond useful life, needs major repairs.



Unit #: 6PP01Year: 2009Make: StihlModel: HT131ID/VIN: 279293958

Description: Power pole saw. Broken shaft, replacement part cost more than a new

unit.



Make: Wall Enterprises Model: RBG-1218-B

Description: Rotary Blade Grinder, needs repairs



Make: Dodge

Model: P/N 1YD9-9DX9-AA

Description: Seat cover for Dodge Charger, Village no longer owns these vehicles.



Make: Dodge

Description: Misc. Dodge suspension parts, Village no longer owns these vehicles



Description: 48" Magnetic bar. Used for street sweeper, not needed due to program

changes.



Make: Havis

Description: Misc. computer mounts, removed from old vehicles.



Description: Misc.clamps.



Make: Radiodetection Model: RD400PL/PT

Description: Old locating equipment.



Unit #: 630Year: 2001Make: TracklessModel: 5H004

Description: Turn ram



Make: Dodge Model: Charger

Description: Old stock Dodge Charger Parts, not compatible with any Village owned

vehicles.



Make: Dodge Model: Charger

Description: Old stock Dodge Charger seat back cushion



Make: Snap-On Model: EEJP500

Description: two Jumper packs, replaced with new smaller lighter units.



Make: Field King
Model: Backpack sprayer
Description: old backpack sprayers





VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

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

DATE: January 29, 2021

TO: Committee of the Whole – February 9, 2021

FROM: Robert Mitchard, Public Works Director

SUBJECT: Recommendation for award of a proposal for sanitary sewer lining Ratt

Creek

Background:

For many years, the Village staff has been concerned with the integrity of the sanitary sewer that runs along and under Ratt Creek. It has experienced high inflow and infiltration (I/I) of storm water, and is very difficult to access for maintenance. The (I/I) places a heavy burden on pumping and treatment requirements. The Village had hired Christopher B. Burke Engineering (CBBEL) to analyze the sanitary sewer from Hanson Road to Edgewood Drive. The total length is about 6,800LF of 15" main sewer and about 1,250LF of tributary 8" sewer requiring attention.

After reviewing a number of options, the CBBEL recommendation report of June 18, 2020 split the project into 3 Phases.

Phase A: Hanson Road to Kenneth E. Neubert Elementary School

Phase B: Neubert Elementary School to the Harper Drive connection

Phase C: Harper Drive connection to Edgewood Drive and West End Drive

Phase A and Phase C were recommended to be lined and Phase B was recommended to be relocated outside of the floodplain. This was the most cost-effective approach to address the issues.

Staff solicited proposals in December for the lining portion of the work: Phase A and the southernmost 2,100 LF of Section C, due to funding. The Village requested quotes from four reputable firms for these professional services. The Village received proposals on January 15, 2021 from 2 firms as follows:

Insituform Technologies USA, LLC \$190,418.35 (includes 2.5% bond cost)

Hoerr Construction, Inc. \$330,830.00

The Engineer's estimate was \$594,000.

The other two firms did not submit proposals. Visu-Sewer was the low bidder through the Municipal Partnering Initiative with whom the Village has done work this year, but they could not fit the work in their schedule so they did not submit a proposal. The other firm was Benchmark and they too could not get all subcontractor prices nor fit the work in their schedule, so they did not submit a proposal.

The staff and CBBEL reviewed the proposals for completeness, understanding the scope of the work, and pricing. The unit prices submitted by Insituform are competitive for this type of work, especially the location of the work. Insituform has an excellent reputation for performing this type of work. There are adequate funds in the Water and Sewer fund for this project.

Recommendation:

Due to the age of the sewer and potential inaccurate GIS information, staff recommends adding an allowance for any discrepancies in information. There may be some pipe size or length inconsistencies, and an allowance would be used to address these, if any. This allowance would be at the Village's, not the contractor's discretion, to address any inconsistencies. Staff recommends the inclusion of an allowance of \$20,000, which is a little over 10% of the proposal amount.

Therefore, it is staff's recommendation that the Committee of the Whole recommend to the Village Board approval of the proposal from Insituform Technologies USA, LLC in the amount of \$210,418.35, including the allowance.

Worldwide Pipeline Rehabilitation 1334 Enterprise Drive Romeoville, IL 60446

Cell: 630-842-8539 Fax: 708-478-4871 kcoburn@aegion.com

Victor C. Ramirez, P.E. Senior Project Engineer

January 15, 2021

Via Email: VictorRamirez@algonquin.org

Re: Algonquin – CIPP Proposal for Ratt Creek

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform® work on the above referenced project:

Scope of Work:

Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	\$ 1,700.00	\$ 1,700.00
CIPP 8"	342	LF	\$ 58.00	\$ 19,836.00
CIPP 15"	1880	LF	\$ 68.00	\$ 127,840.00
CIPP 16"	221	LF	\$ 148.00	\$ 32,708.00
Internal Reconnects	18	EΑ	\$ 205.00	\$ 3,690.00
Heavy Cleaning (Over 3 Passes)	0	HR	\$ 600.00	\$ -
			Total	\$ 185,774.00

INCLUDED:

- ✓ Pipe line cleaning. Loose debris (up to two inches) and "normal" deposits only. Extraordinary conditions will need to be treated as a point repair.
- ✓ Installation of Insituform® complete per ASTM F1216.
- ✓ Dry weather work only.
- **✓** Bypassing
- ✓ CD with "mpeg file" of internal inspection pre and post Insituform®
- ✓ Certificate of insurance with a standard coverage.

EXTRA:

- ♦ Excavation Point Repairs (at collapses and other obstructions unable to be removed with conventional sewer cleaning equipment), and related restoration.
- ♦ Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.
- ♦ Performance/Payment Bond (at 2.5% of proposal price).
- ♦ Special Insurance such as Railroad, OCP, Builders Risk...
- ♦ Weekend/Holiday Work.

BY OTHERS:

- ♦ GC to remove frame & cover on MH E3796 for our CIPP installation and then replace it approximately one week later.
- ♦ Provide access to all manholes.
- ♦ All permits.

- **♦** Tax Exempt Certificate.
- ♦ Provide hydrant on job site (for 2" or 2.5" connection) for water to clean sewer and invert Insitutube[™]. If tanker use is required, it is an extra at \$300/hr.
- ♦ Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.

General Conditions:

- 1. We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.
- 2. Laterals that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed <u>in writing</u> by the owner.
- 3. To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

4. LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

- 5. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- 6. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.
- 7. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform® process per the above conditions, and Insituform® specifications, are included.
- 8. PAYMENT TERMS: Payment is due in full, without exception or retention, within 35 days of date of invoice.

9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.
Sincerely, INSITUFORM TECHNOLOGIES USA, LLC.
Kevin Coburn, Business Development Manager Cell – 630-842-8539 ***********************************
Company:
Signed:
Printed Name/Title:
Date:
Is this Project Tax Exempt? If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.
Does this Project require Certified Payroll? Are there wage rates? If yes, please provide a copy of the wage rates.
This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an other contract.
<u>attachment.</u>
Accepted By: Insituform Technologies USA, LLC.
<u>By:</u>

Date:		



Hoerr Construction, Inc. 1416 County Road 200 N P.O. Box 65 Goodfield, IL 61742

Office: (309) 691-6653 Fax: (309) 508-7990

1/15/2021

Mr. Victor Ramirez Village of Algonquin 1100 Harnish Dr. Algonquin, IL 60102

Project: Sanitary Sewer Lining

Hoerr Construction, Inc. to Provide

- Cleaning and televising of pipe prior to lining
- Cured in Place Pipe (CIPP) for 8" 16" sanitary sewer
 - All necessary equipment and labor for liner inversion, cure & lateral reinstatements
 - CIPP liner designed to ASTM F1216 for fully deteriorated pipe conditions
 - Insignia end seals at all manhole connections to reduce water infiltration at manhole connections
 - o Bypass pumping of flow in pipe to facilitate cleaning and lining operations
 - Traffic control
 - Notices to residents and property owners in the cleaning and lining area passed one day prior to sewer cleaning and lining
- · Post-lining televising with digital video report
- Basic surface restoration as needed in unpaved areas
- Standard performance bond and insurance coverages
- All work performed as prevailing wage with reports submitted to IDOL

Village of Algonquin to Provide

- Water for pipe cleaning operations
- Dump site for debris removed from pipe
- Access to pipe being lined to include, but not limited to, the following:
 - Permission/easements to access the pipe through private property adjacent to the work area.
- Parking for sewer rehab equipment
- Any necessary permits, fees, association dues, special insurance coverages, surface restoration, erosion control, deflection testing, air testing, or staking

Email: info@hoerr.com – http://www.hoerr.com



Hoerr Construction, Inc. 1416 County Road 200 N P.O. Box 65 Goodfield, IL 61742

Office: (309) 691-6653 Fax: (309) 508-7990

Project Pricing:

•	+/-343' of 8" CIPP @ \$105.00/LF:	\$	36,015.00
	+/-4 Service Reinstatements @ \$100.00/EA:	\$	400.00
•	+/-1,797' of 15" CIPP @ \$140.00/LF:	\$ 2	251,580.00
	+/-13 Service Reinstatements @ \$150.00/EA:	\$	1,950.00
•	+/-221' of 16" CIPP @ \$185.00/LF:	\$	40,885.00
	+/-0 Service Reinstatements @ \$150.00/EA:	\$	0.00
•	Total Project:	\$:	330,830.00

Thank you for the opportunity to quote this pipe lining project. If you have any questions, please call me at (309) 691-6653.

Sincerely,	Accepted By:	
Miks Kaisner		
Mike Kaisner, Estimator/PM Hoerr Construction, Inc.		
	Print:(name)	(title)
	Date:	



Continued on next page:

Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

Algonquin – CIPP Ratt Creek Sewer Lining PROJECT NO. VoA9-2- A

SIGNATURE FORM

This AGREEMENT is made and entered into this day of, 2021, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Insituform Technologies USA, LLC. of 1334 Enterprise Drive, Romeoville, IL 60446 (CONTRACTOR).
WITNESSETH Whereas, the VILLAGE has prepared certain plans and specifications for Algonquin CIPP Ratt Creek Sewer Lining and has the contract number VoA9-2- A under the terms and conditions fully stated and set forth, and;
Whereas, said plans, specifications, and Proposal fully describe the terms and conditions upon which the CONTRACTOR offers to perform and furnish all labor, materials, insurance, bonds, and equipment, to complete the work specified:
NOW, THEREFORE, IT IS AGREED:
1. VILLAGE hereby accepts the Proposal of the CONTRACTOR for the work in the sum of \$190,418.35 (One Hundred Ninety Thousand, Four Hundred Eighteen Dollars & Thirty-Five Cents plus a \$20,000 (Twenty Thousand Dollar and No Cents Allowance).
2. CONTRACTOR agrees to substantially complete the work by April 30, 2021 and fully complete the work by April 30, 2021.
3. This Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:
 a. Proposal Algonquin CIPP Ratt Creek Sewer Lining dated January 15, 2021 b. GIS sewer maps indicating project location c. The State of Illinois Standard Specifications for CIPP sewer lining d. All Proposal documents

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4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.



Village of Algonquin The Gem of the Fox River Valley

CONTRACT

In Witness Whereof, the following parties have signed this Contract effective on the date first written above.

VILLAGE OF ALGONQUIN:	CONTRACTOR:
By: Mr. Timothy Schloneger, Village Manager	By: (Signature)
	(Print Name)
	(Title)
ATTEST:	ATTEST:
By: Maggie Auger, Village Clerk	By: (Company Official)
(SEAL)	(NOTARY)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

Algonquin CIPP Ratt Creek Sewer Lining PROJECT NO. VoA9-2- -A

INSURANCE CERTIFCATE

ATTACH CERFICATE(S) &
ANY REQUIRED ENDORSEMENT(S)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

Algonquin CIPP Ratt Creek Sewer Lining PROJECT NO. VoA9-02- A

BOND No.

PAYMENT & PERFORMANCE BOND

Know all men by these presents that **Insituform Technologies USA, LLC 1334 Enterprise Drive Romeoville, IL 60446**

as Principal, hereinafter called the CONTRACTOR, and
(Bond Surety Company Name)
(Street Address)
(City, State, Zip)
as Surety, hereinafter called the SURETY, are held and firmly bound unto the Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102
as Obligee, hereinafter called the VILLAGE, in the amount of \$210,418.35 (Two Hundred Ten Thousand, Fou Hundred Eighteen Dollars & Thirty-Five Cents).
that represents 100% of the Contract Price for the payment whereof CONTRACTOR & SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
Whereas, the CONTRACTOR has by written agreement dated entered into a contract with the VILLAGE for the project known as Algonquin CIPP Ratt Creek Sewer Lining in accordance with drawing and specifications prepared by the VILLAGE, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.
N. 4 C 4 12 C4: 11 C 14 CONTRACTOR 1 11 4 1

Now, therefore, the conditions of this obligation are such that if the CONTRACTOR shall promptly and faithfully perform said CONTRACT, then the obligation of this bond shall be null and void; otherwise, it shall remain in full force and effect.

- A. The SURETY hereby waives notice of any alteration of extension of time made by the VILLAGE
- B. Whenever CONTRACTOR shall be and is declared by the VILLAGE to be in default under the CONTRACT, the VILLAGE having performed VILLAGE's obligations there under, the SURETY may promptly remedy the default, or shall promptly:

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Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

- 1. Complete the CONTRACT in accordance with its terms and conditions, or
- 2. Obtain a bid or bids for submission to VILLAGE for completing the CONTRACT in accordance with its terms and conditions, and upon determination by VILLAGE and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and VILLAGE, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or CONTRACTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT price. The term "balance of the CONTRACT price", as used in this paragraph shall mean the total amount payable by VILLAGE to CONTRACTOR. It is the intention of this undertaking that the total cost and expenditure by VILLAGE shall not exceed the CONTRACT price.
- C. No right of action shall accrue to or for the use of any person or corporation other than the VILLAGE named herein or the heirs, executors, administrators or successors of the VILLAGE

It is a further condition of this obligation that the CONTRACTOR and SURETY shall pay to all person, firms, or corporations having contracts directly with the CONTRACTOR or with subcontractors, all just claims due them for labor performed or materials furnished in the performance of the CONTRACT on account of which this bond is given

Signed and Sealed this	_day of,	, A.D.
In the Presence of:		
Witness (Print)		Principal (Signature)
Witness (Signature)		Title
		Surety (Signature)
		Surety (Print)
		Title

SPECIFICATIONS FOR CURED-IN-PLACE PIPE (CIPP)

1. INTENT

1.1 It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is formed to the original conduit by use a hydrostatic head or air pressure. The resin is cured using either hot water under hydrostatic pressure or steam within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting.

2. REFERENCED DOCUMENTS

- 2.1 This specification references ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), ASTM F1743 (Rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), and ASTM D790 (Test methods for flexural properties of non-reinforced plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.
- 3. PRODUCT, MANUFACTURER, CONTRACTOR QUALIFICATION REQUIREMENTS
- 3.1 Since sewer products are intended to have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial successful long-term track records will be approved. All trench-less rehabilitation products and installers must be pre-approved prior to receiving bid documents.

Products and Contractors seeking approval must meet all of the following criteria to be deemed Commercially Acceptable:

- 3.1.1 For a Product to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Owner to assure commercial viability. In addition, at least 100,000 linear feet of the product shall have been in successful service within the State for a minimum of five years.
- 3.1.2 For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least 5 (five) years active experience in the commercial installation of the product bid. In addition, the Contractor must have successfully installed at least 1,000,000 feet of the same product bid in wastewater collection systems and a minimum of 50,000 of thirty (30) inch or greater in diameter. Field Supervisor/Foreman: Minimum five (5) years as a foreman/superintendent for a cured-in-place lining crew (installing actual product included with this bid/project), and a minimum of 300,000 lineal feet of cured-in-place lining, diameters up to, and including, twenty-three (23) inch (Engineer shall select appropriate experience requirement based upon work included with project. If work includes work in both diameter ranges please include both clauses) or Minimum of five (5) years as a

foreman/superintendent for a cured-in-place lining crew, a minimum of 50,000 lineal feet of cured-in-place lining of twenty-four (24) inch or greater, installed under his/her supervision. Such experience shall include the actual product, by trade name, CONTRACTOR proposes to install. Acceptable documentation of these minimum installations must be submitted to the Owner.

- 3.1.3 For a product and installer to be Commercially Proven, the installer must own and operate a legally permitted permanent facility to impregnate the CIPP tubes. To ensure the Owner all installed products will meet the minimum product quality control standards set forth by the manufacture, all CIPP liners shall be impregnated by the approved product's licensed installer that is performing the work. No pre-impregnated CIPP products will be accepted from a third-party vendor without written pre-approval from the owner, Please provide a copy of your permits for this facility with the bid.
- 3.1.4 Sewer rehabilitation products submitted for approval must provide Third Party Test Results supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the Owner. No product will be approved without independent third-party testing verification.
- 3.1.5 Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9001. Proof of certification shall be required for approval.
- 3.1.6 Proposals must be labeled clearly on the outside of the proposal envelope, listing the product name and Contractor being proposed. Only proposals using preapproved products and Contractors will be opened and read. Proposals submitted on products and/or from Contractors that have not been pre-approved will be returned unopened.

4. MATERIALS

- 4.1 Tube The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216 or ASTM F1743, Section 5, reinforcing fibers may be included. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- 4.1.1 The wet-out Tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the design thickness, per section 5.6.
- 4.1.2 The Tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.
- 4.1.3 The inner or outer layer of the Tube (before wet out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet out) procedure.

Deleted:

- 4.1.4 The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
- 4.1.5 The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
- 4.1.6 Seams in the Tube shall be stronger than the non-seamed felt.
- 4.1.7 The outside of the Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the manufacturers name or identifying symbol. The tubes must be manufactured in the USA.
- 4.2 Resin The resin system shall be a corrosion resistant polyester or vinyl ester and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.
- 5. STRUCTURAL REQUIREMENTS
- 5.1 The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
- 5.2 The Contractor must submit long-term testing for flexural creep in accordance with ASTM D2990 of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by the ASTM D2990 testing. Values in excess of 50% will not be applied unless substantiated by qualified third party test data. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in design.
- 5.3 The enhancement factor 'K' to be used in 'Partially Deteriorated' design conditions shall be assigned a value of 7.
- 5.4 The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- 5.5 The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM PHYSICAL PROPERTIES

PropertyTest MethodCured Composite min. per ASTM F1216Cured Composite (400,000 psi Resin)Modulus of ElasticityASTM D-790 (short term)250,000 psi400,000 psiFlexural StressASTM D-7904,500 psi4,500 psi

5.6 The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 5.5 and in accordance with the design equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	=	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design	=	50% - 75%
(as determined by Long-Term tests described in paragraph 5.2)		
Ovality*	=	2%
Enhancement Factor, k	=	7
Groundwater Depth (above invert) *	=	ft.
Soil Depth (above crown) *	=	ft.
Soil Modulus**	=	psi
Soil Density**	=	120 pcf
Live Load**	=	H20 Highway
Design Condition (partially or fully deteriorated)***	=	***

^{*} Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

5.7

- 5.8 Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.
- 6. TESTING REQUIREMENTS
- 6.1 Chemical Resistance The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- 6.2 Hydraulic Capacity Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

Deleted:

^{***} Based on review of video logs, conditions of pipeline can be fully or partially deteriorated.

(See ASTM F1216 Appendix) The Owner will be sole judge as to pipe conditions and parameters utilized in Design.

6.3 CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from past field installations in North America of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5.5 have been achieved in previous field applications.

7. INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

- 7.1 It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the Owner shall institute the actions necessary to do this for the mutually agreed time period. The owner shall also provide free access to water hydrants for cleaning, inversion and other work items requiring water.
- 7.2 Cleaning of Sewer Lines The Contractor, when required, shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The Owner shall also provide a dump site for all debris removed from the sewers during the cleaning operation. Unless stated otherwise, it is assumed this site will be at or near the sewage treatment facility to which the debris would have arrived in absence of the cleaning operation. If any hazardous or toxic materials are encountered during this project, the Owner will be responsible for the removal and disposal of the materials.
- 7.3 Bypassing Sewage The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Owner may require a detail of the bypass plan to be submitted.
- 7.4 Inspection of Pipelines Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the Owner.
- 7.5 Line Obstructions It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion or pull-in installation, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.
- 7.6 Public Notification The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the

work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

- A. Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any problem which could arise.
- B. Personal contact with any home or business, which cannot be reconnected within the time stated in the written notice.
- 7.7 The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

8. INSTALLATION

- 8.1 CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:
- 8.1.1 Resin Impregnation The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To insure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction.

After vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Installer uses an alternate method of resin impregnation, the method must produce the same results. Any alternate resin impregnation method must be proven.

- 8.1.2 Tube Insertion The wet-out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 8.1.3 Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
- 8.1.4 Curing shall be accomplished by utilizing either hot water under hydrostatic pressure or steam in accordance with the manufacturer's recommended cure schedule.

9. REINSTATEMENT OF BRANCH CONNECTIONS

9.1 It is the intent of these specifications that branch connections to buildings be reopened without excavation, utilizing a remote-controlled cutting device, monitored by a video TV camera. The Contractor shall certify he has a minimum of 2 complete working cutters plus spare key components on the site before each inversion. Unless otherwise directed by the owner or his authorized representative, all laterals will be reinstated. No additional payment will be made for

excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

10. INSPECTION

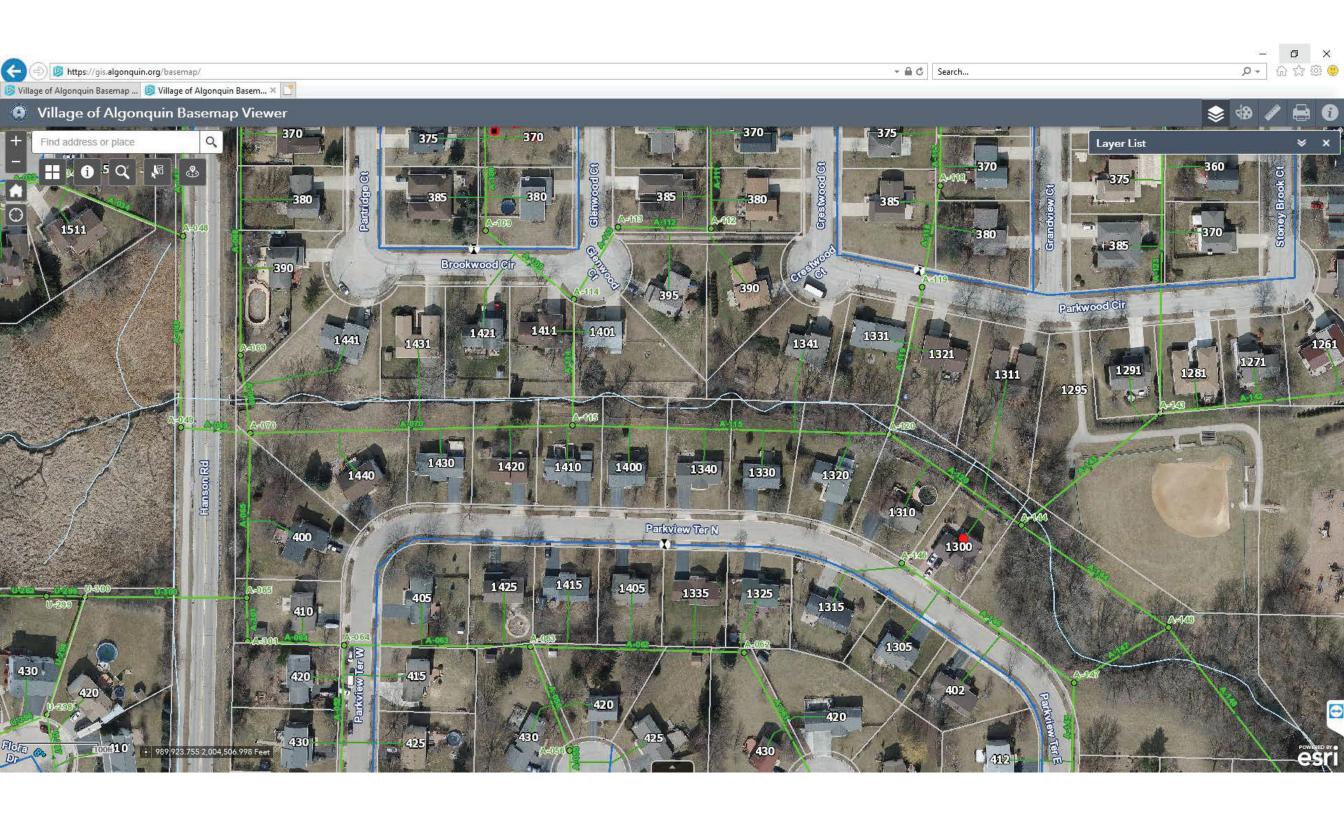
- 10.1 For each work order released, one CIPP sample for each diameter shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM.
- 10.2 Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the design thickness as calculated in paragraph 5.6 of this document.
- 10.3 Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

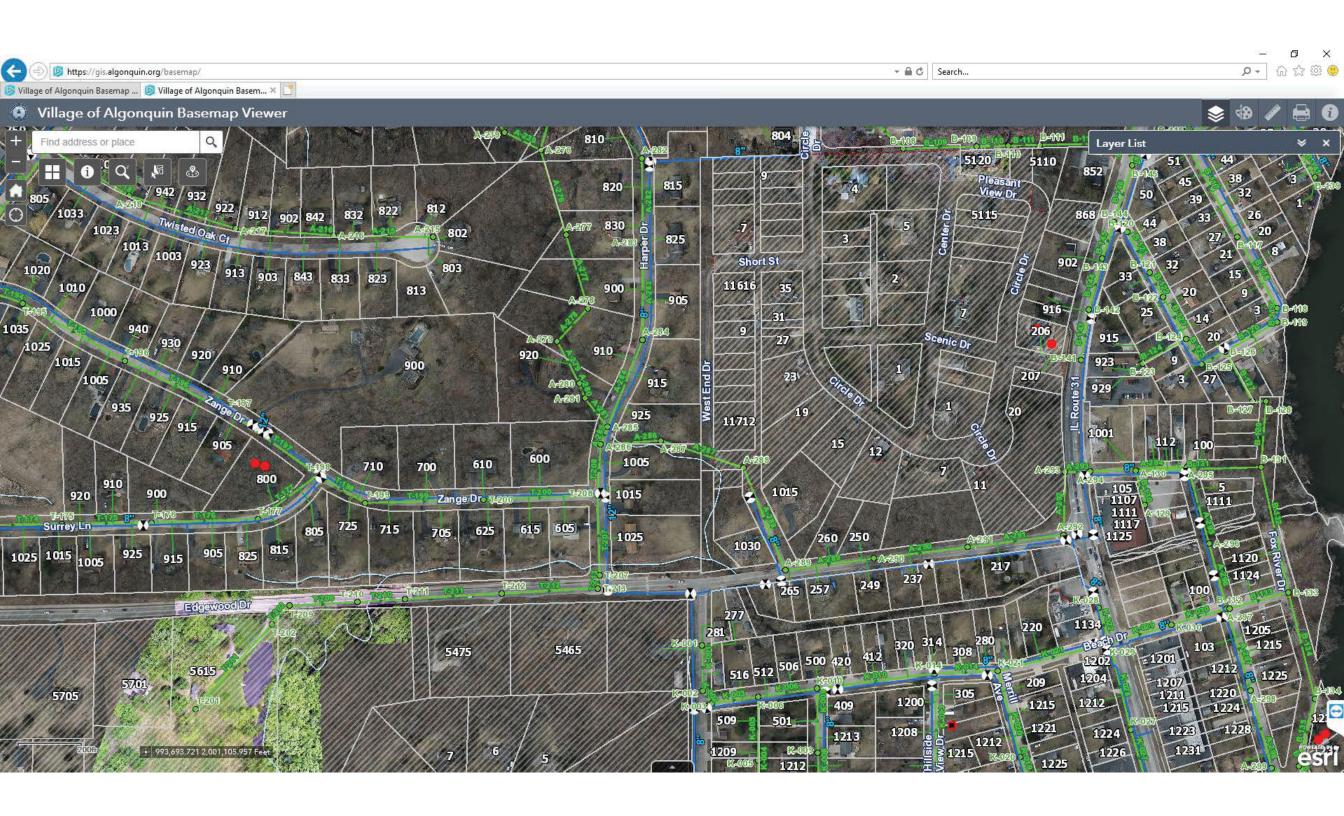
11. CLEAN-UP

11.1 Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

12. PAYMENT

12.1 Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period.







VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

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

DATE: January 26, 2021

TO: Tim Schloneger, Village Manager

COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: Terrace Hill Rehabilitation Project- Request for Amendment- Phase 3

Construction Engineering Agreement

Attached is a proposed Amendment to the Terrace Hill Rehabilitation Work Order for Phase 3 Engineering Services with CBBEL. For background purposes, the Phase 3 (Construction Observation) portion of the agreement was approved by the Village in February 2019 as part of a Design amendment when the Village added more areas/scope to the project. Since that time, there have been two additional Design Amendments as this project has grown in scope from the original concept. The project was bid one year later in January 2020. While additional construction work was added after February 2019, there were no amendments to the Phase 3/Construction Oversight portion of the Agreement.

The actual construction bid price that was approved by the Village Board for Plote Construction was approximately \$5.5 million. CBBEL's original Phase 3 fee from February 2019 was 4.1% of that construction bid amount. CBBEL is requesting an additional \$85,000 to carry the construction observation/inspection through the end of the project. With this amendment, CBBEL's fee will be 5.6% of the original construction bid amount. These percentages are well under the 8-10% that is a typical percentage for construction observation.

It also should be noted that CBBEL is holding to the hourly rates from the original 2019 Agreement which reflect 2009 rates (\$121/hr.), not the new amended rates from January 2020 (\$145/hr.).

Public Works staff has reviewed this request with CBBEL and feels that the amendment is appropriate. Therefore, staff requests approval by the Committee of the Whole. Sufficient funding is available in the Street Improvement budget for FYE 2021 and the proposed FYE 2022 budget.

Please advise if you have any questions.

Consulting Engineering Master Agreement Work Order Form

I. Incorporation of Master Agreement

All terms and conditions contained within the Village Engineer Master Agreement executed between the parties shall be applicable to the work to be performed under this Work Order and shall be deemed to be fully incorporated as if fully set forth herein.

II. Scope of Services

A. Phase III Engineering

CBBEL will continue to provide the construction observation services per Tasks checked in the RFP and as detailed below:

Level 1 Services – Construction Observation

1A. Contract Management

- Review of Bidding/Contract Documents and Engineering Drawings; Advise the Village of potential conflicts or problems, so that solutions can be developed prior to construction.
- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Review the Inspector's Checklists for contract line items including Erosion Control, Hot-Mix Asphalt, Storm Sewers, Earth Excavation and Embankment.
- Provide information to the Village so you can update your website with construction updates.
- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
- Shop Drawings and Contractor Submittals:
 Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
- Develop and ensure completion of "Punch List".

- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit the job box to Village with all pertinent project information.

1B. Project Observation & Meetings

- Full-Time Construction Observation of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Enforcement of Storm-water Pollution Prevention Plan (SWPPP) to ensure compliance with IEPA NPDES Permit.

1C. Project Documentation

- CBBEL follows all VILLAGE guidelines and procedures for Construction Engineering.
- Inspector shall keep a detailed record of the construction events on the assigned project. Fill out and submit the Village of Algonquin Daily

- Inspection report on a weekly basis on Monday's no later than 12PM. (Attachment E)
- Inspect traffic control devices weekly, with a night inspection bi-weekly. Fill out and submit the Village of Algonquin Traffic Control Device report within 24 hours of inspection. (Attachment F)
- Inspect erosion control measures weekly or after rainfalls of ½" or greater. Fill out and submit the Village of Algonquin Erosion Control report within 24 hours of inspection. (Attachment G)
- Inspect and report, using appropriate Village of Algonquin electronic form(s), on any of the following performance tests within 24 hours of inspection:
 - Sanitary Line Air Test
 - o Sanitary Line Mandrel Test
 - o Sanitary Manhole Vacuum Test
 - o Watermain Pressure Test
 - Sub-base Proof Roll Test
 - Parking Lot
 - Roadway
 - Bike Path
 - Base Proof Roll Test
 - Parking Lot
 - Roadway
 - Bike Path
- Inspect and report the final condition of the installed assets. When instructed by the Village of Algonquin Project Manager, inspector shall perform an inspection on the project areas that may include:
 - Utility Walk Through
 - Hardscape Walk Through
 - Pavements (Roads, Parking Lots, Bike Paths)
 - Walkways & Aprons
 - Curb & Gutter
 - Signage & Pavement Markings
 - Softscape Walk Through
 - Turf
 - Planter Beds (including perennial plants)
 - Woody Plants (shrubs, evergreens, trees)
- Upon request of the Village of Algonquin, the inspector shall review and provide comment on contractor pay application submittals (max 6).
- Deliverables include: Daily Inspection Reports, Traffic Control Reports, Erosion Control Reports, Performance Test Reports, Punchlist Report, Pay Application Verification

1D. Additional Services

Any additional services required by Rubino Engineering, Inc. and/or Applied Ecological services will be coordinated through CBBEL. Fees for these possible additional services is included in the fee below.

III. FEE SUMMARY

Engineer IV	702 hrs x \$121/hr = Not to exceed fee		
VILLAGE OF	ALGONQUIN		
Accepted by:			
Title:			
Date:			
CHRISTOPHI	ER B. BURKE ENGINEERI	NG, LTD.	
Accepted by:_	MM		
Title:	President		
Date: 1/2	20/2021		

N:\PROPOSALS\ADMIN\2021\Algonquin Terrace Hill Phase III Services\Algonquin Terrace Hill Amendment 4.011921.docx

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES

	Charges
<u>Personnel</u>	(\$/Hr)
Principal	.210
Engineer VI	.184
Engineer V	
Engineer IV	
Engineer III	
Engineer I/II	
Survey V	
Survey IV	.115
Survey III	.110
Survey II	. 86
Survey I	. 67
Resource Planner V	.102
Resource Planner IV	. 97
Resource Planner III	. 88
Resource Planner II	
Engineering Technician IV	.115
Engineering Technician III	. 95
Engineering Technician I/II	. 87
CAD Manager	
Assistant CAD Manager	.115
CAD II	.112
CAD I	
GIS Specialist III	.107
GIS Specialist I/II	
Environmental Resource Specialist V	.133
Environmental Resource Specialist IV	.121
Environmental Resource Specialist III	.102
Environmental Resource Specialist II	
Environmental Resource Technician	. 78
Administrative	. 79
Engineering Intern	. 46
Survey Intern	
Information Technician III	. 84
Information Technician I/II	54