

**Village of Algonquin
Village Board Meeting
December 5, 2023
7:30 p.m.
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

1. CALL TO ORDER

2. ROLL CALL – ESTABLISH A QUORUM

3. PLEDGE TO FLAG

4. ADOPT AGENDA

5. AUDIENCE PARTICIPATION

(Persons wishing to address the Board, must register with the Village Clerk prior to call to order.)

6. CONSENT AGENDA/APPROVAL:

All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a voice vote.

A. APPROVE MEETING MINUTES

(1) Village Board Meeting Held November 21, 2023

(2) Committee of the Whole Meeting Held November 21, 2023

7. OMNIBUS AGENDA/APPROVAL:

The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote. (Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)

A. PASS ORDINANCES:

(1) Pass an Ordinance Issuing a Special Use Permit to Operate a Minor Motor Vehicle Repair Facility on Lot 2 of the East Algonquin Subdivision (1500 E. Algonquin Road)

B. ADOPT RESOLUTIONS:

(1) Adopt a Resolution Accepting and Approving an Amended Intergovernmental Agreement with SEECOM for Emergency Communication Services

(2) Adopt a Resolution Accepting and Approving an Agreement with Trotter & Associates for the Final Design of Biosolids Handling Equipment Replacement in the Amount of \$239,400.00

(3) Adopt a Resolution Accepting and Approving an Agreement with Martam Construction for the Demolition of the Existing Drive Through and Underground Tunnel at 221 S. Main Street in the Amount of \$85,900.00

8. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA

9. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER

A. List of Bills Dated December 5, 2023 totaling \$2,199,668.89

10. COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

B. GENERAL ADMINISTRATION

C. PUBLIC WORKS & SAFETY

11. VILLAGE CLERK'S REPORT

12. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED

13. CORRESPONDENCE

14. OLD BUSINESS

15. EXECUTIVE SESSION: If required

16. NEW BUSINESS

A. Pass a Resolution Approving the Local Match for the North Main Street Reconstruction Through the McHenry County Council of Mayors Surface Transportation Program with the Estimated Amount to be \$2,553,500.00

B. Pass a Resolution Accepting and Approving an Agreement with Christopher Burke Engineering for the Final Design Engineering Services for the North Main Street Reconstruction in the Amount of \$316,239.00

17. ADJOURNMENT



MINUTES OF THE REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF NOVEMBER 21, 2023
HELD IN THE VILLAGE BOARD ROOM

CALL TO ORDER AND ROLL CALL: Village President Debby Sosine, called the meeting to order at 7:30 P.M. with Village Clerk, Fred Martin, calling the roll.

Trustees Present: Jerry Glogowski, Maggie Auger, Laura Brehmer, Bob Smith, Brian Dianis, John Spella and Village President Debby Sosine

Staff in Attendance: Tim Schloneger, Village Manager; Michael Kumbera, Deputy Village Manager; Amanda Lichtenberger, Deputy CFO; Nadim Badran, Public Works Director; Ryan Markham, Deputy Police Chief; Jason Shallcross, Community Development Director; and Kelly Cahill, Village Attorney.

PLEDGE TO FLAG: Clerk Martin led all present in the Pledge of Allegiance.

ADOPT AGENDA: Moved by Smith, seconded by Glogowski to adopt tonight's agenda moving item 16 Executive Session after item 17.
Voice vote; ayes carried

AUDIENCE PARTICIPATION:

Christie Gabriel, is looking for direction in replacing the Gaslight North subdivision sign, and was directed to Community Development, also expressed storm water concerns on Surry and was directed to Public Works.

VILLAGE OF ALGONQUIN PROCLAIMS NOVEMBER 25, 2023 AS SMALL BUSINESS SATURDAY

Clerk Martin read the proclamation into the record

CONSENT AGENDA: The Items under the Consent Agenda are considered to be routine in nature and may be approved by one motion with a roll call vote.

A. APPROVE MEETING MINUTES

- (1) Village Board Meeting Held November 7, 2023
- (2) Committee of the Whole Meeting Held November 14, 2023

B. APPROVE VILLAGE MANAGER'S REPORT FOR OCTOBER 2023

Moved by Spella, seconded by Auger to approve the Consent Agenda.

Voice vote; ayes carried

OMNIBUS AGENDA: The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.

(Following approval, the Village Clerk numbers all Ordinances and Resolutions in order)

A. PASS ORDINANCES:

- (1) Pass an Ordinance **(2023-O-51)** Declaring Certain Vehicles as Surplus

B. ADOPT RESOLUTIONS:

- (1) Pass a Resolution **(2023-R-104)** Accepting the Municipal Compliance Report for the Algonquin Police Pension Fund Year Ending April 30, 2023
- (2) Pass a Resolution **(2023-R-105)** Accepting the Actuarial Fund Report for the Algonquin Police Pension fund for the Contribution Year May1, 2023 to April 30, 2024
- (3) Pass a Resolution **(2023-R-106)** Determining the amount of Funds to be Levied for the 2023 Tax Year through Real Estate Taxed for the Village of Algonquin, Kane and McHenry Counties, Illinois
- (4) Pass a Resolution **(2023-R-107)** Accepting and Approving an Agreement with Trotter & Associates for the Design of the Algonquin Shores Lift Station Pressurized Main Upgrade in the Amount of \$41,600.00
- (5) Pass a Resolution **(2023-R-108)** Accepting and Approving the Increase of the Fee in Lieu for Wetland Mitigation from \$69,000.00/acre to \$100,000.00/acre

Moved by Brehmer seconded by Smith to approve the Omnibus Agenda

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith

Motion carried; 6-ayes, 0-nays

DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA:

None

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills and payroll expenses for payment in the amount of \$2,761,802.50

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith

Motion carried; 6-ayes, 0-nays

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	735,793.47
02	CEMETER	12,262.69
03	MFT	364,504.06
04	STREET IMPROVEMENT	382,598.54
05	SWIMMING POOL	17,137.46
06	PARK IMPROVEMENT	77,764.16
07	WATER & SEWER	148,261.99
12	WATER & SEWER IMPROVEMENT	190,120.23
24	VILLAGE CONSTRUCTION	48,200.00
26	NATURAL AREA & DRAINAGE IMPROV	139,121.57
28	BUILDING MAINT. SERVICE	26,849.74
29	VEHICLE MAINT. SERVICE	48,615.95
TOTAL ALL FUNDS		2,191,229.86

COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

None

B. GENERAL ADMINISTRATION

None

C. PUBLIC WORKS & SAFETY

None

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

Wished everyone a Happy Thanksgiving.

COMMUNITY DEVELOPMENT:

Mr. Shallcross:

Reminded everyone of the ribbon cutting ceremonies next Tuesday for Portillos and Coopers Hawk.

POLICE DEPARTMENT:

Deputy Chief Markham:

1. The Chief and Deputy Chief traveled to Decatur to visit our two members attending the academy, graduation is December 22.
2. The Department is in the process of hiring two additional officers.

PUBLIC WORKS:

Mr. Badran:

Noted the Village has been recognized with two national awards.

CORRESPONDENCE:

None

OLD BUSINESS:

None

NEW BUSINESS:

A. Presentation and Motion to Accept the following reports for the Fiscal Year Ended April 30, 2023:

- Comprehensive Annual Financial Report
- Auditor's Communication to the Board of Trustees
- Management Letter
- Report on Supplementary Information and Report on Management's Assertion of Compliance with Public Act 85-1142

Moved by Auger seconded by Glogowski to accept the Comprehensive Annual Financial Report, Auditor's Communication to the Board of Trustees, Management Letter and Report on Supplementary Information and Report on Management's Assertion of Compliance with Public Act 85-1142

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith

Motion carried; 6-ayes, 0-nays

EXECUTIVE SESSION:

Motion by Smith seconded by Brehmer to move to Executive Session for the purpose of property acquisition at 7:58 P.M.

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith

Motion carried; 6-ayes, 0-nays

Motion by Smith seconded by Glogowski to reconvene the Village Board Meeting at 9:10 P.M.
Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith
Motion carried; 6-ayes, 0-nays

President Sosine stated there was no action taken from the Executive Session

ADJOURNMENT: There being no further business, it was moved by Spella, seconded by Auger to adjourn the Village Board Meeting.

Voice vote; all voting aye

The meeting was adjourned at 9:16 pm.

Submitted:

Approved this 5th day of December, 2023

Village Clerk, Fred Martin

Village President, Debby Sosine



Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On November 21, 2023
Village Board Room
2200 Harnish Dr. Algonquin, IL

Trustee Smith, Chairperson, called the Committee of the Whole meeting to order at 9:16 p.m.

AGENDA ITEM 1: Roll Call to Establish a Quorum

Present: Trustees, Jerry Glogowski, John Spella, Laura Brehmer, Maggie Auger, Brian Dianis, Bob Smith, President, Debby Sosine and Clerk, Fred Martin.

A quorum was established

Staff in Attendance: Tim Schloneger, Village Manager; Jason Shallcross, Community Development Director; Nadim Badran, Public Works Director; Ryan Markham, Deputy Police Chief; and Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Public Comment

None

AGENDA ITEM 3: Community Development

Mr. Shallcross:

A. Consider a Special Use Permit for Moes Motor Sports to Operate a Minor Vehicle Repair Facility at 1500 E. Algonquin Road

Afzal Lokhandwala, the "Petitioner" representing Moes Motor Sport, submitted a Development Petition requesting a Special Use Permit to operate a minor motor vehicle repair facility at 1500 East Algonquin Road. To operate a minor motor vehicle repair facility in the Village, a Special Use Permit is required to be issued by the Village Board. The building has been vacant for at least six (6) months and therefore the issuance of a new Special Use Permit is required.

The Planning and Zoning Commission reviewed the request for a Special Use Permit at the November 13, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted (approved 7-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2023-22 and subject to staff's recommended conditions. One person from the public, an owner of the adjacent residential parcel, spoke in favor of the issuance of the Special Use Permit and was glad to see the property being used again.

Staff recommends approval of the issuance of a Special Use Permit to allow a minor motor vehicle repair facility on Lot 2 of the East Algonquin Subdivision, 1500 East Algonquin Road, as outlined in the staff report for case PZ-2023-22, subject to the following conditions:

- a. Reasonable effort shall be made to keep service doors closed at all times except when a vehicle is entering or exiting the building, or when determined by management that the doors should remain open for extraordinary reasons;
- b. Outside displays, sales, and storage shall be prohibited at all times. The storage of tires, parts, fluids, or any materials, goods, or waste products of any kind shall only occur inside of the building. All automobile fluids, including oil, grease, and antifreeze must be stored and disposed of in accordance with all applicable regulations;
- c. No inoperable or disassembled vehicle may be stored outside at any time and all work conducted on vehicles must occur indoors;
- d. Employees shall refrain from using vehicle horns except in an emergency. Exterior loudspeakers shall be prohibited except for security and/or emergency purposes.

It is the consensus of the Committee to move this on to the Village Board for approval.

AGENDA ITEM 4: General Administration

Mr. Schloneger:

A. Consider a Restated and Amended Intergovernmental Agreement with SEECOM for Emergency Communication Services

Southeast Emergency Communications (SEECOM) was formed in 2003 as an intergovernmental agency by the City of Crystal Lake, Village of Algonquin, and Village of Cary (the "Founding Members"). The formation of

SEECOM was established through an intergovernmental agreement (“IGA”) entered into between the Founding Members. In addition to establishing the organizational and operational rules for SEECOM, the IGA also addressed the methodology for funding of the operations of SEECOM as well as the terms under which a Founding Member’s participation in SEECOM could be terminated, by either expiration of the agreement, voluntary termination, or default by a member. Also in 2003, the Founding Members entered into a Lease Agreement by which SEECOM would lease a portion of the Crystal Lake Municipal Complex for its operations. Changes in the actual operation of SEECOM over the years have made portions of the IGA either no longer relevant or not reflective of actual practices. Consequently, a draft amendment to the IGA has been prepared for your consideration. The amended IGA will have a term of 20 years and be subject to five (5) year successive renewal terms.

The expansion of SEECOM over the years by inclusion of contracting units of local government to be served by SEECOM and the evolution of new technology have led to expansion and changes to the space occupied by SEECOM. These modifications have largely been addressed through either lease amendments or memoranda of understanding. To address these developments and create a single document to memorialize the leasing arrangement between SEECOM and Crystal Lake a revised Lease Agreement has also been prepared for your review and consideration. The principal modifications to the 2003 IGA and the 2003 Lease Agreement are highlighted and discussed below.

- Method of Calculation of Costs—Section 10 At the time that the 2003 Agreement was entered into, SEECOM primarily served only its three Founding Members. Since that time, SEECOM has contracted with several additional units of local government to provide emergency communication/dispatch services. These contracts are generally based upon either an agreed upon rate per call for service (CFS) or a flat annual fee. In most cases, the contracting parties are also required to pay an “annual assessment” for transfer to SEECOM’s Capital Equipment Fund (currently \$1,154).

The 2003 agreement provided for the Founding Members to share the “cost of operating SEECOM” by taking the total operational costs of SEECOM, reducing those costs by anticipated revenues to be derived from any contracted services that SEECOM provided and then dividing the remaining cost among the Founding Members based upon each party’s proportional share of the total calls for service handled by SEECOM. In other words, the three Founding Members were not assessed a call for service fee.

It is unclear how long this methodology was utilized but at some point, in time, this practice was modified to provide that each of the Founding Members would pay on a call for service basis. This methodology is based upon an annual operational budget being prepared by the Executive Director and submitted for approval by the Executive Board. The annual budget takes into account the revenues from contracted agencies and other funding (ETSB grants, etc.) as well as anticipated capital expenditures and reserves. The Executive Board would then establish a CFS rate to be charged to each of the Founding Members and the projected revenue to be received would be factored into the operating budget.

Paragraph 10 of the agreement eliminates the original formula for cost sharing established in the original IGA and memorializes the methodology which has actually been in place for a number of years.

- Contributions for Capital Expenditures/Operating Costs—Section 12 Although the annual budget contemplates anticipated capital expenditures and operating costs, as well as the establishment of reserves, it is possible that actual revenues may not be sufficient to cover unanticipated capital expenditures or operating costs. Section 12 has been drafted to provide that in such an event, the Founding Members would provide for any shortfall based upon a formula that takes the actual capital costs/operating costs shortfall and multiplied that number by the each of the Founding Members’ proportional share of the combined total number of calls for services received from all of the Founding Members respective jurisdictions.
- Term and Termination of Membership—Section 19 The original IGA contemplated certain obligations of the Founding Members relating to initial capital expenditures and how those obligations would be addressed in the event that a Founding Member’s membership was voluntarily or involuntarily terminated. As those initial expenditures and obligations relating to those expenditures (including the issuance of bonds) have long been resolved, Section 19 has been modified to eliminate some of these provisions.

The original IGA also had an initial term of 15 years, with automatic five-year extensions thereafter. The amended IGA has a term of 20 years and also includes automatic five-year extensions.

The amended IGA provides that a Founding Member may terminate their membership upon 24 months’ written notice to the other Founding Members. It adds the condition, however, that such termination may not take place prior to the 10th anniversary of the effective date of the amended IGA. It also provides that any party that terminates remains liable for any capital contribution and/or operating costs obligations under Section 12. With respect to a party that is terminated due to a default under the agreement, the amended IGA requires that the defaulting party remains responsible for not only its obligations under Section 12 but that it will also be responsible for the anticipated revenue that would have been derived for a period of 24 months following the effective date of the termination. This calculation would be based upon the anticipated revenue to be derived from the terminated party during the Fiscal Year of termination. This provision essentially puts the defaulted

member in the same position as a voluntarily terminating member that is required to provide 24 months' notice prior to termination.

SEECOM thoroughly reviewed the updated Intergovernmental Agreement internally and with our legal staff prior to presenting it to the SEECOM Executive Board on November 9, 2023.

After review and discussion with the SEECOM Executive Board during that meeting, it was unanimously recommended that the Village of Algonquin, Village of Cary and City of Crystal Lake move to approve the updated Intergovernmental Agreement. Once all three entities have completed that process, SEECOM will place it back on the agenda for final approval.

It is the consensus of the Committee to move this on to the Village Board for approval.

AGENDA ITEM 5: Public Works & Safety

Mr. Badran:

A. Consider an Agreement with Trotter & Associates for the Final Design of Biosolids Handling Equipment Replacement

Presented is a proposal to complete the final design of the Biosolids Handling Equipment Replacement at the Wastewater Treatment Plant with Trotter & Associates (TAI). The Village of Algonquin 2014 Wastewater Facility Plan identified major deficiencies in the VOA Wastewater Treatment Facility's biosolids handling processes – aerobic digestion, anaerobic digestion, waste-activated sludge thickening, and sludge dewatering. The recently completed Phase 6B improvements addressed all the deficiencies except the sludge dewatering.

The WWTP uses a belt filter press to dewater digested sludge prior to being stored in the dewatered sludge storage building and contracts hauling services off-site for land application. The facility operates one belt filter press installed in 2002 and has a 15-20 year service life. It is a critical piece of equipment for the solids handling process but lacks redundancy. The equipment is in poor condition and requires replacement.

The Village contracted TAI in 2021 to complete the conceptual and preliminary design phases of the Biosolids Handling project and asked for all possible alternatives. After several site visits and meetings with Public Works staff, three alternatives were presented.

- Replacement of the existing belt filter press with two centrifuges – **preferred option**
- Replacement of the existing belt filter press and contract dewatering for redundancy
- Rehabilitation of the existing belt filter press with contract dewatering for redundancy

The preferred option to replace the belt filter press with the two centrifuges produces a drier product, reducing the volume of product for haul-off/disposal. The use of centrifuges will reduce disposal costs by about 30% for the 20-year life of the centrifuges.

Additionally, the centrifuge alternative produces a fully redundant unit. Redundancy is not an option for either filter press alternative without additional costs to contract dewatering.

Without redundancy, impacts to the primary and final clarifiers will likely occur, increasing future maintenance costs.

TAI's proposal for final design is \$239,400, which is about 7.7% of this project's proposed construction and installation costs. \$160,000 is budgeted in the Water & Sewer fund for FY 23/24 for this project. Staff will request to budget the remaining \$79,400 next fiscal year to complete the design. Based on the timeline from TAI, the design is expected to wrap up in the summer of 2024. Staff is confident that there will be sufficient funds to complete this project.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the proposal with Trotter & Associates, Inc. to the Village Board in the amount of \$239,400 for approval.

It is the consensus of the Committee to move this on to the Village Board for approval.

B. Consider an Agreement with Martam Construction for the Demolition of the Existing Drive Through and Underground Tunnel at 221 S. Main Street

In preparation for the redevelopment of the former Algonquin State Bank site at 221 S. Main Street, Public Works staff contacted prospective contractors to demolish the existing bank drive-through, parking lot, and underground tunnel. The scope of the demolition was to preserve the existing building structure and basement to be redeveloped for future use.

In July, six prospective contractors were contacted to provide a cost proposal. Two interested contractors were contacted for more information, but the Village received zero proposals. Staff contacted each contractor to find out why the lack of bids occurred. Most contractors highlighted the challenge of sealing the tunnel from the basement and disconnecting the existing utilities.

Staff revised the proposal requirements, requesting the interested contractor propose disconnecting utilities and sealing the basement from the tunnel rather than providing specific directions. This approach yielded two contract proposals listed below and a third contractor that elected not to submit.

- Alpine Demolition Services - \$114,500
- Martam Construction, Inc. - \$85,900
- Omega III, LLC – Elected not to submit proposal

Given the lack of interest in this demolition and the prior positive experience with Martam Construction, staff recommends moving forward with Martam's proposal of \$85,900 to demolish the bank drive-through, parking lot, and underground tunnel.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the proposal with Martam Construction to the Village Board in the amount of \$85,900.00 for approval.

It is the consensus of the Committee to move this on to the Village Board for approval.

AGENDA ITEM 6: Executive Session
None

AGENDA ITEM 7: Other Business
None

AGENDA ITEM 8: Adjournment
There being no further business, Chairperson Smith adjourned the meeting at 9:29 p.m.

Submitted: _____
Fred Martin, Village Clerk

ORDINANCE NO. 2023 – O - _____

AN ORDINANCE ISSUING A SPECIAL USE PERMIT TO ALLOW A MINOR MOTOR VEHICLE REPAIR FACILITY ON LOT 2 OF THE EAST ALGONQUIN SUBDIVISION (1500 EAST ALGONQUIN ROAD)

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

WHEREAS, a petition was submitted to the Village of Algonquin by Afzal Lokhandwala, tenant, and Mahen Oza of Newland Management, LLC, current owner of record of all land within the territory described, to issue a Special Use Permit to allow a minor motor vehicle repair facility, on certain territory legally described as follows:

LOT 2 IN EAST ALGONQUIN, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 5, 1992 AS DOCUMENT 92R6046, IN MCHENRY COUNTY, ILLINOIS.

Commonly known as 1500 East Algonquin Road, in McHenry County, Illinois (the “Subject Property”); and

WHEREAS, the Planning and Zoning Commission reviewed the request at a public hearing on November 13, 2023, after due notice in the manner provided by law; and

WHEREAS, the Planning and Zoning Commission, after deliberation, accepted the findings of fact outlined in the staff report for Case No. PZ-2023-22 and recommended issuance of a Special Use Permit for a minor motor vehicle repair facility on the Subject Property; and

WHEREAS, the Village Board has considered the findings of fact, based upon the evidence presented at the public hearing and presented to the Planning and Zoning Commission by the petitioners.

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

SECTION 1: A Special Use Permit to allow a minor motor vehicle repair facility on the Subject Property, which consists of the following conditions, is hereby issued:

- A. Reasonable effort shall be made to keep service doors closed at all times except when a vehicle is entering or exiting the building, or when determined by management that the doors should remain open for extraordinary reasons;
- B. Outside displays, sales, and storage shall be prohibited at all times. The storage of tires, parts, fluids, or any materials, goods, or waste products of any kind shall only occur inside of the building. All automobile fluids, including oil, grease, and antifreeze must be stored and disposed of in accordance with all applicable regulations;

- C. No inoperable or disassembled vehicle may be stored outside at any time and all work conducted on vehicles must occur indoors;
- D. Employees shall refrain from using vehicle horns except in an emergency. Exterior loudspeakers shall be prohibited except for security and/or emergency purposes.

SECTION 2: That all requirements set forth in the Algonquin Zoning Ordinance, as would be required by any owner of property zoned in the same manner as the Subject Property, shall be complied with, except as otherwise provided in the Ordinance.

SECTION 3: The findings of fact on the petition to issue the Special Use Permit on the Subject Property are hereby accepted.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

 Village President Debby Sosine

(SEAL)

ATTEST: _____
 Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____



2023 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Amended Intergovernmental agreement between the Village of Algonquin and SEECOM for Emergency Communication Services, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

2023 LEASE AGREEMENT

Agreement of Lease (the "Lease"), made as of this ____ day of _____ 2023, between the CITY OF CRYSTAL LAKE, an Illinois municipal corporation, 100 W. Woodstock Street, Crystal Lake, Illinois 60014 (hereinafter referred to as "Lessor") and SOUTHEAST EMERGENCY COMMUNICATION, an association of local governments comprised of the Village of Algonquin, Village of Cary and City of Crystal Lake (SEECOM), (hereinafter referred to as "Lessee"), the terms "Lessor" and "Lessee" to include their successors and assigns wherever the context so requires or permits.

I

DESCRIPTION OF PROPERTY

In consideration of the mutual covenants contained herein, Lessor hereby leases to Lessee, and the Lessee hereby leases from the Lessor that portion of the property (defined below) commonly known as 100 W. Woodstock Street, Crystal Lake, Illinois (the "Property"): The space for use by SEECOM shall include (collectively, the "Leased Premises"):

- 8,845 square feet of area located in the basement of the City of Crystal Lake City Hall located at the Property as depicted in Exhibit A.
- 2,127 square feet of land located at the Property as depicted in Exhibit B which space shall be used for a communications tower, equipment building, power generator, and access road.
- Area for mounting of a SEECOM roof-mounted, omnidirectional, RF antenna and support cabling at the Property as depicted in Exhibit C, subject to the terms of the Memorandum of Understanding attached to said Exhibit C.
- Also include land area adjacent to the Property for the outdoor housing of heating and cooling equipment and generators for use by SEECOM as depicted in Exhibit D.
- Area located on the roof of the City Hall building (as depicted in Exhibit E) to allow for the installation of a Verizon Wireless BDA antennae to enhance mission critical services within the SEECOM server room, providing back up of the SEECOM/Crystal Lake Outdoor Warning Sirens and the ETSB Text to/from 9-1-1

- SEECOM shall also be entitled to a proportionate amount of parking spaces (approximately 30 spaces) as may be available on the City Hall Site as designated from time to time by the City Manager or his designee (the “Associated Parking”). Ingress to and egress from the Leased Premises shall be as may be designated from time to time by the City Manager or his designee.

II.

TERM OF LEASE AND RENT

Subject to paragraph XII (or V and VI) hereof, the term of this Lease shall be for ~~fifteen~~ ~~(15) years~~ a period of twenty (20) years commencing on 2023 (the “Commencement Date”) and ending on April 30, 2042. The period of May 1 through April 30 shall be a “Lease Year” for purposes of this Lease. Rent for each Lease year shall be due in quarterly installments with the first quarterly installment being due on May 1 of the Lease Year, the second installment being due on August 1 of the Lease Year; the third installment being due on November 1 of the Lease Year, and the fourth installment being due on February 1 of the Lease Year. During the Term of this Lease, Lessee shall pay rent for each Lease Year as follows: 1) During the first Lease Year the Lessee shall pay the sum of \$15,000 (hereinafter, the “Base Rent”). For each Lease Year subsequent to the first Lease Year, the Base Rent shall be increased annually effective as of each anniversary of the Commencement Date, by an amount equal to three percent (3%) over the prior year’s Base Rent. Lessor may impose and Lessee agrees to pay a late charge not exceeding ten percent (10%) of any lease payment which is paid more than thirty (30) days beyond the payment due date and which Lessor elects to accept.

The Base Rent shall be absolutely net to Lessor so that every item of expense of every kind related to the Leased Premises shall be incurred and paid by Lessee and to the extent such expenses are first paid by the Lessor, Lessee shall reimburse Lessor for all such incurred and paid expenses as “Additional Rent,” unless expressly otherwise provided in this Lease. By way of example only and not as a limitation to the scope of expenses that will qualify as Additional Rent, Lessee shall be required

to pay for (or reimburse Lessor for) all expenses connected with maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Leased Premises. Additional Rent shall also include any real estate taxes assessed against the Leased Premises (or a pro rata allocation of any taxes assessed against the Lessor's property). The Lessor's property is currently exempt from real estate taxes by reason of its municipal use. The Lessor and Lessee agree to cooperate in filing any exemption requests required by the taxing authority of the County of McHenry and State of Illinois to obtain or maintain an exemption of the Lessor's property and the Leased Premises. Additional Rents shall be due from Lessee to Lessor within 30 days after Lessor issues to Lessee an invoice therefor. (For purposes of this Lease, the term "Rent" shall mean both the Base Rent and any items within the scope of Additional Rent, both as hereinabove defined.)

III

LESSEE'S COVENANTS

The Lessee agrees:

- (a) That it will pay the Rent and Additional Rent at the times and in the manner aforesaid.

Without in any manner limiting the meaning of Additional Rent as described above, it is understood and agreed that the Lessee's obligations to pay Additional Rent shall include the obligation to pay to the City fifteen percent (15%) of the City's cost for contractual janitorial services incurred by the City in relation to City Hall, which janitorial services shall include the Leased Premises.

(b) Lessee agrees that it will deposit with the Lessor on the day each installment payment is due, a sum (herein referred to as "funds") equal to one-twelfth (1/12) of their proportionate share of any real estate taxes assessed against the premises by reason of this Lease which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Lessor hereunder, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each

becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Lease.

If the amount of the funds together with the future monthly deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due, such excess shall be applied first to cure any breach in the performance of the Lessee's covenants or agreements hereunder of which Lessor has given written notice to Lessee and second, at Lessor's option, as a cash refund to Lessee or a credit toward Lessee's future obligations hereunder. If the amount of the funds held by Lessor shall not be sufficient to pay all such charges as herein provided (being 90% of such charges for the entire Property of which the Leased Premises comprise a portion), Lessee shall pay to Lessor any amount necessary to make up the deficiency in such proportionate share within thirty (30) days from the date notice is mailed by Lessor to Lessee requesting payment thereof.

Lessor may not charge for so holding and applying the funds, analyzing said account or verifying and compiling said assessments and bills, nor shall Lessee be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Lease. Upon payment in full of all sums due hereunder, Lessor shall promptly refund to Lessee any funds so held by Lessor.

The Lessor will cooperate with the Lessee in the protest of substantial increases in the real estate taxes or assessed values in order to effect the lowest possible real estate taxes for the Property.

(c) That it will pay its proportionate share of all special assessments for improvements not yet completed.

(d) That it will carry, during the entire term or any extended term hereof, at its own cost and expense, public liability and casualty insurance in an amount reasonably approved by Lessor, insuring Lessee and Lessor (as an additional assured) against any covered liability that may accrue against them or either of them on account of any occurrences in or about the Leased Premises during the term or in consequence of Lessee's occupancy thereof and resulting in personal injury or death or property damage. Lessee shall furnish to Lessor certificates of all insurance and any cancellations of insurance required under this paragraph. Anything in this paragraph III or elsewhere in this Lease to the contrary notwithstanding, neither Lessee nor Lessee's insurers shall have any liability for any claims, demands or actions arising out of or in connection with any act or omission of Lessor or Lessor's employees, contractors, agents, licensees or invitees.

(e) That it will, during the entire term or any extended term hereof, at its own cost and expense, pay the cost of keeping the building improvements on the Leased Premises adequately insured in an amount reasonably approved by Lessor, in reliable companies against damages caused by fire and against other risks covered by standard extended coverage endorsements.

(f) That subject to paragraph IV hereof, it will at all times during the term or any extended term hereof, keep the Leased Premises with the appurtenances, fixtures, installations and equipment attached and related thereto, in good repair and condition as existed on the possession date of this Lease, ordinary wear and tear, fire and other casualty, and breach by Lessor hereunder excepted. Pursuant to paragraph IV hereof, the Lessor shall be responsible for the complete or substantially complete replacement of the roof and other portions of the exterior structure of the Property of which the Leased Premises are a part and certain portions of the systems servicing such Property, in the event it should become necessary.

(g) That it will indemnify, defend and hold harmless Lessor, Lessor's officers, officials, employees, contractors, agents, attorneys, licensees, invitees, successors, heirs and assigns, from and against any and all liabilities, losses, damages, claims and expenses (including, without limitation, reasonable attorneys' fees and costs) (collectively, "Claims") arising out of or in connection with any acts or omissions of Lessee or Lessee's employees, contractors, agents, licensees or invitees in or about the Property.

(h) That, if directly metered for the Leased Premises only, it will promptly pay all gas, electric light, water rates or charges and refuse removal which may become payable, with respect to the Leased Premises only, during the continuance of this Lease for gas, electric, light or water used on the Leased Premises.

(i) That it will not make any alterations or additions in or to the Leased Premises without the written consent of the Lessor. Lessor agrees that Lessee may cause to have installed directional signs within the City Hall Complex that are in keeping with signs installed by the Lessor for its own uses. Such signs and the location thereof shall be approved by the City Manager of Lessor.

(j) That except as otherwise provided herein, it will not assign, sublet or part with the possession of the whole or any part of the Leased Premises without first obtaining the written consent of the Lessor.

(k) That at the expiration of the said term, Lessee will peaceably yield up to the Lessor the premises and all improvements and additions made upon the same in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

(l) That no assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

(m) That it will keep the interior of the Leased Premises in good repair and shall make all necessary repairs and renewals upon the Leased Premises and shall replace broken globes, glass and fixtures with material of the same size and quality as that broken, provided if the Leased Premises shall not be kept in good repair, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of the Lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same in such condition of repair, and Lessee agrees to pay Lessor, as Additional Rent, the reasonable expenses of Lessor in replacing the premises in that condition.

(n) Lessee shall keep the interior of the Leased Premises in good repair and shall make all necessary repairs and renewals upon the Leased Premises including but not limited to all of the repair and maintenance of the HVAC, water, sewer and electrical systems within the Leased Premises which service the Leased Premises.

(o) Repair and Maintenance Responsibilities include the following:

LESSEE	LESSOR
Dome Camera	Sprinkler System
Air phone-push to talk	Fire Alarm
Dry Suppression Systems-Data Centers	Access Control (prox) Card System
Lighting	EM Lighting
Painting	HVAC-Administration
Flooring	Plumbing-Supply & Drains
HVAC-Data Center	Entry Doors- two hallway entry into SEECOM
Phones	IT Networking from PD
Plumbing fixtures	Elevators
Internal Doors & Locks	
Electrical	
Networking	
Appliances	
Radio Tower/Building	

(p) LESSEE may request that employees of the City of Crystal Lake (hereinafter, "Crystal Lake Personnel") provide maintenance and/or repair services to Lessee with respect to

any portion of the Leased Premises. Said request shall be made by the completion of a "Work Request" submitted to the Director of the Department of Public Works of the City of Crystal Lake (hereinafter, "Crystal Lake Public Works Director"). A Work Request, may include a request by Lessee that the City of Crystal Lake perform certain routine inspection and maintenance services with respect to certain specified equipment or systems within the Leased Premises, as may be specified in the Work Request (hereinafter an "Inspection/Maintenance Request"). Any such Inspection/Maintenance request shall include a requested schedule for inspections and/or maintenance and a scope of work related to such inspection and maintenance.

(q) Upon receipt of a Work Request, the Crystal Lake Public Works Director shall make a determination as to whether the City has appropriate equipment and personnel at its disposal to perform the maintenance and/or repair requested by Lessee pursuant to such Work Request and shall provide with a response to the Work Request in a timely manner.

(r) In response to each Work Request, the Crystal Lake Public Works Director shall either deny the Work Request or shall advise Lessee of the equipment and personnel that shall be made available to perform the work requested pursuant to the Work Request. Any Work Request approved by the Crystal Lake Public Works Director shall be identified as an "Approved Work Request". In the event that the Work Request include an Inspection/Maintenance Request, the Crystal Lake Public Works Director shall either approve the terms of the inspection/maintenance schedule and scope of work or shall deny the Inspection/Maintenance Request.

(s) Any Crystal Lake Personnel assigned by the Crystal Lake Public Works Director to perform the services requested pursuant to an Approved Work Request shall remain under the direction and control of the City of Crystal Lake while such employee is engaged in performing such services.

(t) The Crystal Lake Public Works Director shall maintain records of the number of hours expended by Crystal Lake Personnel in completing the maintenance or repair service requested pursuant to an Approved Work Request as well as the reasonable cost for the use of any equipment and/or materials and supplies related thereto.

(u) Following the completion of work performed pursuant to an Approved Work Request, the Crystal Lake Public Works Director shall deliver to Lessee an invoice reflecting the number of hours expended by the Crystal Lake Personnel in performing the services pursuant to the Approved Work Request as well as the City of Crystal Lake's labor costs related to such employee's services. The labor costs reflected in such invoices shall include all hourly wages paid by the City of Crystal Lake to such Crystal Lake Personnel for such services, as well as the cost of benefits paid by the City of Crystal Lake related to such wages and expenses, including but not limited to health insurance, pension and employer's portion of social security expenses (hereinafter, collectively referred to as "Labor Costs"). In addition to the labor costs, the invoice shall also include a reasonable rental cost of any machinery or equipment utilized by the City or Crystal Lake Personnel in performing the services pursuant to the Approved Work Request, as well as all material utilized in connection thereof (hereinafter, collectively referred to as "Material Costs").

(v) Within thirty (30) days of the receipt by Lessee of the invoice for Labor Costs and Material Costs related to an Approved Work Request, Lessee shall remit payment, in full, to the City for the total amount due pursuant to such invoice.

(w) In addition to the provision of maintenance services by the City of Crystal Lake, the City of Crystal Lake and Lessee may also enter into separate maintenance agreements for

particular equipment or systems utilized by Lessee within the Leased Premises, under such terms as may be agreed to by the City of Crystal Lake and Lessee.

(x) That it shall have the right to erect a sign identifying Lessee's business upon the building occupied by the Lessee provided that such signs shall be erected at the sole expense of the Lessee and shall comply with the sign ordinance of the City of Crystal Lake and be subject to approval by the Lessor to ensure that all signs on the building are uniform in nature, which approval shall not be unreasonably withheld or delayed.

(y) That it will not, nor will any approved sublessees, store any hazardous materials within the Leased Premises. Storage of any non-hazardous materials on the Leased Premises will be done in compliance with federal and state laws and city or local ordinances or building codes (or, if none apply, manufacturer's recommendations for storage). The Lessee shall be responsible for the cleanup of any material spilled on the Leased Premises at Lessee's sole expense.

(z) As part of a planned wide area network to be created and used by Lessor, Lessee will permit the Lessor, subject to space availability, to:

- (i) attach equipment onto the Lessee's communications tower,
- (ii) install equipment in the Lessee's equipment building,
- (iii) have access to electricity in the Lessee's equipment building, including electricity from the Lessee's power generator, and
- (iv) have access to the Lessee's fiber optic cable and equipment that runs from the equipment building to the Lessee's area located in the basement of the Property.

IV

LESSOR'S COVENANTS

The Lessor:

(a) Represents that it is seized in fee simple title to the Property, free, clear and unencumbered.

(b) Agrees that, so long as Lessee fulfills the conditions and covenants required of it to be performed, Lessee will have peaceful and quiet possession of the premises.

(c) Represents that Lessor has good right, full power and lawful authority to make this Lease for the full term and any extensions thereof.

(d) Agrees that Lessor shall indemnify, defend and hold harmless Lessee, Lessee's partners, and each of their respective directors, officers, shareholders, employees, contractors, agents, attorneys, licensees, invitees, successors, heirs and assigns, from and against any and all liabilities, losses, damages, claims and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with any acts or omissions of Lessor or Lessor's employees, contractors, agents, licensees or invitees in or about the Property.

(e) Agrees that Lessor, using the funds as provided herein and such other funds from other lessees or other sources as may be required, shall pay any and all real estate taxes and assessments due with respect to the Property of which the Leased Premises constitutes a portion and shall keep and maintain liability and casualty insurance with respect to such Property (including, without limitation, the Building), in reasonable amounts, at all times in full force and effect.

(f) Agrees that no assent, express or implied, by the Lessee to any breach of any of the Lessor's covenants, shall be deemed to be a waiver or any succeeding breach of the same covenant.

(g) Agrees that the Lessor shall be responsible for maintaining the remainder of the building on the Property not under lease to the Lessee including, but not limited to, the payment of all utilities.

V

RIGHT OF RE-ENTRY AND HOLD OVER

If the Lessee or its representatives or assigns shall neglect or fail to perform and observe any covenants which on the Lessee's part are to be performed, or if its leasehold estate shall be taken on execution, or if the Lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors, then the Lessor may, immediately or at any time thereafter and without notice or demand, enter into and upon the Leased Premises or any part thereof and repossess the same as of their former estate and expel the Lessee and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass; and thereupon, this Lease shall terminate, but without prejudice to any remedies which might otherwise be used by the Lessor for arrears of rent or any breach of the Lessee's covenants.

If Lessee retains possession of the Leased Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty (30) days after termination of the term serve five (5) days' written notice upon Lessee that such holding over constitutes either (a) renewal of the Lease for one year, and from year to year thereafter, at double the Base Rent amount of the last year of the written Lease; or, (b) creation of a month to month tenancy, upon the terms of this Lease except at double the monthly rental for the last month of the

Base Rent according to the written Lease; or, (c) creation of a tenancy at sufferance, at a rental of \$40.00 per day for the time Lessee remains in possession. If no such written notice is served, then a tenancy at sufferance with a rental as states at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as previously set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any covenants herein.

VI

TERMINATION OF LEASE IN CASE OF FIRE

(a) If during the term of this Lease, the Leased Premises shall be substantially destroyed by fire, the elements or other causes, then this Lease, at the option of either Lessor or Lessee as provided in this paragraph VI, shall cease and terminate. Thereupon, each of Lessor and Lessee shall be released from any further obligations hereunder, and Lessor shall refund to Lessee the security deposit and any portion of the rent or other payments made by Lessee, but not earned or not due at the time of such destruction. Either Lessor or Lessee may exercise this option to terminate, if at all, by giving written notice thereof to the other, at the other's address set forth in this Lease, by registered or certified mail, return receipt requested, no later than sixty (60) days after the date that the substantial destruction occurred. Such notice of exercise shall be effective upon Lessee's mailing of such notice as aforesaid. If the Leased Premises shall only be partially destroyed by fire, the elements or other causes, then Lessor shall repair such destruction and restore the Leased Premises to its prior condition as soon as practicable, subject to available funds appropriated for such repair or restoration (including insurance proceeds therefor).

(b) Damage to such an extent as to render 50% or more of the floor space of the Leased Premises unusable for Lessee's business shall be conclusively deemed to be "substantial destruction". Damage which renders less than 50% of such floor space unusable for Lessee's business, but which cannot (after the exercise of due diligence) be repaired within one hundred twenty (120) days, shall likewise be conclusively deemed to be "substantial destruction". Damage which renders less than 70% of such floor space unusable for Lessee's business, but which can be repaired within one hundred twenty (120) days, shall be conclusively deemed to be "partial destruction" within the meaning of this Lease.

(c) If the work of repairing any damage (either substantial destruction, if neither party has elected to terminate pursuant to this paragraph VI, or partial destruction) shall not have commenced within one hundred twenty (120) days after the date of a substantial destruction or sixty (60) days after the date of a partial destruction, then Lessee shall have the option to terminate this Lease. Lessee shall exercise this option to terminate, if at all, by giving written notice thereof to Lessor, at Lessor's address set forth in the printed portion of this Lease, by registered or certified mail, return receipt requested, no less than thirty (30) days prior to the effective date of any such termination. Such notice of exercise shall be effective upon Lessee's mailing of such notice as aforesaid. Upon the expiration of the time fixed in such notice, if such repair work shall not have been commenced, then this Lease shall terminate (unless Lessee has revoked its notice of termination).

VII

LIENS

Lessee shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the Property.

If any act or omission of Lessee or claim against Lessee results in a lien or claim of lien against Lessor's title, Lessee upon notice thereof shall promptly remove or release same. If not so released in fifteen (15) days after notice to Lessee to do so, then either: (i) Lessee may contest said lien by first furnishing Lessor with a good and sufficient surety bond issued by a reputable surety or title insurance company acceptable to Lessor to cover the amount of any such lien, or (ii) Lessor may (but need not) pay or discharge the same without inquiry as to the validity thereof at Lessee's expense, and charge any amount paid to discharge the lien as Additional Rent due from the Lessee.

VIII

COSTS AND FEES

Lessee or Lessor shall pay upon demand all costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor or Lessee, incurred by the other successfully in enforcing any of the obligations of the other under this Lease. Lessee or Lessor shall also pay upon demand all costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor or Lessee in any litigation in which Lessor or Lessee shall become involved without their fault because of the actions of the other on account of this Lease.

IX

POSSESSION

The Lessee shall have the right to possession of the Leased Premises immediately.

X

NOTICES

Notices may be served on either party at the respective addresses given at the beginning of this Lease, by mailing (by certified or regular mail, postage prepaid) or personal delivery or facsimile of a notice to either party. Any notice mailed or faxed as provided herein shall be deemed to have been given or made on the date of mailing or faxing. Notice to any one of a multiple person party shall be sufficient service to all.

XI

MISCELLANEOUS

- (a) Provisions typed on this Lease and all Riders attached to this Lease and signed by Lessor and Lessee are hereby made a part of this Lease.
- (b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor which may be necessary for proper and orderly care for the building on the Property.
- (c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.
- (d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- (e) If Lessee shall fail to pay Rent or any other charges payable by Lessee hereunder within ten (10) days after the same is due, Lessee shall be in default under the Lease.
- (f) If Lessor or Lessee shall fail to fulfill any of its covenants or agreements under this Lease (other than Lessee's covenant to pay rent or other charges payable by Lessee hereunder), Lessor or Lessee, as the case

may be, shall give to the other party (the "defaulting party") written notice of such failure. The defaulting party shall then have an opportunity to cure any such failure. In the event that any such failure shall continue after the expiration of a thirty (30) day period after the defaulting party's receipt of the aforesaid written notice, or in the case of a failure that cannot with due diligence be cured within a period of thirty (30) days, if the defaulting party fails to proceed promptly after the receipt of such notice and with all due diligence to cure, the defaulting party shall be in default hereunder.

(g) At the option and sole cost of Lessee, this Lease or a memorandum hereof may be recorded.

XII

SEVERABILITY

In any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such even shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this

day of _____, 2020.

LESSOR:
CITY OF CRYSTAL LAKE, an Illinois
corporation,

By: _____
MAYOR

ATTEST:

LESSEE:
SOUTHEAST EMERGENCY
COMMUNICATION

By: _____

Executive Board Chairman

By: _____

Executive Board Vice-Chairman

ATTEST:

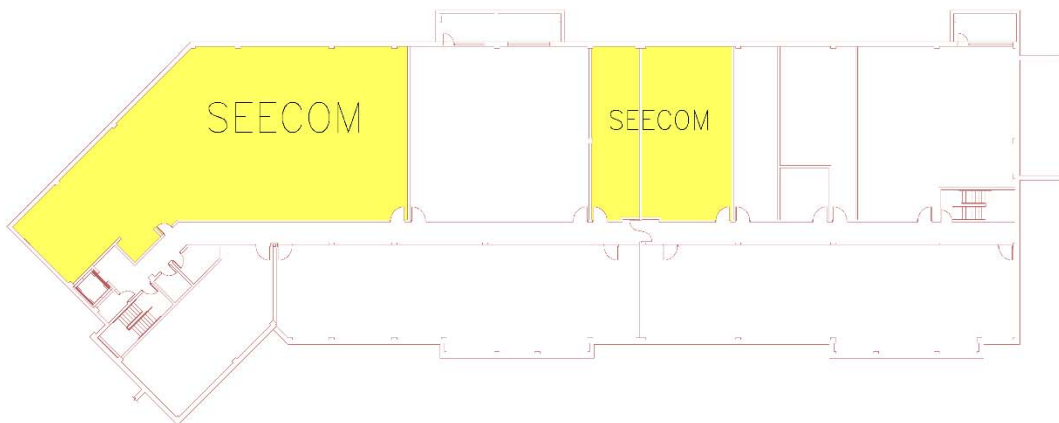
ATTEST:

By: _____
Executive Board Secretary/Treasurer

ATTEST:

2023 LEASE AGREEMENT - EXHIBIT A

8,845 square feet of area located in the basement of the City of Crystal Lake City Hall located at 100 West Woodstock Street, Crystal Lake, Illinois



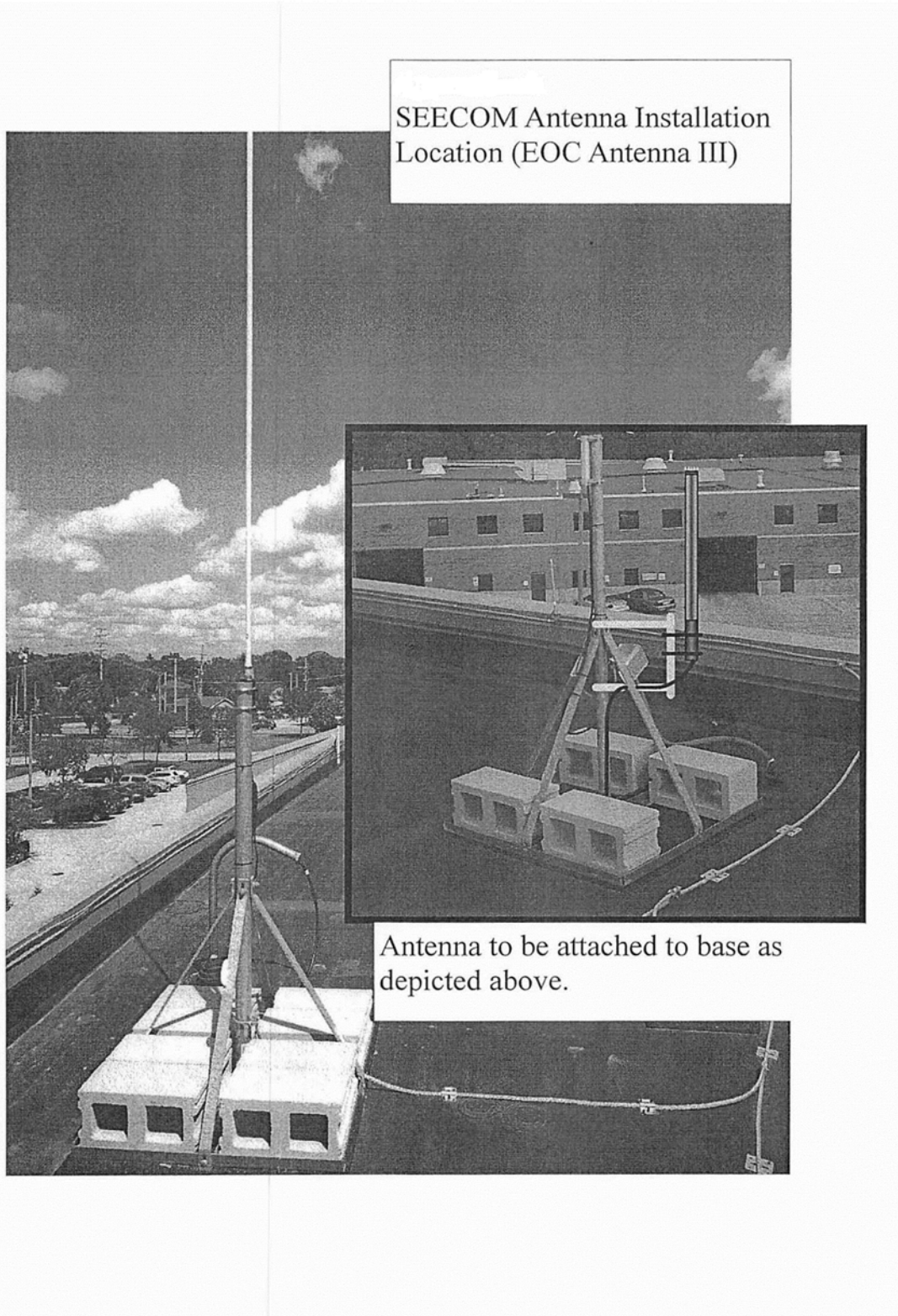
2023 LEASE AGREEMENT - EXHIBIT B

The fenced area consisting of 1,491 square feet and the gravel driveway consisting of 636 square feet for a total tower area of 2,127 square feet generally located at the southeast corner of the property legally described below. The North 308.00 feet of that part of the Southeast Quarter of Section 32, Township 44 North, Range 8, East of the Third Principal Meridian, described as follows: Commencing at a point on the West line of said Southeast Quarter, 824.28 feet North of the Southwest corner of said Northwest Quarter of the Southeast Quarter (said point being the Southwest corner of the property conveyed from Phillip R. Frederick and Lena M. Peterson, to Public Service Company of Northern Illinois, by deed dated May 26, 1949 and recorded June 29, 1949 as Document No. 221589, in Book 344 of Records, at page 290; thence East along the South line of said Public Service Company property, a distance of 458.00 feet to the Southeast corner of said Public Service Company's property; thence South along a line that forms an angle of $91^{\circ} 19'$ to the right with the prolongation of the last described course, a distance of 825.80 feet, more or less, to the South line of said Northwest Quarter of the Southeast Quarter; thence West along the South line of said Northwest Quarter of the Southeast Quarter, a distance of 350.00 feet; thence North, parallel with the West line of the said Northwest Quarter of the Southeast Quarter, a distance of 385.84 feet; thence West, parallel with the South line of said Northwest Quarter of the Southeast Quarter, a distance of 116.20 feet to the West line of said Southeast Quarter; thence North along the West line of said Southeast Quarter, a distance of 438.34 feet, more or less, to the place of beginning in McHenry County, Illinois.



2023 LEASE AGREEMENT - EXHIBIT C

SEECOM roof-mounted, omnidirectional, RF antenna and support cabling at the City of Crystal Lake City Hall located at 100 West Woodstock Street.



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRYSTAL LAKE
AND SOUTHEAST EMERGENCY COMMUNICATION FOR THE INSTALLATION
OF A ROOF-MOUNTED OMNIDIRECTIONAL RF ANTENNA**

This Memorandum of Understanding is entered into between the CITY OF CRYSTAL LAKE, an Illinois municipal corporation, 100 W. Woodstock Street, Crystal Lake, IL 60014 (hereinafter referred to as "the City") and the Executive Board of the SOUTHEAST EMERGENCY COMMUNICATION, a public agency as defined by 5 ILCS 220/6, comprised of the Village of Algonquin, Village of Cary and City of Crystal Lake (SEECOM), (hereinafter referred to as "SEECOM"), the terms "the City" and "SEECOM" to include their successors and assigns wherever the context so requires or permits.

WHEREAS, the City and SEECOM entered into a Lease Agreement ("the Lease") by which the City leases a portion of its police station to SEECOM for use by SEECOM as a centralized public safety communication center; and

WHEREAS, SEECOM desires to install a SEECOM Supplied exterior Omnidirectional RF Antenna (hereinafter referred to as "Antenna") and support card. The Antenna will mount to an existing City antenna base on the roof at 100 W. Woodstock Street (herein referred to as the "Antenna Base").


1. SEECOM may install, operate and maintain the Antenna on the City's Emergency Operations Center (EOC) antenna III base as depicted in *Appendix A* (attached hereto) upon the Antenna Base in accordance with the conditions of this Agreement.
2. SEECOM shall bear all installation and repair costs associated with the initial installation and ongoing use, maintenance and repair of the Antenna.
3. SEECOM agrees that it shall be solely responsible for any damage to property of the City caused by the installation, repair, maintenance or use of the Antenna and that it shall promptly and without charge to the City repair such damage upon demand by the City.
4. SEECOM shall install the Antenna per the methods described in the June 25, 2014 letter from Cartland and Kraus Engineering, LTD as noted in *Appendix B* (attached hereto).
5. If upon the sole determination of the City the antenna causes interference with physical, mechanical, radio frequency, signal, or broadcast activities of the City or compromises the structural integrity of any City equipment or roofing, SEECOM shall upon written or verbal demand of the City, immediately cease all broadcast operations of the Antenna and shall correct the condition causing the broadcast interference and/or structural integrity compromise prior to resuming operation of the Antenna. In the event that such interference or compromise to structural integrity cannot be corrected, to the sole satisfaction of the City, SEECOM shall, within thirty (30) days of written demand by the City he remove the Antenna and all related items installed by SEECOM, and repair all City property utilized in connection with the Antenna to its original condition.
6. SEECOM shall indemnify, defend and hold harmless the City, and its elected and appointed officials, employees and agents from all costs, damages and claims of damages (including reasonable attorneys fees) for injury to persons or death or property damage arising out of or in any way resulting from SEECOM's installation, use, maintenance and or repair of the Antenna.

7. SEECOM shall Procure and furnish all permits, licenses, and governmental approvals and authorizations necessary in connection with the rights granted to SEECOM herein.
8. Following installation and approval of the Antenna SEECOM shall not expand or otherwise modify the Antenna without having first obtained the written approval of the City. The approval of this antenna does not establish a precedence for the approval of future SEECOM antenna.
9. The City of Crystal Lake may terminate this agreement upon 120 day written notice to SEECOM or as soon as practicable in the event that SEECOM ceases to provide 9-1-1 dispatch services for the City of Crystal Lake.
10. This agreement shall be effective upon the execution by both parties and shall remain in effect for a period of three (3) years from the effective date. In the event that this agreement is not terminated by either party, by providing 180 days prior to the end of the term, this agreement shall automatically renew for successive three (3) year terms.
11. Upon the termination of the agreement, SEECOM shall remove the antenna and all attachments, and repair all City property utilized in connection with the installation maintenance and use of the Antenna to its original condition.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 15th day of July, 2014.

CITY OF CRYSTAL LAKE

An Illinois corporation

By: 

Gary J. Mayerhofer, City Manager

ATTEST:



SOUTHEAST EMERGENCY
COMMUNICATION (SEECOM)

By: Christopher D. Call

Executive Board Chairman

ATTEST: Linda Kurling

By: [Signature]

Executive Board Vice-Chairman

ATTEST: ETA

Appendix A
Exterior Installation Specifications

Omnidirectional RF Antenna – SEECOM

July 15, 2014

746-869 MHz, 3 dB Gain MAXRAD Fiberglass Base Station (MFB) Omnidirectional Antennas

This is an omnidirectional base station antenna that provides 3 dB gain within the specified frequency. It is designed for mast mounting.

Features

- N female connector
- Thick walled aluminum mounting base
- White fiberglass radome

RF/Electrical Specifications

Model	Frequency Range	Nominal Gain	Vertical Beamwidth at Half Power	Horizontal Beamwidth at Half Power
MFBW7463	746-869 MHz	3 dB	40°	360°



Mechanical Specifications

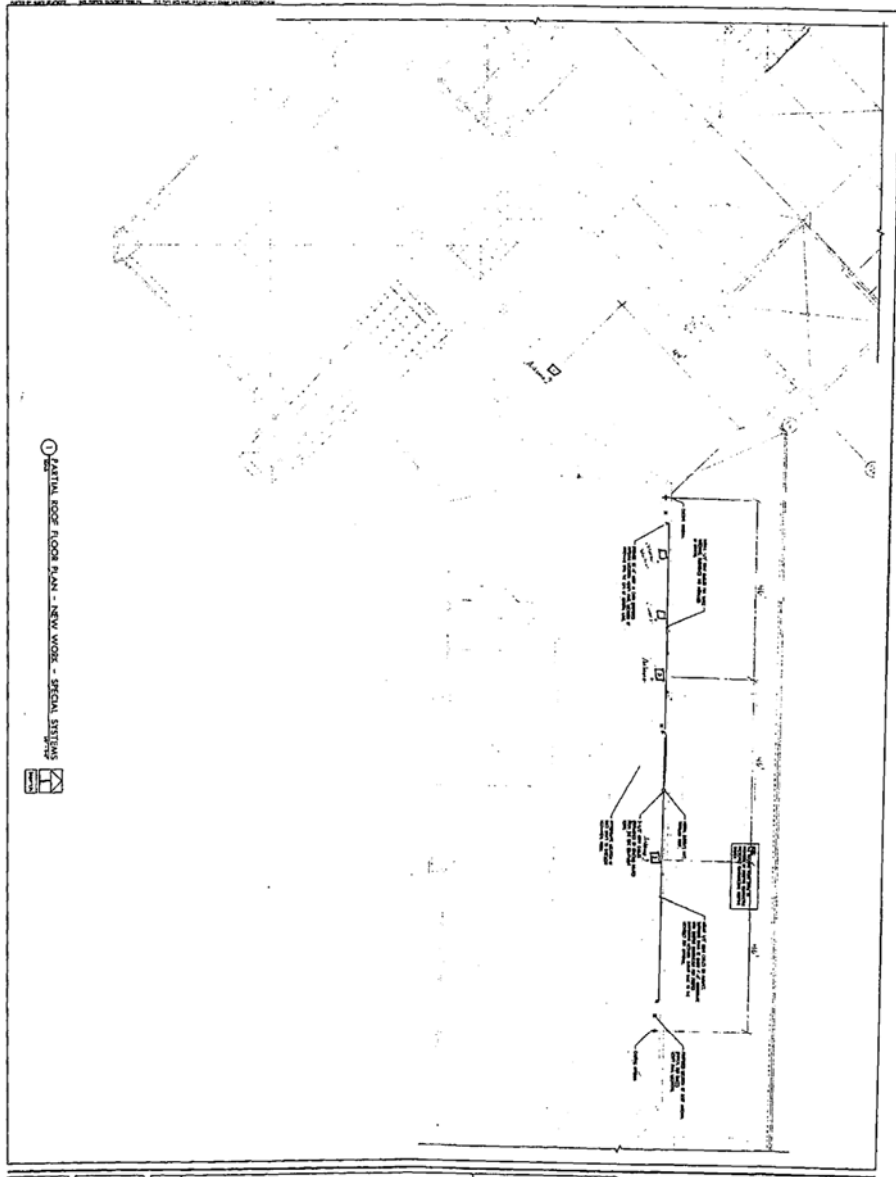
Model	Antenna Length	Weight (Mass)	Temperature Range
MFBW7463	27"	1.5 lbs	-40° C to +70° C


Model	Lateral Thrust at Rated Wind with 1/2" of Ice	Equivalent Flat Plate Area with 1/2" of Ice	Wind Survival with 1/2" of Ice
MFBW7463	20 lbf	.22 ft ²	125 mph



Technical Data

General Specifications: 746-869 MHz omnidirectional antenna
Maximum Power: 50 watts
Normal Impedance: 50 ohms
Polarization: Vertical
VSWR: < 1.8:1
Termination: N female



DATE: 10-10-2005 PROJECT NUMBER: 22065 SHEET NUMBER: E-3.4	DRAWN FOR: ASHLEY DATE: 10-10-2005 CHECKED BY: [Signature] DATE: 10-10-2005 APPROVED BY: [Signature]	EMERGENCY OPERATION CENTER CITY OF CRYSTAL LAKE CRYSTAL LAKE, ILLINOIS	METRO ARCHITECTS, ENGINEERS, PLANNERS 200 N. LAKE ST. SUITE 200 CRYSTAL LAKE, IL 60014 TEL: 815.434.1100 FAX: 815.434.1101	 Larson & Darby Group Architects Engineers Planners
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July 11, 2014

Executive Director Linda Luehring

Southeast Emergency Communications (SEECOM)
100 W Municipal Complex
Crystal Lake, IL. 60014

Re: Quotation to install a Huntley Fire radio control station and antenna with surge suppression.

Dear Director Luehring,

Per your request, we are providing a quote to install one SEECOM supplied Motorola Consolette, BIM and ACIM Card to your existing Gold Elite. This will allow SEECOM to dispatch Huntley Fire through a County provided talk group. SEECOM is responsible for the Consolette Programming and supplying of the above referenced parts.

Chicago Communications intends to supply the antenna with jumpers and surge suppression.

This quote assumes the LMR600 coaxial main line runs are purchased, installed and tested by others.

Chicago Communications will connect to one LMR600 coaxial line. We intend to use a customer supplied LMR600 seventy five foot jumper and terminate with two N Male connectors for the top jumper. This will be between the coax line surge suppressor mounted on a Chicago Communications supplied ground bar on the third floor and the antenna on the roof. The antenna will mount to an existing Crystal Lake Fire Department EOC mount below the existing antenna as not to obstruct the current antenna. Installation shall occur per the direction of the June 25, 2014 letter from Cartland/Kraus Engineering, LTD.

The lower end of the LMR600 will connect to the Consolette mounted in the SEECOM supplied rack through a Chicago Communications supplied jumper assembly. The consolette will sit on a shelf that we intend to supply.

Finally we intend to configure the Centracom Gold Elite radio dispatch console with required talk groups and program.

Pricing: Parts and Labor \$2,910.00

As you may have questions, please feel free to contact me for further explanation or to coordinate the installation of the equipment.

As always, we appreciate your business and look forward to working with you.

Sincerely,

Tom Treichler
Operations Director for Sales and Service

3309 WEST WAUKEGAN ROAD • McHENRY, ILLINOIS 60050
TELEPHONE 815 / 385-3600
FAX NO. 815 / 385-3671



July 10th, 2014

Revised

Southeast Emergency Communications
100 W. Woodstock St
Crystal Lake, IL 60014
P (815) 356-2685
F (815) 356-9069
E dburr@seecom911.org

Attn. Donald Burr

Re: Contract for Antenna Conduit Pricing

Dear Don,

We are pleased to provide this quote to you for the electrical costs to install a conduit raceway from the server room to the ground bar on the second floor at 100 W. Woodstock St, Crystal Lake. Please review the proposal carefully and note all inclusions, exclusions, and qualifications. The installation shall occur per the direction of the June 25th, 2014 letter from Cartland/Kraus Engineering, Ltd.

Included

1. We will furnish and install (1) 1-1/2" EMT conduit raceway from the server room to the second floor ground bar.
2. We will provide a pull string in the entire raceway for cable installation by others.
3. We have included costs to caulk all wall penetrations with "Fire Rated" caulk.
4. We will utilize a the existing junction box at the bottom of the shaft, install a second junction box by the server location, and a third box just before the ground bar in order to minimize the number of bends in the conduit per the cable manufacturer's recommendations.

Excluded

1. Permit fees
2. Premium Time, work is to be performed Monday-Friday, 7:00 am to 3:30 pm.
3. Cable installation, terminations, and testing is by others.

Total Labor and Material Costs "Conduit Raceway Only": \$2,425.00

Alternate Add: We will furnish and install (2) 150' legs of "LMR600" cable from the server room to the ground bar on the second floor. If selected, please add the following amount to the price listed above.

Alternate Add "Cable Install": \$1,025.00

Payment Terms: Full payment of the accepted proposed amount is due net 30 days after completion of the project.

Proposal Base Costs Approved By: _____, **Date:** _____

Proposal Alternate Add Approved By: _____, **Date:** _____

Sincerely,
Carey Electric Contracting, Inc.

Troy E. Rivera

Electrical Contracting Since 1923

Appendix B
Cartland & Kraus Engineering, LTD
Letter Dated June 25, 2014



June 25, 2014

Ms. Linda Luehring
Southeast Emergency Communications
100 West Woodstock Street
Crystal Lake, Illinois 60014
RE: Antenna Installation
(Revised 6-26-14)

Dear Ms. Luehring,

The proposed routing and methods were discussed and the areas were surveyed during our meeting of June 23, 2014 to confirm that the installation will conform to the EOC antenna system criteria. The following are the recommended installation methods:

1. The existing 2" pathway may be utilized to enable the routing of the cabling to the roof.
2. A pathway shall be provided from just below the roof level through the portal to the antenna. The pathway shall be seal tite flexible conduit similar to the present installation. The seal tite shall be bonded to the building steel below the roof.
3. The existing ground bus shall be removed and a new copper bus shall be provided. The removal of the existing lightning arrestors shall be performed on a day that no precipitation is forecasted. The ground bus shall be large enough to allow the installation of the presently added lightning arrestor and two future arrestors.
4. The bonding cable can be reused provided that the cable is a minimum of 6 AWG copper.
5. A flange type, lightning arrestor manufactured by Poly Phaser Equipment # IS-50UX-CO shall be provided and installed on the ground bus.
6. A junction box of sufficient size to accommodate a sweeping bend of the LMR600 cable shall be installed near the ground bus. The conduit penetration of the shaft shall be behind the junction box and be sealed with 2 hour rated sealing caulk.
7. To completely segregate the routing of the cable and conduit system there shall be a junction box of sufficient size for a sweeping bend provided. The junction box shall be installed adjacent to the EOC junction box. The new junction box shall be properly supported from the structure and not from the existing junction box.
8. All penetrations of Rated Walls shall be sealed with 2 hour caulk.

Please advise if additional information is required or if there any questions

Sincerely,

CARTLAND KRAUS ENGINEERING, LTD.

John Kowalski PE, LEED-AP
Project Manager



Date 6/26/14
Expires NOV. 30, 2015

760 Telser Road, Lake Zurich, IL 60047 ♦ T (847) 719-1708 ♦ F (847) 719-1738

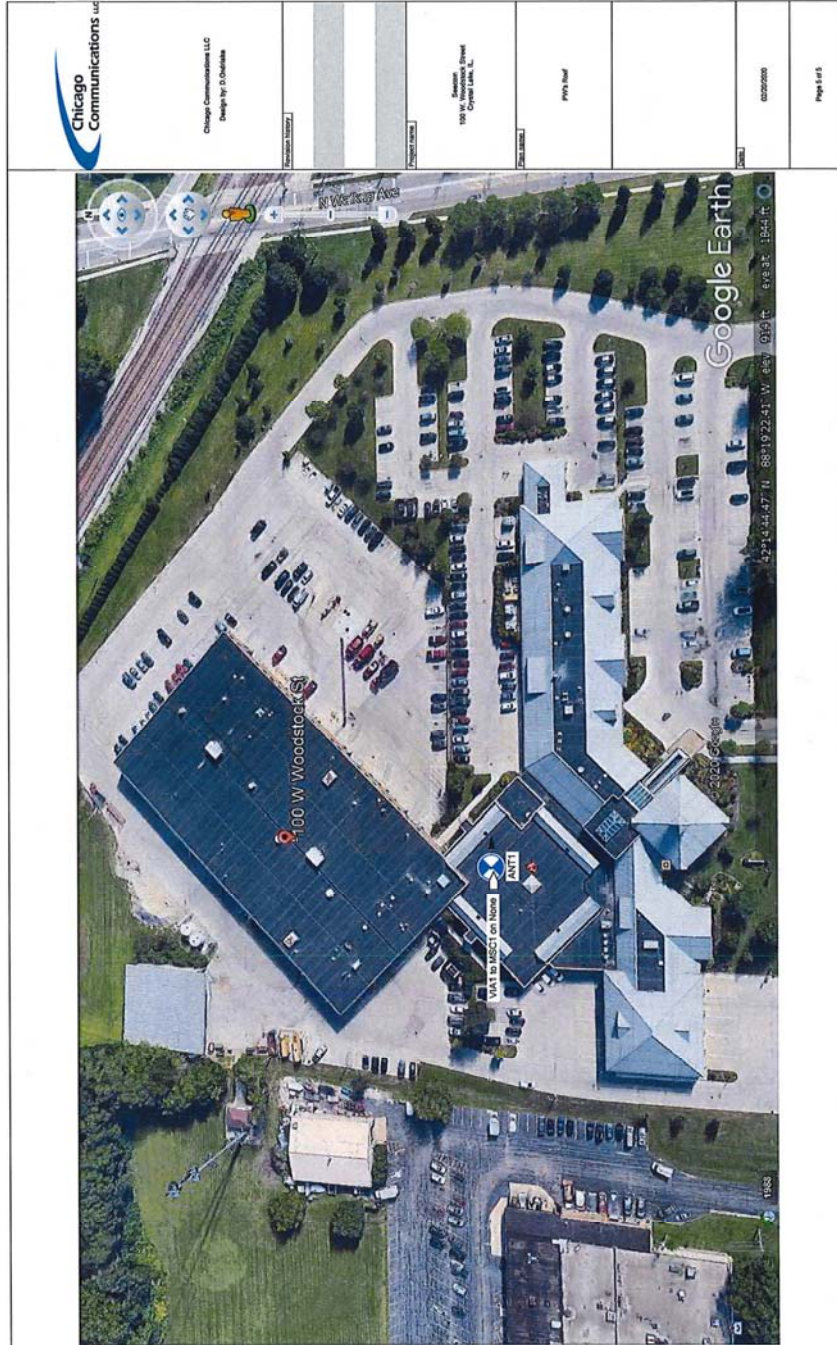
2023 LEASE AGREEMENT - EXHIBIT D

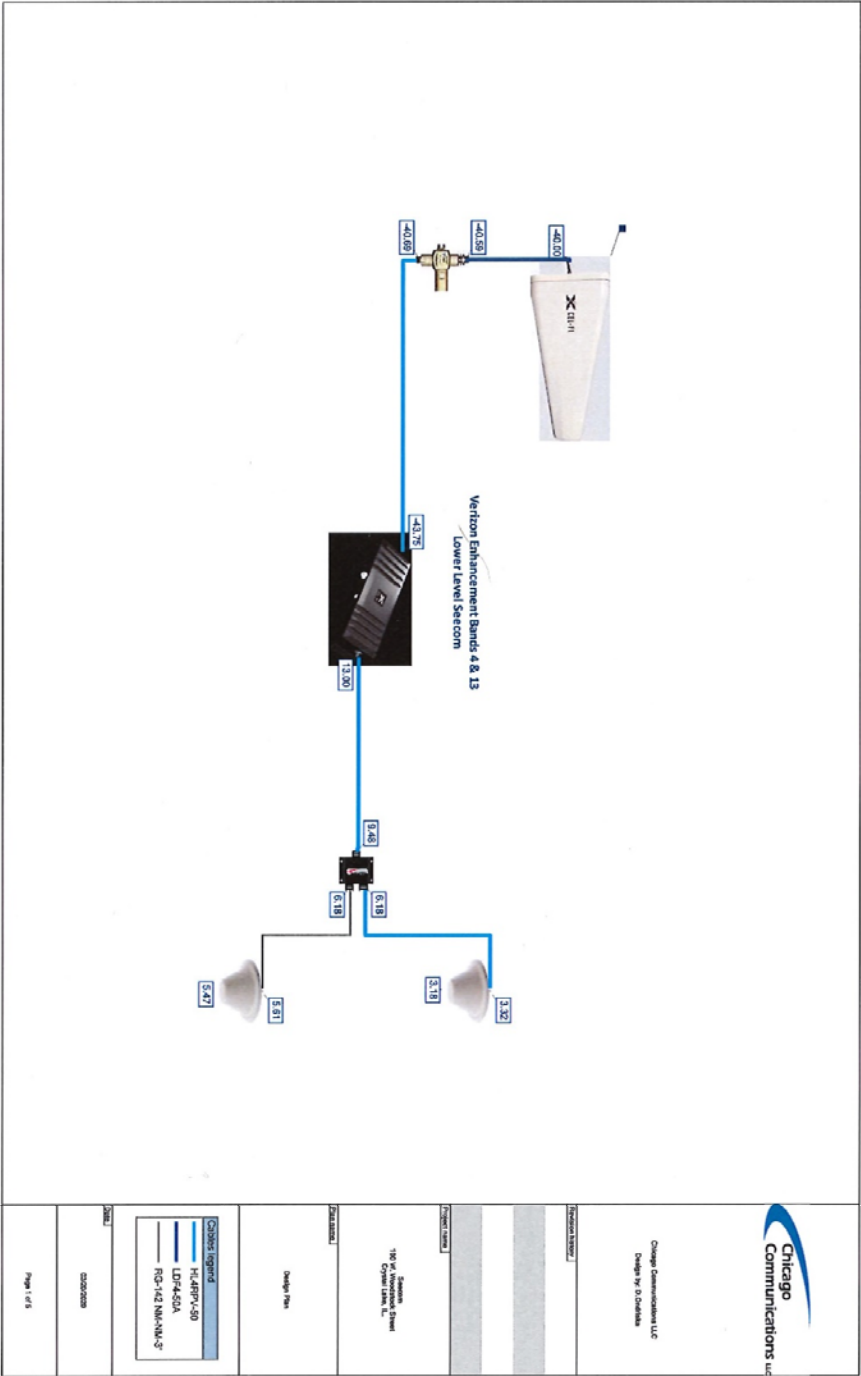
Land area adjacent to the Crystal Lake City Hall for the outdoor housing of heating and cooling equipment and generators for use by SEECOM.



2023 LEASE AGREEMENT - EXHIBIT E

Exhibit D







2023 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Trotter & Associates for the Final Design of Biosolids Handling Equipment Replacement in the Amount of \$239,400.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

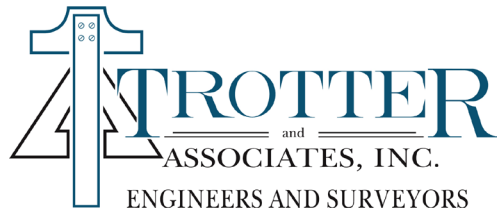
APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



November 15, 2023

Mr. Clifton Ganek
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: Village of Algonquin
WWTF Biosolids Handling Improvements
Phase 2 – Final Design Engineering Services Proposal

Dear Mr. Ganek:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the WWTF Biosolids Handling Improvements Phase 2 – Final Design (hereinafter referred to as the “PROJECT”).

Project Background

The Village retained TAI for Phase 1 design engineering services in a contract dated August 5, 2021. The contract includes Conceptual Design and Preliminary Design phases. The Village has requested Final Design. This Contract Addendum does not include Bidding services, IEPA project planning or IEPA loan assistance services.

Project Understanding

Phase 1 design was completed in early 2023. The preliminary design includes replacement of the existing belt filter press with two centrifuges. Centrifuge technology will produce a dryer cake and has a smaller footprint allowing two centrifuges to be installed within the current dewatering room. The expected life of a centrifuge is 15-20 years. Design flows greater than 6 MGD will require the construction of a new sludge handling building; however, expansion beyond 6 MGD is not foreseen in the next 15-20 years.

If it is the Village’s intention to fund the project through the Illinois EPA Low Interest Loan Program. A simplified Facility Plan Update (Project Plan) which addresses the Illinois EPA’s criteria will be required.

This Agreement does not include IEPA Project Plan development, IEPA loan application assistance, bidding services, or construction-related services. These services will be provided under a separate Agreement or contract addendum if requested.

Project Scope

Design Development

During the Design Development Phase, Engineer shall:

1. Based on the approved Preliminary Design Phase, prepare Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor. Plans and Specifications to show the following, but not limited to:
 - a. General Construction Details and Notes
 - b. 60% Demolition drawings showing existing structures and utilities to be removed as applicable.
 - c. 60% Structural drawings including layout and section views.
 - d. 60% Mechanical Drawings including layouts and schedules.
 - e. 60% Process drawings including the equipment layout.
 - f. 60% Project specifications with all process equipment selected.
2. Advise Village if additional reports, data, information, or testing services are necessary and assist Village in obtaining such reports, data, information, or services.
3. Based on the information contained in the Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
4. Furnish the Design Phase documents to the Village. Schedule and hold a meeting with Village staff to review and discuss 60% Engineering Plans and Specifications.

Final Design

During the Final Design Phase, Engineer shall:

1. Based on the approved Design Development Phase, prepare Engineering Plans and Specifications to show the scope, extent and character of the work. Drawings will include, but not limited to, the following:
 - a. General Construction Details and Notes
 - b. 95% Site Civil Drawings showing underground utilities, process piping, site grading and landscaping as applicable.
 - c. 95% Demolition drawings showing existing structures and utilities to be removed as applicable.
 - d. 95% Structural drawings including layout and section views.
 - e. 95% Mechanical Drawings including layouts and schedules.
 - f. 95% Process drawings including the equipment layout, gates, and temporary/seasonal insulated enclosure.
 - g. 95% Electrical Drawings depicting power distribution requirements within the proposed improvements.
 - h. 95% Instrumentation drawings depicting the scope and extent of the proposed control system.

- i. 95% Project specifications with all process equipment selected.
- 2. Update opinion of probable cost, based on the Final Engineering Plans.
- 3. Provide 95% complete plans to the Village and effected agencies for review and approval.
 - a. Submit final engineering plans, specifications and permit application to Illinois EPA for construct and operate permit.
- 4. Schedule and hold a meeting with Village staff to review and discuss Final Engineering Plans and Specifications.
- 5. Make minor revisions to the plans to incorporate changes required by reviewing agencies. Revise plans in accordance with additional Village comments.
- 6. Complete 100% drawings to satisfaction of Village and appropriate permitting bodies.

Project Schedule

Task	Anticipated Date
Design Development Kick-off	December 2023
Design Development Completion and Review Meeting	March 2024
Final Design Completion and Review Meeting	June 2024
Bidding Start (scope not included in this contract)	July 2024

Compensation

The amount equal to the cumulative hours charged to the Project by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project.

The total compensation for services is estimated to be **\$239,400** based on the following assumed distribution of compensation:

Design Development	\$119,700
<u>Final Design</u>	<u>\$119,700</u>
Total Phase 2 – Final Design	\$239,400

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

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

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing

signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

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

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

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

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

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

Contents of Agreement

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

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

CLIENT:

Village of Algonquin

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

2200 Harnish Drive
Algonquin, IL 60102

Designated Representative

Title:

Phone Number:

E-Mail Address:

ENGINEER:

Trotter and Associates, Inc.

_____ 

By: Robert Scott Trotter, PE, BCEE

Title: President

Date Signed: November 15, 2023

Address for giving notices:

40W201 Wasco Road, Suite D
St. Charles, IL 60175

Designated Representative: Jillian Kiss, PE

Title: Project Engineer

Phone Number: (630) 587-0470

E-Mail Address: j.kiss@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial _____

TAI Initial _____

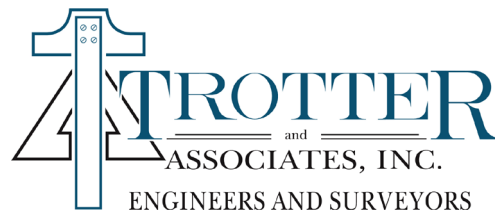


EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.

- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the

effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar

circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure

of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are

furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000

- b. General Aggregate: \$5,000,000
- 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
 - Each Accident \$1,000,000
- 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000

- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or

suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or

ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition,

the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2021 Schedule of Hourly Rates

Classification	Billing Rate	2021 Reimbursable Expenses		
Engineering Intern	\$55.00			
Engineer Level I	\$114.00	Item	Unit	Unit Price
Engineer Level II	\$126.00	Engineering Copies	Sq. Ft.	\$0.29
Engineer Level III	\$138.00	1- 249 Sq. Ft.		
Engineer Level IV	\$153.00	Engineering Copies	Sq. Ft.	\$0.27
Engineer Level V	\$173.00	250-999 Sq. Ft.		
Engineer Level VI	\$198.00	Engineering Copies	Sq. Ft.	\$0.25
Engineer VII	\$208.00	1000-3999 Sq. Ft.		
Engineer VIII	\$239.00	Engineering Copies	Sq. Ft.	\$0.23
Principal Engineer	\$245.00	3999 Sq. Ft. & Up		
Technician Level I	\$98.00	Mylar Engineering Copies	Each	\$8.00
Technician Level II	\$119.00	up to 24" by 36"		
Technician Level III	\$139.00	Color Presentation Grade	Sq. Ft.	\$5.15
Technician Level IV	\$151.00	Large Format Print		
Senior Technician	\$167.00	Comb Binding > 120 Sheets	Each	\$4.75
GIS Specialist I	\$98.00	Comb Binding < 120 Sheets	Each	\$3.50
GIS Specialist II	\$114.00	Binding Strips (Engineering Plans)	Each	\$1.00
GIS Specialist III	\$155.00	5 Mil Laminating	Each	\$1.25
Clerical Level I	\$66.00	Copy 11" x 17"	Each	\$0.50
Clerical Level II	\$78.00	- Color		
Clerical Level III	\$91.00	Copy 11" x 17"	Each	\$0.25
Survey Technician Level I	\$66.00	- Black and White		
Survey Technician Level II	\$81.00	Copy 8.5" x 11"	Each	\$0.25
Survey Crew Chief	\$166.00	- Color		
Professional Land Surveyor	\$200.00	Copy 8.5" x 11"	Each	\$0.12
Department Director	\$198.00	- Black and White		
Prevailing Wage Survey Foreman**	\$191.00	Recorded Documents	Each	\$25.00
Prevailing Wage Survey Worker**	\$186.00	Plat Research	Time and Material	
Sub Consultants	Cost Plus 5%	Per Diem	Each Day	\$30.00
		Field / Survey Truck	Each Day	\$45.00
		Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

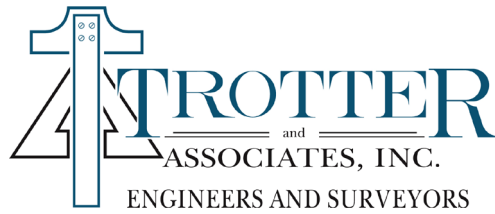
***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

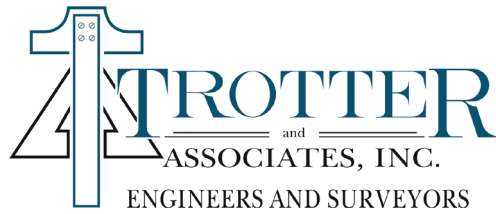
Engineer hereby agrees to incorporate and accept the following provisions to be included in the aforementioned Agreement at no additional compensation:

- A. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- B. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- C. Audit and access to records clause:
 - 1. Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 - 2. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
 - 3. All information and reports resulting from access to records pursuant to the above section C.1 shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, or the audited parties.
 - 4. Records under the above section C.1 shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Illinois Administrative Code, Title 35, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
- D. Covenant Against Contingent Fees:

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or in its

CLIENT Initial _____

TAI Initial _____



discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

E. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The Engineer certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The Engineer understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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2023 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Martam Construction for the Demolition of the Existing Drive Through and Underground Tunnel at 221 S. Main Street in the Amount of \$85,900.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

221 S. MAIN STREET DRIVE THROUGH AND TUNNEL DEMOLITION

SIGNATURE FORM

This AGREEMENT is made and entered into this fifth day of December, 2023, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Martam Construction, Inc., 1200 Gasket Drive, Elgin Illinois 60120 (CONTRACTOR).

WITNESSETH

Whereas, the VILLAGE has prepared certain scope of work dated October 19, 2023 for 221 S. Main Street Drive Through and Tunnel Demolition –under the terms and conditions fully stated and set forth, and;

Whereas, said scope of work, environmental documents, 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 \$85,900.00 (EIGHTY FIVE THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS)
2. CONTRACTOR agrees to complete the work within/by **May 1st, 2024** after receipt of the Notice to Proceed.
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. 221 S. Main Street Drive Through and Tunnel Demolition – scope of work prepared by the VILLAGE, dated October 19th, 2023.
 - b. The State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022, the Supplemental Specifications and applicable Special Provisions effective on the date of the BID and the Standard Specifications for Sewer and Watermain Construction in Illinois, June 2014 as well as the Village of Algonquin Standard Specifications & Details Guide for Public Improvements, June 25, 2022, except as modified by these documents
 - c. All Environmental Assessment and Asbestos Abatement documents presented.
4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.

Continued on next page.



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: _____
Debby Sosine, Village President

By: _____
(Signature)

(Print Name)

(Title)

ATTEST:

ATTEST:

By: _____
Fred Martin, Village Clerk

By: _____
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin
The Gem of the Fox River Valley

CONTRACT

221 S. MAIN STREET DRIVE THROUGH AND TUNNEL DEMOLITION

INSURANCE CERTIFICATE

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



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

221 S. MAIN STREET DRIVE THROUGH AND TUNNEL DEMOLITION BOND No.

PAYMENT & PERFORMANCE BOND

Know all men and women by these presents that
Martam Construction, Inc.
1200 Gasket Drive,
Elgin, Illinois 60120

as Principal, hereinafter called the CONTRACTOR, and
Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

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 EIGHTY FIVE THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$85,900.00) 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 (October 6, 2023) entered into a contract with the VILLAGE for the project known as for 221 S. Main Street Drive Through and Tunnel Demolition in accordance with drawings, and specifications prepared by the VILLAGE, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

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:

1. Complete the CONTRACT in accordance with its terms and conditions, or

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www.algonquin.org

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Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

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 _____, __2023__, A.D.

In the Presence of:

Witness (Print)

Principal (Signature)

Witness (Signature)

Title

Surety (Signature)

Surety (Print)

Title



Village of Algonquin

The Gem of the Fox River Valley

November 30, 2023

Village President and Board of Trustees:

The List of Bills dated 12/5/23 and payroll expenses totaling \$2,199,668.89 are recommended for approval. For your information, this list of bills includes the following, which are not typical in the day-to-day operations of the Village.

Arrow Road Construct	\$ 43,497.51	Tunbridge Street Improvements
Burke LLC	461,102.45	Downtown Streetscape Riverwalk
A Lamp Concrete	215,023.41	Rolls Drive Improvements
Baxter & Woodman	96,544.35	Spella Fen Southwest
Dell Marketing LP	13,594.42	Smart Display Boards
Baxter & Woodman	9,500.00	Dixie Creek Reach 3
Fifth Asset Inc	7,300.00	DebtBook Software - Annual
G A Rich & Sons Inc	171,200.95	WTP 2 Water Softener Media Replacement
H R Green Inc	60,350.42	Schuett & Souwanas Street Improvements
Hayes Industries	41,896.79	Lead Service Line Replacement
Fisher Auto Parts Inc	6,925.00	A/C Robinair 1234 (Equipment)
Schroeder Asphalt	129,675.08	High Hill Street Improvements
Rush Truck Center	4,055.00	Turbo Charger Kits

Please note:

The 11/30/23 payroll expenses totaled \$673,875.14.

This List of Bills excludes payments that are processed automatically and recorded by journal entry. These payments include postage permit costs and bank/collection fees. Information on these expenses is available upon request.

Tim Schloneger
Village Manager

Village of Algonquin

List of Bills 12/5/2023

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
A LAMP CONCRETE CONTRACTORS INC					
HYD METER REFUND/ROLLS DR-ALGONC	1,400.00	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
ROLLS DRIVE IMPROVEMENTS	215,023.41	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2343	17581	40240301
Vendor Total: \$216,423.41					
A1 TROPHY & AWARD SERVICES INC					
MILITARY NAMEPLATE ENGRAVING	23.25	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	18519	10240350
Vendor Total: \$23.25					
ANDREA OCAMPO					
11/15/23 ABCI TRAINING LUNCH	22.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	ABCI TRAINING LUNCH	10240354
Vendor Total: \$22.00					
ARROW ROAD CONSTRUCTION					
23-00000-00-GM ASPHALT	134.93	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	38613	40240294
23-00000-00-GM ASPHALT	210.15	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	38715	40240298
Vendor Total: \$345.08					
BAXTER & WOODMAN NATURAL RESOURCES, LI					
DIXIE CREEK REACH 3	9,500.00	NAT & DRAINAGE - EXPENSE PW CAPITAL IMPROVEMENTS	26900300-45593-N2204	0252510	40240305
SPELLA FEN SOUTHWEST	96,544.35	NAT & DRAINAGE - EXPENSE PW CAPITAL IMPROVEMENTS	26900300-45593-N2421	0252511	40240304
Vendor Total: \$106,044.35					
BEAR AUTO GROUP					
BRACKET	31.01	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	41518	29240029

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
VEHICLE MAINT. BALANCE SHEET					
GASKETS	35.25	INVENTORY	29-14220-	41543	29240029
VEHICLE MAINT. BALANCE SHEET					
MODULE	202.50	INVENTORY	29-14220-	41559	29240029
Vendor Total: \$268.76					
BOND DICKSON & CONWAY					
GS ADMIN - EXPENSE GEN GOV					
MUNICIPAL COURT CONSULTANT-OCTO	337.50	MUNICIPAL COURT	01100100-42305-	18908	10240041
Vendor Total: \$337.50					
BRISTOL HOSE & FITTING					
VEHICLE MAINT. BALANCE SHEET					
SWIVEL - SHORT DROP	173.63	INVENTORY	29-14220-	3530971	29240024
Vendor Total: \$173.63					
BURKE LLC					
STREET IMPROV- EXPENSE PUBWRKS					
DOWNTOWN STREETScape RIVERWALK	461,102.45	CAPITAL IMPROVEMENTS	04900300-45593-S2023	PAY REQUEST #13	40240300
Vendor Total: \$461,102.45					
CALCO LTD					
SEWER OPER - EXPENSE W&S BUSI					
SEWER-LAB SUPPLIES	171.00	LAB SUPPLIES	07800400-43345-	DI70636	70240001
SEWER OPER - EXPENSE W&S BUSI					
SEWER-LAB SUPPLIES	179.00	LAB SUPPLIES	07800400-43345-	AU70919	70240001
Vendor Total: \$350.00					
COMCAST CABLE COMMUNICATION					
POLICE - EXPENSE PUB SAFETY					
12/1/23 - 12/31/23 POLICE DEPARTMENT	3.49	EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10240023
SEWER OPER - EXPENSE W&S BUSI					
12/1/23 - 12/31/23 POLICE DEPARTMENT	0.71	EQUIPMENT RENTAL	07800400-42270-	8771 10 002 0011217	10240023
GS ADMIN - EXPENSE GEN GOV					
11/22/23 - 12/21/23 HVH	164.90	TELEPHONE	01100100-42210-	8771 10 002 0416275	10240019
SWIMMING POOL -EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
11/14/23 - 12/13/23 POOL	164.90	TELEPHONE	05900100-42210-	8771 10 002 0452635	10240025
		WATER OPER - EXPENSE W&S BUSI			
11/11/23 - 12/10/23 WTP #1	164.90	TELEPHONE	07700400-42210-	8771 10 002 0436950	10240020
		WATER OPER - EXPENSE W&S BUSI			
11/12/23 - 12/11/23 WTP #3	164.90	TELEPHONE	07700400-42210-	8771 10 002 0443121	10240024
Vendor Total: \$663.80					
COMMONWEALTH EDISON					
		POLICE - EXPENSE PUB SAFETY			
10/10/23 - 11/8/23 WILBRANDT REAR TOW	26.30	ELECTRIC	01200200-42212-	0249109037	10240002
		CDD - EXPENSE GEN GOV			
10/10/23 - 11/8/23 221 S MAIN	324.10	ELECTRIC	01300100-42212-	3642344011	10240001
		GENERAL SERVICES PW - EXPENSE			
10/10/23 - 11/8/23 101 N HARRISON	27.44	ELECTRIC	01500300-42212-	1123125254	50240002
		GENERAL SERVICES PW - EXPENSE			
10/10/23 - 11/8/23 MCCD TRAILHEAD	38.91	ELECTRIC	01500300-42212-	2073075100	50240002
		GENERAL SERVICES PW - EXPENSE			
10/10/23 - 11/8/23 RT 31 & RT 62	237.20	ELECTRIC	01500300-42212-	3886048007	50240002
		GENERAL SERVICES PW - EXPENSE			
10/10/23 - 11/8/23 CHARGING STATIONS	301.40	ELECTRIC	01500300-42212-	3139139140	50240002
		SEWER OPER - EXPENSE W&S BUSI			
10/10/23 - 11/8/23 BRITTANY HILLS LS	45.39	ELECTRIC	07800400-42212-	4483077090	70240009
		SEWER OPER - EXPENSE W&S BUSI			
10/10/23 - 11/8/23 LOWE DRIVE LS	60.77	ELECTRIC	07800400-42212-	3027111096	70240009
		SEWER OPER - EXPENSE W&S BUSI			
10/10/23 - 11/8/23 N RIVER ROAD LS	75.77	ELECTRIC	07800400-42212-	3153024057	70240009
		SEWER OPER - EXPENSE W&S BUSI			
10/10/23 - 11/8/23 LA FOX RIVER LS	264.14	ELECTRIC	07800400-42212-	0041133224	70240009
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
10/10/23 - 11/8/23 SPRINGHILL/COUNTY LI	49.09	ELECTRIC	07700400-42212-	2079003028	70240008
		WATER OPER - EXPENSE W&S BUSI			
10/10/23 - 11/8/23 HANSON TOWER	55.82	ELECTRIC	07700400-42212-	1697161042	70240008
		WATER OPER - EXPENSE W&S BUSI			
10/10/23 - 11/8/23 JACOBS TOWER	63.58	ELECTRIC	07700400-42212-	2355094078	70240008
		WATER OPER - EXPENSE W&S BUSI			
10/10/23 - 11/8/23 HUNTINGTON PRESSUF	67.76	ELECTRIC	07700400-42212-	0282127066	70240008
		WATER OPER - EXPENSE W&S BUSI			
10/10/23 - 11/8/23 HILLSIDE BOOSTER	99.50	ELECTRIC	07700400-42212-	5743093053	70240008
		WATER OPER - EXPENSE W&S BUSI			
10/10/23 - 11/8/23 COPPER OAKS TOWER	137.05	ELECTRIC	07700400-42212-	4777074007	70240008
		WATER OPER - EXPENSE W&S BUSI			
10/11/23 - 11/9/23 WELL #901 SANDBLOOM	465.05	ELECTRIC	07700400-42212-	0112085088	70240008
		WATER OPER - EXPENSE W&S BUSI			
10/10/23 - 11/8/23 HUNTINGTON BOOSTEF	1,096.11	ELECTRIC	07700400-42212-	0101073045	70240008
		GENERAL SERVICES PW - EXPENSE			
10/10/23 - 11/8/23 METERED STREET LIGH	1,484.71	ELECTRIC	01500300-42212-	4473011035	50240003
		GENERAL SERVICES PW - EXPENSE			
	Vendor Total: \$4,920.09				
COMPLETE CLEANING CO INC					
GMC CLEANING SERVICE - DECEMBER	2,495.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C25893	28240022
	Vendor Total: \$2,495.00				
CONSERV FS					
PALLET OF SALT BAGS	902.50	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	6428121	28240005
	Vendor Total: \$902.50				
CORE & MAIN LP					
WATER METER SUPPLIES	362.50	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	T942126	70240347

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		WATER OPER - EXPENSE W&S BUSI			
WATER METER SUPPLIES	362.50	METERS & METER SUPPLIES	07700400-43348-	T942126	70240347
		SEWER OPER - EXPENSE W&S BUSI			
WATER METER SUPPLIES	470.00	METERS & METER SUPPLIES	07800400-43348-	T943094	70240348
		WATER OPER - EXPENSE W&S BUSI			
WATER METER SUPPLIES	470.00	METERS & METER SUPPLIES	07700400-43348-	T943094	70240348
		SEWER OPER - EXPENSE W&S BUSI			
WATER METER SUPPLIES	2,328.00	METERS & METER SUPPLIES	07800400-43348-	T935664	70240346
		WATER OPER - EXPENSE W&S BUSI			
WATER METER SUPPLIES	2,328.00	METERS & METER SUPPLIES	07700400-43348-	T935664	70240346
		SEWER OPER - EXPENSE W&S BUSI			
WATER METER SUPPLIES	3,915.00	METERS & METER SUPPLIES	07800400-43348-	T968026	70240354
		WATER OPER - EXPENSE W&S BUSI			
WATER METER SUPPLIES	3,915.00	METERS & METER SUPPLIES	07700400-43348-	T968026	70240354
Vendor Total: \$14,151.00					
CREATIVE PROMOTIONAL APPAREL INC					
		CDD - EXPENSE GEN GOV			
EMBROIDERY ON SHIRTS/JACKETS	208.00	UNIFORMS & SAFETY ITEMS	01300100-47760-	18677	30240033
		CDD - EXPENSE GEN GOV			
CARHARTT JACKETS	780.00	UNIFORMS & SAFETY ITEMS	01300100-47760-	18679	30240034
Vendor Total: \$988.00					
CRYSTAL VALLEY BATTERIES INC					
		BUILDING MAINT. BALANCE SHEET			
BATTERIES	500.00	INVENTORY	28-14220-	1903702007738	28240094
Vendor Total: \$500.00					
DANIEL KLOCKE					
		POLICE - EXPENSE PUB SAFETY			
FUEL FOR SQUAD - TRAINING	20.00	FUEL	01200200-43340-	TRAINING FUEL	20240099
Vendor Total: \$20.00					
DELL MARKETING LP					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		GEN NONDEPT - EXPENSE GEN GOV			
DELL SERVER HARD DRIVES	828.42	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	10710922803	10240338
		SEWER OPER - EXPENSE W&S BUSI			
DELL SERVER HARD DRIVES	103.55	IT EQUIPMENT & SUPPLIES	07800400-43333-	10710922803	10240338
		WATER OPER - EXPENSE W&S BUSI			
DELL SERVER HARD DRIVES	103.55	IT EQUIPMENT & SUPPLIES	07700400-43333-	10710922803	10240338
		CDD - EXPENSE GEN GOV			
DELL ULTRAWIDE CURVED MONITOR	1,172.99	IT EQUIPMENT & SUPPLIES	01300100-43333-	10709909498	10240310
		GEN NONDEPT - EXPENSE GEN GOV			
SMART DISPLAY BOARDS	6,491.55	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	10711503857	10240328
		GS ADMIN - EXPENSE GEN GOV			
SMART DISPLAY BOARDS	5,479.99	IT EQUIPMENT & SUPPLIES	01100100-43333-	10711503857	10240328
		SEWER OPER - EXPENSE W&S BUSI			
SMART DISPLAY BOARDS	811.44	IT EQUIPMENT & SUPPLIES	07800400-43333-	10711503857	10240328
		WATER OPER - EXPENSE W&S BUSI			
SMART DISPLAY BOARDS	811.44	IT EQUIPMENT & SUPPLIES	07700400-43333-	10711503857	10240328
Vendor Total: \$15,802.93					
DLS INTERNET SERVICES					
		GEN NONDEPT - EXPENSE GEN GOV			
12/25/23 - 1/25/24 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1636231	10240037
		SEWER OPER - EXPENSE W&S BUSI			
12/25/23 - 1/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1636231	10240037
		WATER OPER - EXPENSE W&S BUSI			
12/25/23 - 1/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1636231	10240037
		GEN NONDEPT - EXPENSE GEN GOV			
12/25/23 - 1/25/24 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1636241	10240037
		SEWER OPER - EXPENSE W&S BUSI			
12/25/23 - 1/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1636241	10240037

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
12/25/23 - 1/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1636241	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1636244	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1636244	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1636244	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	40.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1636242	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	5.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1636242	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	5.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1636242	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	120.32	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1636240	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	15.03	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1636240	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	15.03	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1636240	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	120.32	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1636243	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	15.03	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1636243	10240037
12/25/23 - 1/25/24 AT&T BROADBAND	15.03	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1636243	10240037
Vendor Total: \$380.76					

DONNA M GIOVE

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FALL SESSION II/BABYSITTING CLASS	360.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	11/20/23 CLASS	10240092
Vendor Total: \$360.00					
DYNEGY ENERGY SERVICES					
10/11/23 - 11/8/23 POOL	150.48	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	4484041003	10240222
10/10/23 - 11/7/23 WWTP	26,618.34	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0255100200	70240016
10/9/23 - 11/6/23 GRAND RESERVE	711.71	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	1784099011	70240018
10/11/23 - 11/8/23 ALGONQUIN SHORES	756.78	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0033167056	70240018
10/9/23 - 11/6/23 WOODSCREEK LS	848.83	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0107108145	70240018
10/10/23 - 11/7/23 BRAEWOOD LS	1,221.99	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0813024065	70240018
10/10/23 - 11/7/23 WELL #7 AND #11	3,339.57	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	3643125092	70240017
10/4/23 - 11/1/23 WTP #3	3,851.22	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	6653084010	70240017
10/13/23 - 11/7/23 WTP #2	4,557.28	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4287054062	70240017
10/10/23 - 11/7/23 WTP #1	4,578.90	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0955039059	70240017
10/10/23 - 11/7/23 ZANGE BOOSTER	76.43	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2425109004	70240019
10/4/23 - 11/1/23 WELL #15	152.65	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4111038007	70240019

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
10/10/23 - 11/7/23 COUNTRYSIDE BOOSTER	238.48	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	3909078023	70240019
10/10/23 - 11/7/23 CARY BOOSTER	616.63	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1263068132	70240019
10/10/23 - 11/7/23 WELL #9	1,596.58	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1753062020	70240019
Vendor Total: \$49,315.87					
EMPLOYEE BENEFITS CORPORATION					
FSA 2024 RENEWAL FEE	11.52	BLDG MAINT- REVENUE & EXPENSES INSURANCE	28900000-41106-	4239230	10240352
FSA 2024 RENEWAL FEE	23.63	CDD - EXPENSE GEN GOV INSURANCE	01300100-41106-	4239230	10240352
FSA 2024 RENEWAL FEE	58.14	GENERAL SERVICES PW - EXPENSE INSURANCE	01500300-41106-	4239230	10240352
FSA 2024 RENEWAL FEE	44.73	GS ADMIN - EXPENSE GEN GOV INSURANCE	01100100-41106-	4239230	10240352
FSA 2024 RENEWAL FEE	140.49	POLICE - EXPENSE PUB SAFETY INSURANCE	01200200-41106-	4239230	10240352
FSA 2024 RENEWAL FEE	14.53	PWA - EXPENSE PUB WORKS INSURANCE	01400300-41106-	4239230	10240352
FSA 2024 RENEWAL FEE	19.99	SEWER OPER - EXPENSE W&S BUSI INSURANCE	07800400-41106-	4239230	10240352
FSA 2024 RENEWAL FEE	9.70	VEHCL MAINT-REVENUE & EXPENSES INSURANCE	29900000-41106-	4239230	10240352
FSA 2024 RENEWAL FEE	27.27	WATER OPER - EXPENSE W&S BUSI INSURANCE	07700400-41106-	4239230	10240352
Vendor Total: \$350.00					
FEDEX					
PWA - EXPENSE PUB WORKS					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FORCE AMERICA SHIPMENT	18.71	POSTAGE	01400300-43317-	8-326-01450	10240004
Vendor Total: \$18.71					
FERGUSON ENTERPRISES INC					
WTP #3 PARTS	231.36	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	7370956	70240345
Vendor Total: \$231.36					
FETTERVILLE INC					
FALL SESSION I	75.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	1055	10240189
Vendor Total: \$75.00					
FIFTH ASSET INC					
12/1/23-11/30/26 ACCOUNTING SOFTWARE	5,110.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	DB2003480	
12/1/23-11/30/26 ACCOUNTING SOFTWARE	1,095.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	DB2003480	
12/1/23-11/30/26 ACCOUNTING SOFTWARE	1,095.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	DB2003480	
Vendor Total: \$7,300.00					
FISHER AUTO PARTS INC					
RETURNED BRAKE BOOSTER/BATTERY	-74.50	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	325-668275	
A/C ROBINAIR 1234	6,925.00	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	325-667071	29240109
SERPENTINE BELT	37.79	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-668246	29240022
BALL JOINT/BAR BUSHING	51.94	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-667841	29240022
FUEL FILTER/SEPARATOR FILTER	60.60	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-668346	29240022
VEHICLE MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FUEL FILTER/OIL FILTERS/SEPARATOR F	85.33	INVENTORY	29-14220-	325-667521	29240022
		VEHICLE MAINT. BALANCE SHEET			
WINTER WIPER BLADES	93.90	INVENTORY	29-14220-	325-668133	29240022
		VEHICLE MAINT. BALANCE SHEET			
DISC BRAKE PAD SET/ROTORS	237.76	INVENTORY	29-14220-	325-667531	29240022
		VEHICLE MAINT. BALANCE SHEET			
POWER BRAKE BOOSTERS	255.69	INVENTORY	29-14220-	325-667902	29240022
		VEHICLE MAINT. BALANCE SHEET			
REFRIGERANT	1,038.00	INVENTORY	29-14220-	325-667077	29240022
		VEHICLE MAINT. BALANCE SHEET			
	Vendor Total: \$8,711.51				
FOX WATERWAY AGENCY					
P&F PULVERIZED TOPSOIL	500.00	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	0001010-IN	50240092
		GENERAL SERVICES PW - EXPENSE			
	Vendor Total: \$500.00				
G A RICH & SONS INC					
WTP 2 WATER SOFTENER MEDIA REPLA	171,200.95	W & S IMPR. - EXPENSE W&S BUSI WATER TREATMENT PLANT	12900400-45520-W2311	1475027	40240307
		W & S IMPR. - EXPENSE W&S BUSI			
	Vendor Total: \$171,200.95				
GOVTEMPSUSA LLC					
10/30/23 - 11/12/23 BLANCHARD	3,360.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	4290555	30240010
		CDD - EXPENSE GEN GOV			
	Vendor Total: \$3,360.00				
GRAINGER					
COMED INCENTIVE REFUND	-180.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9902157073	28240021
		BUILDING MAINT. BALANCE SHEET			
DOUBLE AA BATTERIES	50.19	INVENTORY	28-14220-	9893689050	28240021
		BUILDING MAINT. BALANCE SHEET			
CAM AND GROOVE COUPLING	19.77	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	9911726082	28240095
		GENERAL SERVICES PW - EXPENSE			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
VALVE	68.82	SMALL TOOLS & SUPPLIES	01500300-43320-	9911958800	28240095
		BUILDING MAINT. BALANCE SHEET			
PAINT MIX & MEASURE CONTAINERS	35.64	INVENTORY	28-14220-	9906245643	28240021
		BUILDING MAINT. BALANCE SHEET			
FAN SQUARES	100.23	INVENTORY	28-14220-	9862402717	28240021
Vendor Total: \$94.65					
H & H ELECTRIC CO					
		MFT - EXPENSE PUBLIC WORKS			
23-00000-00-GM STREET LIGHT MAINTEN	16,918.38	MAINT - STREET LIGHTS	03900300-44429-	42373	40240299
Vendor Total: \$16,918.38					
H R GREEN INC					
		STREET IMPROV- EXPENSE PUBWRKS			
SCHUETT & SOUWANAS STREET IMPROV	30,175.21	ENGINEERING/DESIGN SERVICE	04900300-42232-S1853	8-169358	40240303
		W & S IMPR. - EXPENSE W&S BUSI			
SCHUETT & SOUWANAS STREET IMPROV	30,175.21	ENGINEERING/DESIGN SERVICE	12900400-42232-W2323	8-169358	40240303
Vendor Total: \$60,350.42					
HAYES INDUSTRIES					
		W & S IMPR. - EXPENSE W&S BUSI			
LEAD SERVICE LINE REPLACEMENT	41,896.79	WATER MAIN	12900400-45565-W2401	52779	40240302
Vendor Total: \$41,896.79					
HBK WATER METER SERVICE INC					
		WATER OPER - EXPENSE W&S BUSI			
WTP #2 RPZ REPAIR	1,227.54	MAINT - TREATMENT FACILITY	07700400-44412-	230642	70240358
Vendor Total: \$1,227.54					
HD SUPPLY INC					
		SEWER OPER - EXPENSE W&S BUSI			
FACILITY MAINT.	385.04	MAINT - TREATMENT FACILITY	07800400-44412-	INV00183269	70240343
		SEWER OPER - EXPENSE W&S BUSI			
FACILITY MAINT.	432.63	MAINT - TREATMENT FACILITY	07800400-44412-	INV00177895	70240344
Vendor Total: \$817.67					
INDUSTRIAL SCIENTIFIC CORPORATION					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SEWER OPER - EXPENSE W&S BUSI					
GAS MONITORING 10/22/23 - 11/21/23	196.42	PROFESSIONAL SERVICES	07800400-42234-	2688956	70240002
WATER OPER - EXPENSE W&S BUSI					
GAS MONITORING 10/22/23 - 11/21/23	196.42	PROFESSIONAL SERVICES	07700400-42234-	2688956	70240002
Vendor Total: \$392.84					
ISAWWA					
SEWER OPER - EXPENSE W&S BUSI					
WATERCON - SCHUTZ/RASMUSSEN	400.00	TRAVEL/TRAINING/DUES	07800400-47740-	200084747	70240351
WATER OPER - EXPENSE W&S BUSI					
WATERCON - SCHUTZ/RASMUSSEN	400.00	TRAVEL/TRAINING/DUES	07700400-47740-	200084747	70240351
WATER OPER - EXPENSE W&S BUSI					
TRAINING AT WATERCON-WATER EMPLC	1,600.00	TRAVEL/TRAINING/DUES	07700400-47740-	200084741	70240350
Vendor Total: \$2,400.00					
JAMES MARQUIS					
RECREATION - EXPENSE GEN GOV					
MIRACLE ON MAIN - MUSIC	450.00	RECREATION PROGRAMS	01101100-47701-	12/2/23 MUSIC	10240357
Vendor Total: \$450.00					
JC LICHT LLC					
WATER OPER - EXPENSE W&S BUSI					
WTP #2 PAINT	70.39	MAINT - WELLS	07700400-44418-	50141218	70240359
WATER OPER - EXPENSE W&S BUSI					
WTP #2 PAINT	72.23	MAINT - TREATMENT FACILITY	07700400-44412-	50141154	70240356
Vendor Total: \$142.62					
JESSICA POLONY					
CDD - EXPENSE GEN GOV					
11/15/23 ABCI TRAINING LUNCH	22.00	TRAVEL/TRAINING/DUES	01300100-47740-	ABCI TRAINING LUNCH	10240353
Vendor Total: \$22.00					
KANE COUNTY DIVISION OF TRANSPORTATION					
GENERAL SERVICES PW - EXPENSE					
TRAFFIC SIGNAL MAINTENANCE	2,056.23	MAINT - TRAFFIC SIGNALS	01500300-44430-	T-FY23-Q3-001	50240096
Vendor Total: \$2,056.23					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
KIRKLAND SAWMILL CO INC					
		GENERAL SERVICES PW - EXPENSE			
BOARDWALK BOARDS	1,883.00	MATERIALS	01500300-43309-	11/21/23	50240098
	Vendor Total: \$1,883.00				
KONEMATIC INC					
		BUILDING MAINT. BALANCE SHEET			
DOOR MAINTENANCE - PD	559.94	OUTSOURCED INVENTORY	28-14240-	932337	28240092
		BUILDING MAINT. BALANCE SHEET			
DOOR MAINTENANCE - WWTF	1,146.39	OUTSOURCED INVENTORY	28-14240-	932339	28240092
		BUILDING MAINT. BALANCE SHEET			
DOOR MAINTENANCE - PW	2,193.34	OUTSOURCED INVENTORY	28-14240-	932338	28240092
	Vendor Total: \$3,899.67				
LEACH ENTERPRISES INC					
		VEHICLE MAINT. BALANCE SHEET			
V-CLAMP	36.29	INVENTORY	29-14220-	1014742	29240016
	Vendor Total: \$36.29				
LUCKY GASOLINE INC					
		VEHICLE MAINT. BALANCE SHEET			
10/15/23 - 11/13/23 CAR WASHES	48.00	OUTSOURCED INVENTORY	29-14240-	10/15/23-11/13/23	29240009
	Vendor Total: \$48.00				
MACQUEEN EMERGENCY GROUP					
		VEHICLE MAINT. BALANCE SHEET			
STEP	196.77	INVENTORY	29-14220-	P25584	29240098
		VEHICLE MAINT. BALANCE SHEET			
STEP/TRANSDUCER/VALVE	492.62	INVENTORY	29-14220-	P25525	29240098
	Vendor Total: \$689.39				
MANSFIELD OIL COMPANY					
		VEHICLE MAINT. BALANCE SHEET			
FUEL	2,724.63	FUEL INVENTORY	29-14200-	24824571	29240018
		VEHICLE MAINT. BALANCE SHEET			
FUEL	4,188.83	FUEL INVENTORY	29-14200-	24824564	29240018

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$6,913.46					
MENARDS CARPENTERSVILLE					
FUSES	59.94	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	14736	50240005
TAPE/J-HOOKS/RATCHET/SHOVELS	236.25	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	14958	50240005
Vendor Total: \$296.19					
METRO STRATEGIES GROUP LLC					
PR FIRM - OCTOBER 2023	1,572.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-	AL-24	40240002
PR FIRM - OCTOBER 2023	1,572.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-	AL-24	40240002
Vendor Total: \$3,144.00					
MOORE LANDSCAPES LLC					
DOWNTOWN FLOWERS - AUGUST	15,904.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	575092	50240008
DOWNTOWN FLOWERS - SEPTEMBER	15,904.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	589229	50240008
DOWNTOWN FLOWERS - OCTOBER	15,904.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	597168	50240008
DOWNTOWN FLOWERS - NOVEMBER	15,904.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	617234	50240008
DOWNTOWN STREETScape RIVERWALK	848.00	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2023	585237	40240295
DOWNTOWN STREETScape RIVERWALK	848.00	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2023	601791	40240296
DOWNTOWN STREETScape RIVERWALK	848.00	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2023	621267	40240297
Vendor Total: \$66,160.00					
NAPA AUTO SUPPLY ALGONQUIN					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		VEHICLE MAINT. BALANCE SHEET			
DISPOSABLE GLOVES	22.48	INVENTORY	29-14220-	214687	29240019
		VEHICLE MAINT. BALANCE SHEET			
CLAMPS	34.98	INVENTORY	29-14220-	215671	29240019
		VEHICLE MAINT. BALANCE SHEET			
BEARING ASSEMBLY/SERPENTINE BELT	62.28	INVENTORY	29-14220-	214830	29240019
BEARING ASSEMBLY/SERPENTINE BELT	173.70	INVENTORY	29-14220-	214830	29240019
	Vendor Total: \$293.44				
OFFICE DEPOT					
		PWA - EXPENSE PUB WORKS			
2024 CALENDAR	52.78	OFFICE SUPPLIES	01400300-43308-	341913072001	40240001
		RECREATION - EXPENSE GEN GOV			
2024 ERASABLE WALL CALENDAR	28.39	OFFICE SUPPLIES	01101100-43308-	338694187001	10240356
		GS ADMIN - EXPENSE GEN GOV			
PAPER	39.89	OFFICE SUPPLIES	01100100-43308-	338694187001	10240013
	Vendor Total: \$121.06				
ONE TIME PAY					
		GEN FUND REVENUE - GEN GOV			
T NORLUND/CANCELLED CLASS	80.00	RECREATION PROGRAMS	01000100-34410-	CLASS REFUND	
		GEN FUND REVENUE - GEN GOV			
HVH RENTAL REFUND	120.00	RENTAL INCOME	01000100-34100-	HVH RENTAL REFUND	
		WATER & SEWER BALANCE SHEET			
HYD METER REFUND/AROUND ALGONQI	688.57	DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
		WATER & SEWER BALANCE SHEET			
HYD METER REFUND/789 S RANDALL RO	1,370.57	DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
	Vendor Total: \$2,259.14				
PEERLESS NETWORK INC					
		BLDG MAINT- REVENUE & EXPENSES			
11/15/2023 STATEMENT	75.10	TELEPHONE	28900000-42210-	37766	10240351

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
11/15/2023 STATEMENT	24.80	RADIO COMMUNICATIONS	28900000-42215-	37766	10240351
11/15/2023 STATEMENT	205.85	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	37766	10240351
11/15/2023 STATEMENT	149.31	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	37766	10240351
11/15/2023 STATEMENT	24.80	RADIO COMMUNICATIONS	01500300-42215-	37766	10240351
11/15/2023 STATEMENT	366.83	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	37766	10240351
11/15/2023 STATEMENT	541.33	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	37766	10240351
11/15/2023 STATEMENT	25.24	RADIO COMMUNICATIONS	01200200-42215-	37766	10240351
11/15/2023 STATEMENT	75.10	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	37766	10240351
11/15/2023 STATEMENT	24.80	RADIO COMMUNICATIONS	01400300-42215-	37766	10240351
11/15/2023 STATEMENT	75.85	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	37766	10240351
11/15/2023 STATEMENT	24.80	RADIO COMMUNICATIONS	07800400-42215-	37766	10240351
11/15/2023 STATEMENT	22.36	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	37766	10240351
11/15/2023 STATEMENT	75.10	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	37766	10240351
11/15/2023 STATEMENT	24.80	RADIO COMMUNICATIONS	29900000-42215-	37766	10240351
11/15/2023 STATEMENT	75.85	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	37766	10240351
11/15/2023 STATEMENT	24.80	RADIO COMMUNICATIONS	07700400-42215-	37766	10240351

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$1,836.72					
POMPS TIRE SERVICE INC					
UNIT 541 REPALCE ONE TIRE AND REPAI	3,579.79	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	640112096	29240111
TIRES	647.32	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640112173	29240023
TIRES	854.12	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640112137	29240023
Vendor Total: \$5,081.23					
PVS TECHNOLOGIES INC					
FERRIC CHLORIDE SOLUTION	10,468.11	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	345843	70240015
Vendor Total: \$10,468.11					
RALPH HELM INC					
16 INCH CHAIN	80.85	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	387049	29240113
SET OF PICKUP BODIES	27.56	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	386776	29240040
ROTOR BLADE/BLADE SCRAPER	98.97	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	386678	29240040
Vendor Total: \$207.38					
RAY O'HERRON CO INC					
SAFETY BOOTS - KRYSTAL	172.14	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2306398	20240096
NEW HIRES UNIFORMS	1,657.40	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2306667	20240096
Vendor Total: \$1,829.54					
RED WING SHOE STORE					
SAFETY BOOTS - DYLAN ROTH	200.00	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	20231123010153	70240357
Vendor Total: \$200.00					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RUSH TRUCK CENTER					
MOLDED HOSE	30.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3035054733	29240027
CLAMPS	130.12	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3035051260	29240027
OIL DRAIN/EXHAUST PIPE CLAMP	133.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3035012960	29240027
TURBO CHARGER KITS	2,007.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3034970274	29240027
TURBO CHARGER KITS	2,047.18	INVENTORY	29-14220-	3034970274	29240027
Vendor Total: \$4,349.82					
SAFEBUILT LLC					
PLAN REVIEW - FUNCITY	86.25	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	121943	30240006
PLAN REVIEW - HOTWORX	345.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	121944	30240006
PLAN REVIEW - FUNCITY	575.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	121057	30240006
PLAN REVIEW - FIRST WATCH/CHIPOTLE	575.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	121946	30240006
PLAN REVIEW - DSW	1,150.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	121947	30240006
PLAN REVIEW - EASTGATE LIBRARY	1,437.50	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	121945	30240006
Vendor Total: \$4,168.75					
SCHROEDER ASPHALT SERVICES INC					
HIGH HILL STREET IMPROVEMENTS	129,675.08	STREET IMPROV- EXPENSE PUBWRKS INFRASTRUCTURE MAINT IMPRO	04900300-43370-S1924	2023-448	40240306
Vendor Total: \$129,675.08					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SEBERT LANDSCAPING CO					
GRASS CUTTING - 1580 E ALGONQUIN RI	200.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S573725	30240004
LANDSCAPE MAINT - NOVEMBER 2023	43,058.44	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	266439	50240007
LANDSCAPE MAINT - NOVEMBER 2023	766.44	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	266439	50240007
LANDSCAPE MAINT - NOVEMBER 2023	5,525.84	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	266439	50240007
LANDSCAPE MAINT - NOVEMBER 2023	3,541.99	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	266439	28240024
Vendor Total: \$53,092.71					
SPORTS R US INC					
FALL SESSION II	1,456.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	2718	10240094
Vendor Total: \$1,456.00					
STANDARD EQUIPMENT COMPANY					
SWIVEL JOINT	700.23	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P46618	29240020
Vendor Total: \$700.23					
STAPLES ADVANTAGE					
SUGAR PACKETS/SPLENDA	54.15	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3553352270	28240014
SCREEN CLEANING WIPES	55.47	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3553352272	28240014
KLEENEX/PAPER TOWELS	93.63	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3553352275	28240014
PAPER PLATES AND BOWLS	98.28	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3553352273	28240014
BUILDING MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SPLENDA/SOAP	102.19	INVENTORY	28-14220-	3553352279	28240014
		BUILDING MAINT. BALANCE SHEET			
NAPKINS/TOILET PAPER	116.49	INVENTORY	28-14220-	3553352274	28240014
		BUILDING MAINT. BALANCE SHEET			
MOPS	123.40	INVENTORY	28-14220-	3553352271	28240014
		BUILDING MAINT. BALANCE SHEET			
HAND TOWELS/DISINFECTANT CLEANER	148.61	INVENTORY	28-14220-	3553352278	28240014
		BUILDING MAINT. BALANCE SHEET			
KLEENEX	164.78	INVENTORY	28-14220-	3553352277	28240014
		BUILDING MAINT. BALANCE SHEET			
COFFEE/CUPS/DUNKIN KCUPS/TOILET P,	1,089.35	INVENTORY	28-14220-	3553352268	28240014
		BUILDING MAINT. BALANCE SHEET			
	Vendor Total: \$2,046.35				
STREICHERS					
		POLICE - EXPENSE PUB SAFETY			
NEW HIRE RAIN COAT	119.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	11665293	20240098
		POLICE - EXPENSE PUB SAFETY			
NEW HIRE RAIN COATS/TRAFFIC VESTS	406.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	11665191	20240098
		POLICE - EXPENSE PUB SAFETY			
	Vendor Total: \$525.00				
T-MOBILE USA INC					
		SEWER OPER - EXPENSE W&S BUSI			
10/21/23-11/20/23 LIFT STATION INTERNE	37.00	TELEPHONE	07800400-42210-	984376041	10240030
		POLICE - EXPENSE PUB SAFETY			
	Vendor Total: \$37.00				
TODAYS UNIFORMS					
		POLICE - EXPENSE PUB SAFETY			
UNIFORM PURCHASE - PD STOCK	32.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	244507	20240097
		POLICE - EXPENSE PUB SAFETY			
UNIFORM PURCHASE - MARTIN	37.90	UNIFORMS & SAFETY ITEMS	01200200-47760-	244069	20240097
		POLICE - EXPENSE PUB SAFETY			
UNIFORM PURCHASE - DAVILA	37.90	UNIFORMS & SAFETY ITEMS	01200200-47760-	244070	20240097

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORM PURCHASE - MALMGREN	37.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	244071	20240097
UNIFORM PURCHASE - PATENAUDE	39.80	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	243314	20240097
UNIFORM PURCHASE - PD STOCK	39.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	247325	20240097
UNIFORM PURCHASE - DENNIS	47.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	245009	20240097
UNIFORM PURCHASE - REVERA	47.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	245010	20240097
UNIFORM PURCHASE - DAVILA	55.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	242768	20240097
UNIFORM PURCHASE - MARTIN	89.85	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	246911	20240097
UNIFORM PURCHASE - DAVILA	89.85	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	246912	20240097
UNIFORM PURCHASE - MALMGREN	89.85	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	246839	20240097
UNIFORM PURCHASE - PD STOCK	94.75	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	244989	20240097
UNIFORM PURCHASE - BURZYNSKI	163.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	247724	20240097
UNIFORM PURCHASE - MARTIN	165.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	244154	20240097
UNIFORM PURCHASE - MALMGREN	165.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	243879	20240097
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORM PURCHASE - PD STOCK	211.80	UNIFORMS & SAFETY ITEMS	01200200-47760-	247170	20240097
		POLICE - EXPENSE PUB SAFETY			
UNIFORM PURCHASE - PATENAUDE	282.80	UNIFORMS & SAFETY ITEMS	01200200-47760-	243625	20240097
		POLICE - EXPENSE PUB SAFETY			
UNIFORM PURCHASE - PATENAUDE	295.60	UNIFORMS & SAFETY ITEMS	01200200-47760-	243307	20240097
		POLICE - EXPENSE PUB SAFETY			
UNIFORM PURCHASE - PD STOCK	359.10	UNIFORMS & SAFETY ITEMS	01200200-47760-	245754	20240097
Vendor Total: \$2,386.55					
TRAFFIC CONTROL & PROTECTION INC					
		GENERAL SERVICES PW - EXPENSE			
OMNI ANCHORS	1,540.00	SIGN PROGRAM	01500300-43366-	117254	50240095
		GENERAL SERVICES PW - EXPENSE			
SIGN MATERIALS	2,048.30	SIGN PROGRAM	01500300-43366-	117253	50240094
Vendor Total: \$3,588.30					
UNITED LABORATORIES					
		SEWER OPER - EXPENSE W&S BUSI			
FACILITY MAINT.	349.47	MAINT - TREATMENT FACILITY	07800400-44412-	INV392642	70240349
Vendor Total: \$349.47					
US BANK EQUIPMENT FINANCE					
		GS ADMIN - EXPENSE GEN GOV			
RICOH COPIER 12/21/2023	235.45	LEASES - NON CAPITAL	01100100-42272-	516427333	10240016
		INTEREST EXPENSE - GEN GOV			
RICOH COPIER 12/21/2023	38.62	INTEREST EXPENSE	01100600-47790-	516427333	10240016
Vendor Total: \$274.07					
VANESSA CASTELLANOS					
		CDD - EXPENSE GEN GOV			
11/15/23 ABCI TRAINING LUNCH	22.00	TRAVEL/TRAINING/DUES	01300100-47740-	ABCI TRAINING LUNCH	10240355
Vendor Total: \$22.00					
VERIZON WIRELESS SERVICES LLC					
BLDG MAINT- REVENUE & EXPENSES					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
10/14/23 - 11/13/23 STATEMENT	321.75	TELEPHONE	28900000-42210-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	2,851.92	IT EQUIPMENT & SUPPLIES	28900000-43333-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	627.94	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	677.44	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	1,041.30	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	429.94	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	624.91	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	347.79	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	134.00	RECREATION - EXPENSE GEN GOV TELEPHONE	01101100-42210-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	430.75	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	78.75	IT EQUIPMENT & SUPPLIES	07800400-43333-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	198.25	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	706.16	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	9949253473	10240361
10/14/23 - 11/13/23 STATEMENT	78.75	IT EQUIPMENT & SUPPLIES	07700400-43333-	9949253473	10240361

Vendor Total: \$8,549.65

WATER PRODUCTS CO AURORA

WATER OPER - EXPENSE W&S BUSI

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
B-BOX CAPS	310.80	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0319780	70240360
Vendor Total: \$310.80					
ZIEGLERS ACE HARDWARE					
WTP #3 - ADAPTERS	7.17	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	043215/L	70240352
Vendor Total: \$7.17					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES, ORDINANCE VIOLATION	5,130.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	165217	
PLANNING, ZONING, BLDG COMMISSIONI	1,803.75	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	165217	
PLANNING,ZONING,BLDG COMM-COSTS	48.00	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	165217	
PERSONNEL MATTERS	185.00	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	165217	
PERSONNEL MATTERS	92.50	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	165217	
PERSONNEL MATTERS	693.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	165217	
MISCELLANEOUS	971.25	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	165217	
MISCELLANEOUS	231.25	PWA - EXPENSE PUB WORKS LEGAL SERVICES	01400300-42230-	165217	
MUNICIPAL CODE	161.88	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	165217	
POLICE DEPARTMENT	185.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	165217	
GS ADMIN - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MEETINGS	1,711.25	LEGAL SERVICES	01100100-42230-	165217	
		STREET IMPROV- EXPENSE PUBWRKS			
PUBLIC WORKS/ADMINISTRATION	693.75	LEGAL SERVICES	04900300-42230-	165217	
		POLICE - EXPENSE PUB SAFETY			
TRAFFIC, ORD VIOLATIONS-MUN COURT	337.50	LEGAL SERVICES	01200200-42230-	165217	
		CDD - EXPENSE GEN GOV			
VILLAGE PROP MATTERS - MISCELLANE	925.00	LEGAL SERVICES	01300100-42230-	165217	
		GS ADMIN - EXPENSE GEN GOV			
VILLAGE PROP MATTERS - MISCELLANE	508.75	LEGAL SERVICES	01100100-42230-	165217	
		STREET IMPROV- EXPENSE PUBWRKS			
VILLAGE PROP MATTERS - MISCELLANE	46.25	LEGAL SERVICES	04900300-42230-	165217	
		CDD - EXPENSE GEN GOV			
MEMO OF UNDERSTANDING ADVANTAGE	1,056.25	LEGAL SERVICES	01300100-42230-	165230	30240035

Vendor Total: \$14,781.13

REPORT TOTAL: \$1,525,793.75

Village of Algonquin

List of Bills 12/5/2023

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	173,642.30
03	MFT	17,263.46
04	STREET IMPROVEMENT	840,832.15
05	SWIMMING POOL	337.74
07	WATER & SEWER	98,452.00
12	WATER & SEWER IMPROVEMENT	244,844.95
26	NATURAL AREA & DRAINAGE IMPROV	106,044.35
28	BUILDING MAINT. SERVICE	16,676.66
29	VEHICLE MAINT. SERVICE	27,700.14
TOTAL ALL FUNDS		<u><u>1,525,793.75</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE: 11-30-23

APPROVED BY: 



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

December 4, 2023

The following meetings are scheduled to be held by the Village Board or Village Commission. Meeting information, which includes meeting location and meeting agendas can be found by visiting www.algonquin.org. Full agendas for meeting will also be posted at the Ganek Municipal Center, as required by law, not less than 48 hours in advance of the scheduled meeting. Each agenda will include the location of the meeting.

December 5, 2023	Tuesday	7:30 PM	Village Board Meeting	GMC
December 11, 2023	Monday	7:00 PM	Planning & Zoning Commission Meeting	GMC
December 12, 2023	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
December 13, 2023	Wednesday	7:00 PM	Historic Commission Meeting	HVH
December 16, 2023	Saturday	8:30 AM	Historic Commission Workshop	HVH
December 19, 2023	Tuesday	7:30 PM	Village Board Meeting	GMC
December 19, 2023	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC

ALL MEETINGS AND/OR TIMES ARE SUBJECT TO CHANGE OR CANCELLATION.

ALL CHANGES AND/OR CANCELLATIONS WILL BE POSTED AT THE GANEK MUNICIPAL CENTER AND
WWW.ALGONQUIN.ORG



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 5, 2023

TO: Village Board

FROM: Cliff Ganek, P.E.; Village Engineer

SUBJECT: Recommendation for Final Design Engineering Services and Resolution for Local Match Commitment for the North Main Street Reconstruction

Attached is a proposal from Christopher B. Burke Engineering, LTD. (CBBEL) for the North Main Street Reconstruction project. The proposed limits of this project are from Algonquin Road (IL-62) to the north of Edward Street to meet the south limits of the Roundabout Improvements. This phase of the Downtown Streetscape is the final phase of the Old Town Algonquin Streetscape Improvements.

This section of North Main Street is eligible for Surface Transportation Program – Local (STP-L) through the McHenry County Council of Mayors (MCCOM) with a maximum of \$1.5 million in federal funding. Staff will submit the application for this project December 15, 2023, with an expected construction year of 2028. The federal funds will be used toward construction, if awarded. A breakdown of the estimated project costs is also attached and the resolution is the local share commitment amount for the Village.

One of the application criteria is Project Readiness. This section of N. Main St. has completed preliminary design and received design approval through IDOT. Additional funding points are awarded to projects with design approval and an executed final design agreement. In order to maximize funding points for Project Readiness, staff recommends expediting this agreement for this project directly to the Village Board for consideration.

The complete proposal is in the amount of \$316,239.00, which includes comprehensive final design plans, bidding assistance, and land acquisition services. Design work for this project will not begin this fiscal year but will be budgeted for future years, assuming the project is awarded funding through MCCOM. Staff has asked to expedite this proposal approval, given the timing of the funding application.

Staff is recommending the attached resolution for local match commitment and the proposal to the Board of Trustees for their approval and execution of the proposal with CBBEL, not to exceed the amount of \$316,239.00. This project will play a crucial role in completing the final phase of the Old Town Algonquin Streetscape Project.

Project Readiness

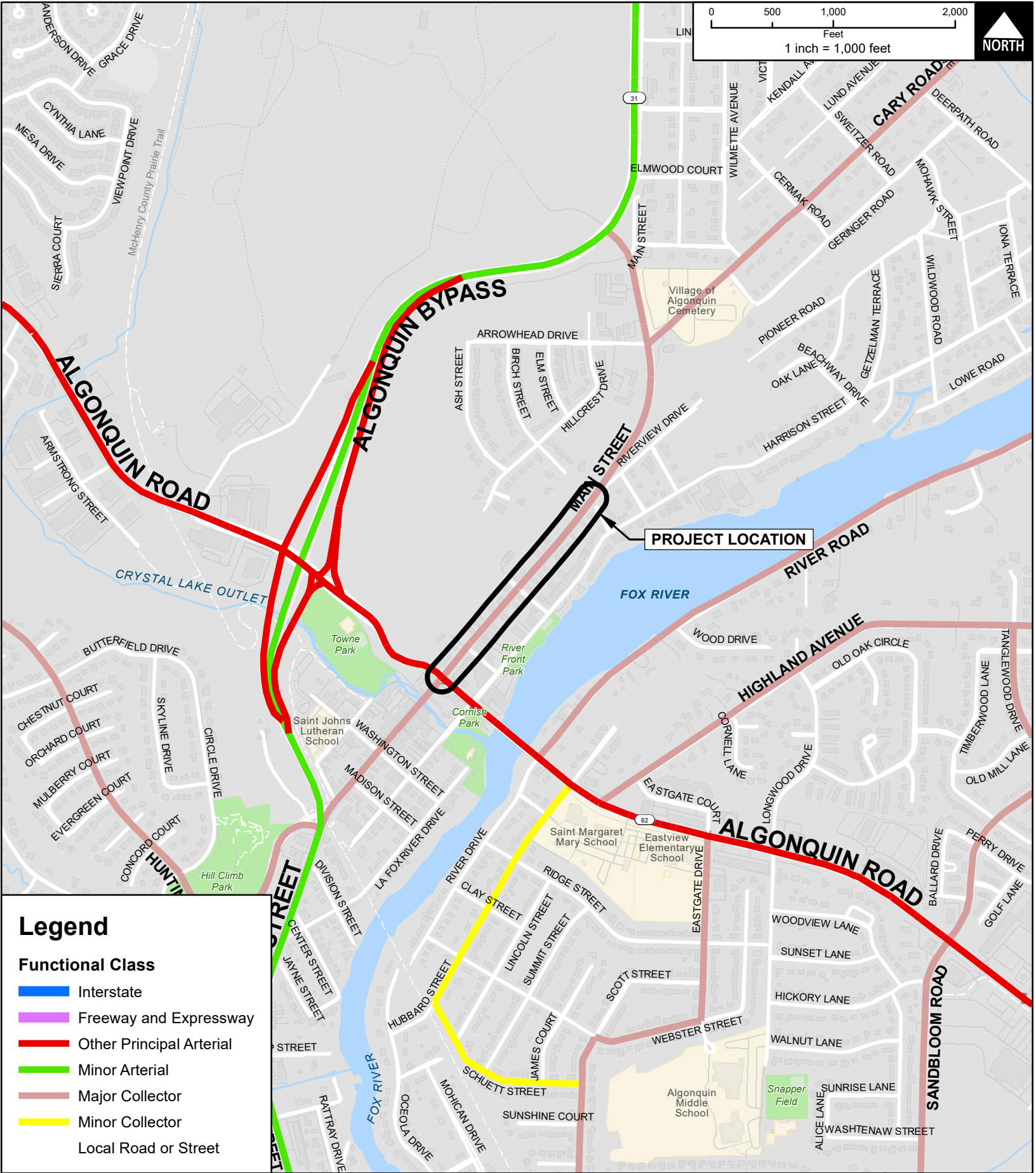
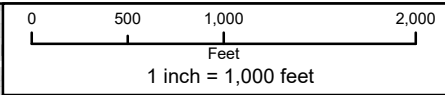
0-15 Points

Indicate the last achieved milestone from the list below. Provide the appropriate documentation as an attachment for the milestone indicated. The only attachment required is the one for the milestone indicated; no attachments are required for any previous milestones. For example, if Design Approval has been received, the sponsor does not need to submit the required attachment for Phase I contract execution. For project sponsors completing without a consultant, provide an attachment showing that engineering is being done in-house.

Scoring Criteria		Points
Pre-final plans ready to submit to IDOT		15
Phase II contract executed	IDOT approval or NTP	12
Design Approval received	Provide signature page	9
Draft PDR submitted to IDOT	Copy of transmittal	6
Phase I contract executed	IDOT approval or NTP	3
Project scoping	No attachment required	0



Phase	Requested Federal Fiscal Year	Requested Funding Amount	Local Funds	Total Cost
Phase I – Prelim Design	N/A	N/A	N/A	Complete
Phase II – Final Design	N/A	\$0	\$316,239	\$316,239
Construction	2028	\$1,500,000	\$2,185,000	\$3,685,000
Construction Engineering	2028	\$0	\$368,500	\$368,500
Total Requested Federal Amount		\$1,500,000		\$4,369,739
Total Local Share Costs – Construction Only			\$2,553,500	



Legend

- Functional Class**
- Interstate
 - Freeway and Expressway
 - Other Principal Arterial
 - Minor Arterial
 - Major Collector
 - Minor Collector
 - Local Road or Street

CLIENT:
VILLAGE OF ALGONQUIN

TITLE:
FUNCTIONAL CLASSIFICATION MAP
 MAIN STREET FROM ALGONQUIN ROAD TO RIVERVIEW DRIVE

PROJ. NO. P230498
 DATE: 11/27/2023
 SHEET 1 OF 1
 DRAWING NO.

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

DSGN.		SCALE:	1:12,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	11/27/2023
FILE:	Functional Classification Map		

EXH

2023 - R - __

VILLAGE OF ALGONQUIN

A RESOLUTION APPROVING THE LOCAL MATCH FOR THE NORTH MAIN STREET RECONSTRUCTION THROUGH THE MCHENRY COUNTY COUNCIL OF MAYORS SURFACE TRANSPORTATION PROGRAM

Whereas, the Village of Algonquin is a member of the McHenry County Council of Mayors; and

Whereas, the McHenry County Council of Mayors has adopted policies for the implementation of the Surface Transportation Program (STP) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and

Whereas, those policies require that to receive STP funding through the Council of Mayors, a project sponsor must submit a STP project application and a resolution stating that the required local 20% match for that project will be available through the life of the project.

Now therefore be it resolved that the Village of Algonquin applies for STP funding for the reconstruction of North Main Street.

Be it further resolved that the Village of Algonquin hereby agrees that it will allocate the required local match for construction costs, estimated to be \$2,553,500.00, to the improvement of the specified route so long as the project is programmed in the McHenry County Council of Mayors' Five-Year Program or is on its Multi-Year list of projects.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



2023 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Christopher Burke Engineering for the Final Design Engineering Services for the North Main Street Reconstruction in the Amount of \$316,239.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

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. Project Understanding

A. General Understanding/Assumptions

The work is called North Main Street Reconstruction. The project includes street resurfacing and reconstruction for Main Street in downtown Algonquin, McHenry County Illinois. The work proposed will be based off of the Main Street Phase I Study from IL 31 South Junction to IL 31 North Junction, which was approved by IDOT on May 30th, 2017. The work will connect the downtown Main Street improvements south of Algonquin Road, constructed in 2019, with the Main Street at Cary Road/Arrowhead Drive Roundabout intersection project constructed in 2023.

As part of the approved Phase I Study, the project will include the following:

- Resurfacing of Main Street from Algonquin Road (IL 62) to Front Street, approximately 300 linear feet
- Reconstruction of Main Street from Front Street to northern project limits at 503 N. Main Street, approximately 1,275 feet
- A road diet from 300' north of Front Street to the project northern terminus, narrowing the total pavement width to approximately 22 feet.
- Streetscape and pedestrian improvements including brick paver sidewalks, trees and tree grates, bike racks, benches, trash receptacles, and pedestrian lighting
- Overhead roadway lighting
- New pedestrian lighting from Algonquin Road (IL 62) to Front Street
- Storm sewer and drainage improvements and utility rehabilitation

The project will also include spot curb and gutter replacement, sidewalk repairs or replacement, and other pedestrian improvements as needed along the resurfacing section of Main Street from Algonquin Road to Front Street. Existing permanent utility easements will be identified within the project limits as part of the work.

It is our understanding the project will be let in Spring 2027 and begin construction Summer 2027. McHenry County Council of Mayors (MCCOM) Surface Transportation Program (STP) funds will be utilized using a 80/20 federal to local funding ratio of construction and construction engineering costs, up to a maximum of \$1,500,000.00. Local

funds will be used for Phase II design engineering and all remaining costs on construction and construction engineering in excess of the maximum awarded STP funding.

This proposal assumes that the following items are not included in scope of the project:

- Water main replacement/reconstruction
- Public Information Meeting

B. Design Criteria
Village/IDOT and ANSI

III. Scope of Services

A. Surveying and Geotechnical Services

Task A.1 – Topographic Survey

CBBEL will perform a Topographic Survey from R/W to R/W of Main Street, with 50' overlap @ sidestreets. (from Algonquin Road. to Ho#521 Main St., 2000' LF±).

The scope of CBBEL's survey effort will include:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation (NAD '83, Illinois East Zone 1201).
2. Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).
3. Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
4. Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits.
5. Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.
6. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

7. Tree Survey: CBBEL will locate all trees over 6” inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by type (deciduous or coniferous) and the size and condition determined as appropriate.
8. Base Mapping: CBBEL will compile all of the above information onto base maps at 1’=20’ scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

Task A.2 – JULIE Coordination

New Utility coordination to be conducted.

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task A.3 – Plat of Highways

A.3.1 – Reconnaissance: CBBEL will field recon the project area in an attempt to discover sufficient right-of-way, property line and Section/Quarter line evidence within the project limits. Research will be performed at the Cook County Recorder’s office to obtain record information to aid in the recovery of the above-mentioned right-of-way, property lines and Section/Quarter lines. This will include contingency costs of title searches for up to 3 properties.

A.3.2 – Parcel Surveys: CBBEL will field locate all property and section\ quarter line evidence discovered during Task A.1. CBBEL will also locate the existing buildings within the parcels affected by the proposed right-of-way takes and easements as required for Task A.3.4.

A.3.3 – Parcel Calculations: Utilizing the information and physical evidence found in Tasks A.3.1 and A.3.2, CBBEL will compute the location of the existing right-of-way, property lines and Section/Quarter lines along with the proposed take and easement lines for this project.

A.3.4 – Drafting of the “Plat of Highway”: CBBEL will compile all the information gathered in Tasks A.3.1 thru A.3.3 on the “Plat of Highway” in a format suitable for submittal to and approval by IDOT.

A.3.5 – Prepare Written Legal Description: CBBEL will prepare written legal descriptions of all permanent right-of-way takes and temporary easements suitable for submittal to and approval by IDOT.

A.3.6 – Final Submittal and Revisions: CBBEL will submit hard and electronic copies of the Plat of Highway, Legal Descriptions and Title Reports for review and approval by IDOT and will make the necessary revisions to the Plat of Highway and Legal Descriptions after the review comments are received.

Task A.4 – Geotechnical Investigation and Certification

A geotechnical investigation was completed as part of the Phase I Study in 2016 by Midland Standard Engineering & Testing, Inc along the length of North Main Street within the proposed Phase II project limits. A total of six borings were sampled within the project limits to a boring depth of 15 feet. The comprehensive investigation included water level and strength measurements, laboratory tests, pavement thicknesses, and subsurface soil profiles. The soils were further tested for metal corrosivity properties and for acceptance into CCDD landfill facilities.

Midland Standard Engineering & Testing will review the Phase I Study investigation and verify if any changes have occurred since 2017. The scope of the work will include five additional shallow depth soil probes and submitting three samples to an analytical laboratory for testing. The objective of the work will be to identify locations where the site can be LPC-663 certified for delivery of excess soil to a CCDD facility. Non-special waste is anticipated on the site based on the previous geotechnical investigation and soil borings for other nearby developments.

B. Phase II Engineering

Task B.1 – Field Reconnaissance

CBBEL Staff will perform a Field Reconnaissance of Main Street with Village staff to identify areas of roadway improvements, curb and gutter replacement, and constructability concerns. The results of the Field Reconnaissance will be reviewed with the Department of Public Works to determine their impact on the estimated construction cost.

Task B.2 – Stormwater Review and Permitting

B.2.1 – Stormwater Review: It is our understanding that during the construction of the Main Street at Cary Road/Arrowhead Drive Roundabout intersection project, residential stormwater runoff issues occurred causing minor property damage. CBBEL is also aware of reports of storm sewer outfall concerns east of Harrison Street from Village staff. While these locations lie outside the project limits as part of the scope of this project, CBBEL will complete a detailed review of all tributary areas, storm sewers, inlets, and existing drainage patterns to determine if any future stormwater needs may be accommodated within the Main Street project corridor.

B.2.2 – Preparation of the Stormwater Pollution Prevent Plan and Notice of Intent:

CBBEL will prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with Part IV of the General National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10. Please note the completion of this task will require narrative, Soil Erosion and Sediment Control Plans (to be completed under a separate task), and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP.

The SWPPP is part of the Notice of Intent (NOI) submitted to the IEPA to obtain coverage under the General NPDES ILR10 Permit. CBBEL will prepare a NOI to the IEPA for the proposed improvements. The approved Phase I Study reported there are no archaeological or historic preservation sites impacted within the corridor nor threatened or endangered species impacts, which will be included in the documentation of the NOI.

Task B.3 – Lighting Design

CBBEL will complete plans to install roadway lighting along Main Street for the full project corridor, and pedestrian lighting along Main Street from Algonquin Road (IL 62) to Front Street. The proposed lighting equipment to be used in the design will be a Village preferred LED luminaire and spun aluminum pole. The proposed lighting system will be powered from a new centrally located lighting controller.

B.3.1 – Preliminary Engineering and Design: Based on Village lighting ordinances and details, and the information collected, a photometric computer analysis will be performed for the proposed roadway cross section and one signalized intersection in accordance with Village, IDOT Design Guidelines for Roadway Lighting and American National Standards Institute – Illuminating Engineering Society of North America (ANSI-IESNA) RP-8-21 requirements. The proposed light pole layout will be prepared using the survey base sheets prepared by CBBEL. The light pole location plans along with the supporting design calculations, photometric analysis and proposed design criteria will be submitted to IDOT and the Village for review and approval.

B.3.2. – Detailed Lighting Design: Upon approval of the photometrics and pole layout from the reviewing agencies, proposed roadway lighting plans/detail sheets and specifications will be prepared. The plan sheets will include the locations of the lighting units along with electric cables/raceways, controllers and handholes. Detail drawings will include light pole and luminaire, concrete foundation, lighting controller cabinet/component schedule/wiring diagram, pole handhole wiring diagram, one line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with the appropriate IDOT/Village standards. Voltage drop calculations, opinion of probable construct cost and summary of quantities will also be performed under this task. The detailed plan design and contract documents will be provided to the Village and IDOT for review.

CBBEL will respond to review comments from the Village and IDOT, revise design and resubmit to the Village and IDOT for final review.

B.3.3 – Utility Coordination: Upon notice to proceed, CBBEL will send a location map to all known utility companies requesting their atlases or plans of their facilities within the project limits. CBBEL will add the received information to the existing conditions plan. CBBEL will then send pre-final plans with potential conflicts identified, to the utility companies to determine any utility relocations or plan adjustments necessary.

B.3.4 – Meetings: CBBEL assumes the following meetings:

1. IDOT Kickoff Meeting
2. IDOT Local Roads
3. IDOT Bureau of Electrical Operations
4. Village of Algonquin
5. Utility Company Site Meeting

B.3.5 – Pre-Final Plans and Specifications: CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of construction duration, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with applicable Village and IDOT design criteria for a federally funded roadway project.

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village and IDOT for review.

A set of pre-final plans will be submitted to utility companies for verification of facilities.

B.3.6 – Engineer’s Opinion of Probable Construction Cost: CBBEL will prepare an EOPCC and submit to the Village for review and approval prior to letting the plans for bidding.

B.3.7 – Final Plans: Upon meeting with the Village staff and IDOT to review their comments on the pre-final submittal, CBBEL will revise and finalize the plans. A final opinion of probable construction cost itemized by IDOT coded pay items will be prepared.

Task B.4 – Traffic Signal Design

The roadway project will require modifications to the IL 62 (Algonquin Rd) at Main Street traffic signal installation. The detector loops will be disrupted by the roadway grinding/resurfacing operations. In addition, the north approach of Main Street will have a new crosswalk and ADA curb ramps. With PROWAG being finalized, this work will constitute an alternation to the intersection and will require the intersection pushbuttons to be upgraded to APS (Accessible Pedestrian Signals). APS installations

include installing a separate pushbutton for each crosswalk, unlike the “dual” pushbuttons currently present at the intersection. The tasks B.4.1 through B.4.4 detail the effort required to develop Traffic Signal Modification Plans to restore detector loop functionality and meet current PROWAG policy requirements.

B.4.1 – Data Collection: CBBEL will conduct a field reconnaissance and inventory the existing traffic signal equipment for the intersection of IL 62 (Algonquin Rd) at Main Street.

B.4.2 – Base Sheet Preparation: CBBEL will develop the base sheets for the traffic signal plan sheets at a scale of 1” = 20’. CAD from the previous IDOT permit for detector loop work (April 2020) at the intersection will be used to reduce the total amount of effort. Modifications will be made to incorporate the proposed roadway and sidewalk design.

B.4.3 – Traffic Signal Modification and Cable Plan: As part of the Main Street Improvement project, the intersection of IL 62 (Algonquin Rd) and Main Street will be modified to restore the detector loop functionality and replace the existing dual call pushbuttons with APS equipment on new posts and foundations. This task includes developing the traffic signal modification plan sheets, cable plan, phase designation diagram, and emergency vehicle preemption sequence.

B.4.4 – Traffic Signal Specifications and Estimate: This task includes all traffic signal special provisions for the project. Standard IDOT special provisions will be used as applicable. In addition, CBBEL will provide an engineer’s opinion of probable construction cost estimate for the traffic signal work with each PS&E submittal, and QA/QC for all traffic signal work.

Task B.5 – Plans, Specifications and Estimates

CBBEL anticipates the following for the plans, specifications, and estimates:

- Cover Sheet
- General Notes, Index, and List of Standards
- Typical Sections
- Summary of Quantities
- Schedule of Quantities
- Alignment, Ties, and Benchmarks
- Maintenance of Traffic
- Existing Conditions and Removal Plans
- Proposed Roadway Plan and Profile
- Proposed Utility Plan and Profile
- Pavement Marking and Signing Plans
- Soil Erosion and Sediment Control Notes and Details
- Soil Erosion and Sediment Control Sheets
- Landscape Plan
- ADA Ramp Details
- Construction Details

- Cross Sections
- IDOT Standards
- Right-of-Way Verification
- Quantity Calculations
- Estimate of Working Days
- Construction Cost Estimate
- Special Provisions
- PESA Response – CBBEL will provide IDOT with a PESA response for all excavation within IDOT right-of-way (traffic signals, ADA ramps, roadway lighting, pavement, etc.). The PESA response will be used by IDOT to identify special provisions and quantities for areas of non-special waste.

Task B.6 – QA/QC

The CBBEL QA/QC plan emphasizes an integrated project development process, with a guiding principle to ensure cost effective and practical infrastructure management that advocates a safe, constructible and cost-effective design solution that minimizes change orders and schedule delays.

The QA/QC Manager will perform a comprehensive evaluation of the following items throughout the design process.

- Scoping/field checks
- Submittals
- Design calculations
- Computer inputs/outputs
- Documentation of decisions and directives
- Pay items and quantity calculations
- Project records
- Compliance statements
- Pre-Final and Final Plan format and content

The Project Manager manages the overall project quality control’s process and, through the QA/QC Manager, assigns qualified senior quality reviewers for pending deliverables as required.

Task B.7 – Land Acquisition Services

CBBEL will retain Santacruz Land Acquisition to perform land acquisition services for the project. These services will include appraisals, review appraisals, negotiation services, closing/certification and project management for the project. The timing of this work will be discussed at the Local Agency Kickoff Meeting.

Testimony in court by the appraiser, review appraiser, and negotiator as witness on behalf of the Village of Algonquin, if applicable, during eminent domain trials is not included in this proposal.

It is anticipated that some changes to the plans will come out of the land acquisition negotiation process. CBBEL will provide support during the land acquisition process

including revisions to the construction documents and meetings with property owner as needed.

It is estimated that approximately 3 parcels will be affected.

Task B.8 – Project Management

This task will include overall project administration and work force planning/allocation, and planning, organizing, and controlling resources, procedures, and protocols to successfully complete the project with an emphasis on scope, schedule, quality, and budget.

C. Coordination

Task C.1 – Village Meetings/Coordination

This proposal assumes 6 Meetings with the Village. It is assumed there will not be a public information meeting.

Task C.2 – Stakeholder Meetings

This proposal assumes 4 Meetings with Stakeholders to identify and address concerns with the proposed project.

D. Deliverables

PDF of Pre-Final Engineering Plans, Specifications and Estimate
PDF of Final Engineering Plans, Specifications and Estimate

E. Services by Others

Not Applicable

F. Information to be Provided by Client

Village analysis of the existing sanitary sewer, storm sewer, or other utility conditions for rehabilitation or replacement.

G. Not included in Work Order

Not Applicable

IV. Man-Hour & Fee Summary

A. Surveying & Geotechnical Services

Task A.1 Topographic Survey

Survey V	2 hrs x \$205/hr	=	\$ 410
Survey IV	5 hrs x \$190/hr	=	\$ 950
Survey III	10 hrs x \$165/hr	=	\$ 1,650
Survey II	44 hrs x \$140/hr	=	\$ 6,160
Survey I	44 hrs x \$105/hr	=	\$ 4,620
CAD Manager	24 hrs x \$170/hr	=	\$ 4,080
			<u>\$17,870</u>

Task A.2 JULIE Coordination

CAD Manager	24 hrs x \$170/hr	=	\$ 4,080
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Task A.3 Plat of Highways

Survey V	3 hrs x \$205/hr	=	\$ 615
Survey IV	20 hrs x \$190/hr	=	\$ 3,800
Survey III	3 hrs x \$165/hr	=	\$ 495
Survey II	24 hrs x \$140/hr	=	\$ 3,360
Survey I	24 hrs x \$105/hr	=	\$ 2,520
CAD Manager	32 hrs x \$170/hr	=	\$ 5,440
Direct Costs			<u>\$ 2,200</u>
			\$18,430

Task A.4 Geotechnical Investigation and Certification

Midland Standard Engineering & Testing	=	\$6,749
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Subtotal Task A \$ 47,129

B. Phase II Engineering

Task B.1 Field Reconnaissance

Engineer V	8 hrs x \$190/hr	=	\$ 1,520
Engineer III	8 hrs x \$140/hr	=	<u>\$ 1,120</u>
			\$ 2,640

Task B.2 Stormwater Review

Engineer V	2 hrs x \$190/hr	=	\$ 380
Engineer IV	8 hrs x \$155/hr	=	\$ 1,240
Engineer III	18 hrs x \$140/hr	=	\$ 2,520
Engineer I/II	18 hrs x \$115/hr	=	\$ 2,070
CAD Manager	4 hrs x \$170/hr	=	<u>\$ 680</u>
			\$ 6,890

Task B.3 Lighting Design

Engineer VI	4 hrs x \$225/hr	=	\$ 900
Engineer V	22 hrs x \$190/hr	=	\$ 4,180
Engineer IV	36 hrs x \$155/hr	=	\$ 5,580
Engineer III	136 hrs x \$140/hr	=	\$ 19,040
CAD Manager	12 hrs x \$170/hr	=	\$ 2,040
CAD II	8 hrs x \$125/hr	=	\$ 1,000
Administrative	28 hrs x \$95/hr	=	<u>\$ 2,660</u>
			\$ 35,400

Task B.4 Traffic Signal Design

Engineer VI	4 hrs x \$225/hr	=	\$ 900
Engineer V	4 hrs x \$190/hr	=	\$ 760
Engineer III	40 hrs x \$140/hr	=	\$ 5,600
CAD II	26 hrs x \$125/hr	=	<u>\$ 3,250</u>
			\$ 10,510

Task B.5 Plans, Specifications, and Estimates			
Engineer VI	112 hrs x \$225/hr	=	\$25,200
Engineer V	140 hrs x \$190/hr	=	\$26,600
Engineer IV	180 hrs x \$155/hr	=	\$27,900
Engineer III	160 hrs x \$140/hr	=	\$22,400
Engineer I/II	160 hrs x \$115/hr	=	\$18,400
CAD Manager	136 hrs x \$170/hr	=	<u>\$23,120</u>
			\$143,620

Task B.6 QA/QC			
Engineer VI	20 hrs x \$225/hr	=	\$ 4,500
Engineer V	26 hrs x \$190/hr	=	\$ 4,940
Engineer IV	16 hrs x \$155/hr	=	\$ 2,480
Engineer III	10 hrs x \$140/hr	=	<u>\$ 1,400</u>
			\$13,320

Task B.7 Land Acquisition Services			
Santacruz Land Acquisition		=	\$27,750

Task B.8 Project Management			
Engineer VI	16 hrs x \$225/hr	=	\$ 3,600
Engineer V	28 hrs x \$190/hr	=	\$ 5,320
Engineer IV	34 hrs x \$155/hr	=	<u>\$ 5,270</u>
			\$14,190

Subtotal Task B \$ 254,320

C. Meetings/Coordination

Task C.1 Village Meetings/Coordination			
Engineer V	18 hrs x \$190/hr	=	\$ 3,420
Engineer IV	18 hrs x \$155/hr	=	\$ 2,790
Engineer III	18 hrs x \$140/hr	=	<u>\$ 2,520</u>
			\$ 8,730

Task C.2 Stakeholder meetings			
Engineer V	8 hrs x \$225/hr	=	\$ 1,800
Engineer IV	8 hrs x \$190/hr	=	\$ 1,520
Engineer III	8 hrs x \$155/ hr	=	<u>\$ 1,240</u>
			\$ 4,560

Subtotal Task C \$ 13,290

Subtotal			\$ 314,739
Direct Costs			\$ 1,500
Not-to Exceed Fee	=		\$ 316,239

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President _____

Date: 11/17/2023 _____

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023