

**COMMITTEE OF THE WHOLE
MARCH 12, 2024
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:30 P.M.**

Trustee Auger – Chairperson
Trustee Spella
Trustee Glogowski
Trustee Dianis
Trustee Smith
Trustee Brehmer
President Sosine

AGENDA

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
- 3. Community Development**
 - A. Consider the 2024 Zoning Map
 - B. Consider a Non-Exclusive Licensing Agreement with Knockout Management, LLC and Cattleman's Burger & Brew, Inc. for the Use of Certain Village Property
 - C. Consider a Non-Exclusive Licensing Agreement with Calatorti Inc. (dba) Cucina Bella, for the Use of Certain Village Property
 - D. Consider a Non-Exclusive Licensing Agreement with Whiskey and Wine, Inc., for the Use of Certain Village Property
 - E. Consider a Non-Exclusive Licensing Agreement with Bold American Fare, Inc., for the Use of Certain Property and to Allow for Live Entertainment
- 4. General Administration**
 - A. Review the Proposed 2024-2025 General Fund Budget
 - B. Review the Proposed 2024-2025 Other Fund Budget
- 5. Public Works & Safety**
 - A. Consider an Agreement with Buildings Paving, LLC for the Willoughby Farms Section 1 Rehab Project
 - B. Consider an Agreement with CBBEL for the Construction Oversight for the Willoughby Farms Section 1 Rehab Project
 - C. Consider an Agreement with Yellowstone Landscape for the 2024 Downtown Landscape Maintenance
 - D. Consider an Agreement with Fox Valley Fire & Safety for the Conversion of the Ganek Municipal Center Upper-Level Sprinkler System to an Antifreeze Filled System
 - E. Consider an Agreement with Corrective Asphalt Materials, LLC for the 2024 Reclamite Project
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



Village of Algonquin

2200 Harnish Drive, Algonquin, IL
(847) 658-2700 | www.algonquin.org

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	March 12, 2024
<u>SUBMITTED BY:</u>	Patrick M. Knapp, AICP, Community Development Deputy Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	2024 Zoning Map Update

ACTION REQUESTED:

Staff is requesting the Village Board to approve the 2024 Zoning Map. The Village is required to approve the map before April 1st, 2024.

DISCUSSION:

Summarized below is a list of changes that have been made to the 2023 Zoning Map. The changes below have both been made to the Village's paper map and the interactive Zoning Map.

Zoning Changes:

- Added a Special Use to Enclave Lot 3/1721, 1723 South Randall Road/Chipotle, First Watch
- Added a Special Use to Enclave Lot 4/1731 South Randall Road/Lazy Dog
- Added a Special Use to 3031 Broadsmore Drive
- Added a Special Use to 2652 West Algonquin Road
- Added a Special Use to 1500 East Algonquin Road
- Added the rezoning of 1311 Merrill Avenue from B-1 to R-1
- Added the resubdivision of Trails of Woods Creek Phase II
- Added a Preliminary PUD to the Parcel between County Line Rd and Williamsburg Dr
- Added a PUD to 1325 South Main Street

Corrections:

- Corrected the Planning Boundaries to reflect recent Boundary Agreements

RECOMMENDATION:

Staff recommends advancing the 2024 Zoning Map to the Village Board for approval.

ATTACHMENTS:

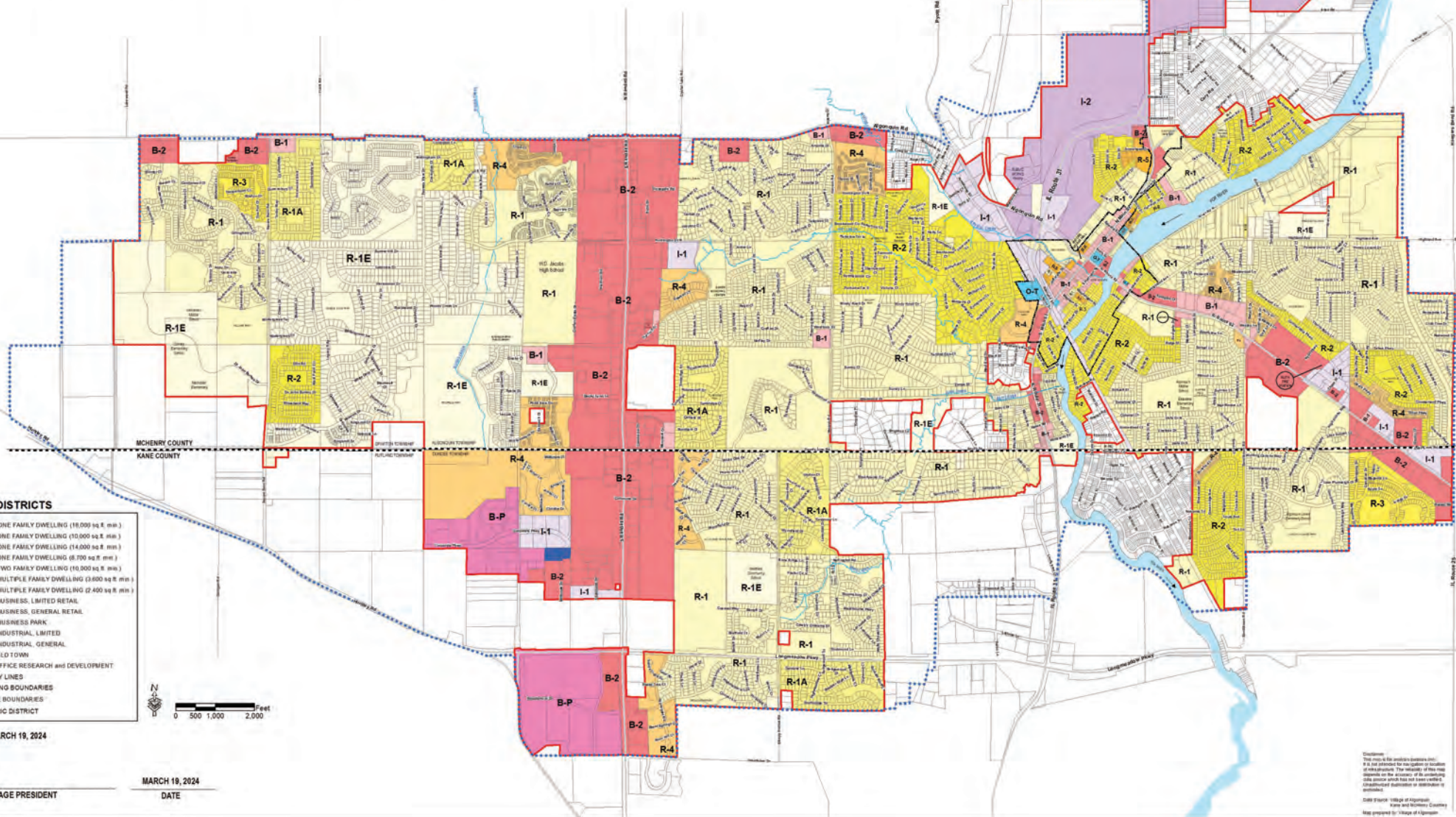
Exhibit A – 2024 Zoning Map



VILLAGE OF ALGONQUIN

McHENRY / KANE COUNTY, ILLINOIS

ZONING DISTRICTS 2024



ZONING DISTRICTS

R-1E	ONE FAMILY DWELLING (10,000 sq ft min.)
R-1	ONE FAMILY DWELLING (10,000 sq ft min.)
R-1A	ONE FAMILY DWELLING (14,000 sq ft min.)
R-2	ONE FAMILY DWELLING (8,700 sq ft min.)
R-3	TWO FAMILY DWELLING (10,500 sq ft min.)
R-4	MULTIPLE FAMILY DWELLING (3,600 sq ft min.)
R-5	MULTIPLE FAMILY DWELLING (2,400 sq ft min.)
B-1	BUSINESS, LIMITED RETAIL
B-2	BUSINESS, GENERAL RETAIL
B-P	BUSINESS PARK
I-1	INDUSTRIAL, LIMITED
I-2	INDUSTRIAL, GENERAL
O-T	OLD TOWN
	ORAD OFFICE RESEARCH and DEVELOPMENT
---	COUNTY LINES
---	PLANNING BOUNDARIES
---	VILLAGE BOUNDARIES
---	HISTORIC DISTRICT

REVISED : MARCH 19, 2024

MARCH 19, 2024

VILLAGE PRESIDENT _____ DATE _____

Disclaimer: This map is for informational purposes only. It is not intended to be used as a basis for any legal action. The village of Algonquin, Illinois, is not responsible for any errors or omissions on this map. The village of Algonquin, Illinois, is not responsible for any errors or omissions on this map. The village of Algonquin, Illinois, is not responsible for any errors or omissions on this map.



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AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	March 12, 2024
<u>SUBMITTED BY:</u>	Patrick M Knapp AICP, Deputy Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Consider a Non-Exclusive Licensing Agreement with Knockout Management, LLC and Cattleman's Burger & Brew, Inc.

ACTION REQUESTED:

Cattleman's Burger & Brew, Inc. is requesting to utilize Village Property on the north side of their building for seasonal outdoor dining.

DISCUSSION:

This 1-season Non-Exclusive License Agreement will permit the use of village property for outdoor dining between April 15, 2024, and November 1, 2024. The License Agreement will also require that the outdoor dining space be kept in good condition, conform to local and state liquor laws, and maintain at least a 5-foot wide pedestrian corridor outside of the outdoor dining area. If any of the conditions of the agreement are not met, the village has the right to terminate the license.

RECOMMENDATION:

Staff is recommending approval of the Non-Exclusive License Agreement.

ATTACHMENTS:

- Non-Exclusive License Agreement
- Exhibit A: Outdoor Patio Area

NON-EXCLUSIVE LICENSE AGREEMENT

This NON-EXCLUSIVE LICENSE AGREEMENT (“Agreement”) is made by the Village of Algonquin (the “Village”) and Knockout Management, LLC, as owner of certain property (“Knockout Management”) and Cattlemans Burger & Brew, Inc., as a tenant (“Cattlemans”), collectively referred to as “Licensees”.

RECITALS:

Knockout Management, LLC is the legal titleholder of property located at 205 South Main Street and legally described as follows:

THE SOUTHWESTERLY 26.5 FEET OF LOT 3 IN BLOCK 9 IN PLUMLEIGH’S ADDITION TO ALGONQUIN, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF FOX FIVER, AND PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EAST OF CHICAGO AND NORTHWESTERN RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1860 IN BOOK 28 OF DEEDS, PAGE 400, IN MCHENRY COUNTY, ILLINOIS.

PIN: 19-34-107-009 (the “Property”)

The Village is the legal titleholder of the property assigned PIN 19-34-107-019 which consists of an alley that is located along the north side of the Property (“Alley”).

Knockout Management owns the building where Cattlemans operates a restaurant on the Property known as Cattlemans Burger & Brew, as a part of the restaurant, said Licensees wish to utilize an area of the Village’s Alley north of the property line of the Property for an outside eating area. Said eating area, which is referred to herein as the “Outdoor Patio” is depicted on the Site Plan attached hereto and incorporated herein as “Exhibit A”.

Cattlemans plans to apply for an auxiliary outdoor liquor license to serve alcohol within said Outdoor Patio.

Licensees are requesting that the Village grant them a non-exclusive license for giving them the right to utilize the Alley for the proposed Outdoor Patio. The Village is willing to do so provided that the Licensees provide the Village with certain assurances and the releases as herein defined.

Accordingly, the Village and Licensees agree as follows:

1. The Village hereby grants to Licensees a non-exclusive license with respect to the surface portion of the Alley in the location depicted on Exhibit A for the operation of the Outdoor Patio for food and alcohol sales and service as part of the Cattleman's Burger & Brew restaurant establishment.

2. Said non-exclusive license is terminable at the sole discretion of the Village and shall terminate no later than October 31, 2024.

3. Licensees have examined and know the condition of the Alley and have received the same in good repair, and acknowledge that no representations as to the condition and repair thereof, and no agreements or promises to alter, repair or improve the Outdoor Patio, have been made by the Village.

4. Licensees agree that they are solely responsible for maintaining the Alley and Outdoor Patio and will remove any trash or debris that accumulates on the Alley. If the Alley is not kept in good repair and in a clean, sightly and healthy condition by Licensees, the Village may enter the licensed premises without such entering constituting an interference with the possession of the Outdoor Patio by Licensees, and the Village may make any and all repairs necessary to restore the Alley to its original condition and Licensees agree to pay the Village any expenses it may incur in restoring the Alley to its original condition as a result of damages caused by Licensees' use.

5. Licensees have requested permission to install fencing that will surround the Outdoor Patio. The Village agrees to allow fencing with an ornamental design to be installed to surround the outside eating area so long as it is in compliance with the location as depicted on Exhibit A; said fencing shall be subject to final design approval and inspection by the Village prior to the Outdoor Patio opening for business. The fencing, if approved, shall not be attached to the surface of the Alley in a permanent manner. At the end of this non-exclusive license, Licensees shall remove the fencing and shall ensure that the Alley is in the same condition of cleanliness and repair as at the beginning of this non-exclusive license. All fencing, chairs and tables can be placed on the Outdoor Patio on April 15 and must be removed by November 1 of

each year. If the fencing, chairs, tables and other items are not removed by November 1, the Village may remove the items without notice at the Licensees' expense.

6. Licensees shall allow the Village free access to the Outdoor Patio for the purpose of examining the same, or to make any repairs or alterations thereof which the Village may see fit to make, and to ensure that the use of the Outdoor Patio is in compliance with the Village Municipal Code. Licensees further agree not to obstruct pedestrian access to and around said Alley and shall provide for at least a 5-foot wide pedestrian access outside the Outdoor Patio fencing area.

7. Licensees agree that the Outdoor Patio will comply with all applicable statutes, codes and ordinances, including the Americans with Disabilities Act. Licensees shall abide by all provisions of the Village Municipal Code.

8. Licensees understand and agree that they must obtain an auxiliary liquor license pursuant to Chapter 33, Liquor Control and Liquor Licensing, of the Village Municipal Code.

9. Licensees understand and agree that a controlled point of access shall be maintained at all times, for access into the Outdoor Patio. Cattleman shall establish a hostess station to be staffed at all times by an employee to restrict access into the Outdoor Patio to other employees / servers, and customers that have already been seated in the Outdoor Patio.

10. The parties agree that the Village is not liable to the Licensees for any damage or injury to them or their personal property situated on said Outdoor Patio area regardless of the cause of said damage or injury. All claims for any such damage or injury are expressly waived by the Licensees.

11. Licensees agree that they and their successors and assigns shall hold harmless, indemnify and reimburse the Village, its officials, employees, successors and assigns for any and all liabilities, including but not limited to attorney's fees, claims and judgments, arising from or in connection with this non-exclusive license and the operation of said Outdoor Patio and including any incidents associated with the sale and consumption of alcohol on the Outdoor Patio, excepting those negligent acts or omissions of the Village.

12. Licensees assume liability for all injury to or death of any person or persons including employees of Cattlemans, any supplier or any other person and assumes liability for all damage to property sustained by any person related to Licensees' use of the Property.

13. Licensees shall maintain the following insurance policies with limits no less than:

a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.

b. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

c. Liquor Liability: Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

In addition, the policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Liquor Liability Coverages.

a. The Village is to be covered as an insured with respect to liability arising out of activities performed by or on behalf of Licensees and the Outdoor Patio. The premises included in the policy shall specifically include the Outdoor Patio area. The coverage shall contain no special limitations on the scope of protection afforded to the Village except coverage for the Village will be limited to the Outdoor Patio area.

b. Licensees' insurance coverage shall be the primary coverage with respect to the Village. Any insurance or self-insurance maintained by the Village shall be excess of Licensee's insurance and shall not contribute to it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village.

d. Licensees' insurance shall contain a Severability of Interests/Cross Liability clause or language stating Licensees' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The insurer shall agree to waive all rights of subrogation against the Village for losses arising from work performed by Licensees.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Licensees shall furnish the Village with certificates of insurance naming the Village as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village. Other additional insured endorsements may be utilized if they provide a scope of coverage at least as broad as the coverage stated on such endorsement. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

14. This Agreement shall not be amended except upon written agreement of all Parties and ratified by Board action except as outlined in paragraph 2 herein.

15. This Agreement shall not be assignable by Licensees without the prior written consent of the Village which shall not be unreasonably denied.

16. Licensees shall pay upon demand all the Village's costs, charges and expenses, including fees of attorneys, agents and others retained by the Village, incurred in enforcing any of the obligations of Licensees under this non-exclusive license or in any litigation, negotiation or transaction in which the Village shall, without the Village's fault, become involved through or on account of this non-exclusive license.

17. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition and validity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. All of the obligations of the Licensees outlined in this Agreement are the joint and several responsibilities of Knockout Management and Cattlemans.

19. This Agreement may be recorded by Licensees with the McHenry County Recorder of Deeds office.

Dated this _____ day of _____, 2024.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, Village Manager

ATTEST:

Fred Martin, Village Clerk

KNOCKOUT MANAGEMENT, LLC

By: _____
Michael Gallo, its Manager and
authorized agent

CATTLEMANS BURGER & BREW, INC.

By: _____
Michael Gallo, its President and
authorized agent

Exhibit A: Cattleman's Outdoor Dining Area





Village of Algonquin

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AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	March 12, 2024
<u>SUBMITTED BY:</u>	Patrick M Knapp AICP, Deputy Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Consider a Non-Exclusive Licensing Agreement with Calatorti Inc.

ACTION REQUESTED:

Cucina Bella via Calatori Inc. is requesting to utilize Village Property on the south side of their building for seasonal outdoor dining.

DISCUSSION:

This 4-season Non-Exclusive License Agreement will permit the use of village property for outdoor dining between April 15, 2024, and November 1, 2027. Each season the fencing, tables, and chairs will need to be removed by November 1 and cannot be placed before April 15. The License Agreement will also require that the outdoor dining space be kept in good condition, conform to local and state liquor laws, and maintain at least a 5-foot wide pedestrian corridor outside of the outdoor dining area. If any of the conditions of the agreement are not met, the village has the right to terminate the license

RECOMMENDATION:

Staff is recommending approval of the Non-Exclusive License Agreement.

ATTACHMENTS:

- Non-Exclusive License Agreement
- Exhibit A: Outdoor Patio Area

NON-EXCLUSIVE LICENSE AGREEMENT

This NON-EXCLUSIVE LICENSE AGREEMENT (“Agreement”) is made by the Village of Algonquin (the “Village”) and Anthony Bellino as Trustee of The Gottardo Revocable Living Trust, as owner of certain property (“Trust”) and Colatorti, Inc., as a tenant (“Colatorti”), collectively referred to as “Licensees”.

RECITALS:

The Gottardo Revocable Living Trust is the legal titleholder of property located at 216-220 South Main Street and legally described as follows:

Lot 7 in Block 8 in Plumleigh’s Addition to Algonquin, being a subdivision of part of the Northwest Quarter of Section 34, Township 43 North, Range 8 East of the Third Principal Meridian, West of the Fox River, and part of the Northeast Quarter of Section 33, Township 43 North, Range 8 East of the Third Principal Meridian, East of the Chicago and Northwestern Railroad, according to the Plat thereof recorded March 24, 1860 in Book 28 on Deeds, Page 400, in McHenry County, Illinois.

PIN: 19-34-106-012 (the “Property”)

The Village is the legal titleholder of the sidewalk that is located along the south side of the Property abutting Washington Street (“Sidewalk”).

The Trust owns the building where Colatorti operates a restaurant on the Property known as Cucina Bella and, as a part of the restaurant, said Licensees wish to utilize an area of the Village’s sidewalk abutting Washington Street between the west and east property lines of the Property for an outdoor eating area. Said outdoor eating area, which is referred to herein as the “Outdoor Patio” is depicted on the Site Plan attached hereto and incorporated herein as “Exhibit A”.

Colatorti plans to apply for an auxiliary outdoor liquor license to serve alcohol within said Outdoor Patio.

Licensees are requesting that the Village grant them a non-exclusive license giving them the right to utilize the Sidewalk for the proposed Outdoor Patio. The Village is willing to do so provided that the Licensees provide the Village with certain assurances and the releases as herein defined.

Accordingly, the Village and Licensees agree as follows:

1. The Village hereby grants to Licensees a non-exclusive license with respect to the surface portion of the Sidewalk in the location depicted on Exhibit A for the operation of the Outdoor Patio for food and alcohol sales and service as part of the Cucina Bella restaurant establishment.

2. Licensees have examined and know the condition of the Sidewalk and have received the same in good repair, and acknowledge that no representations as to the condition and repair thereof, and no agreements or promises to alter, repair or improve the Sidewalk, have been made by the Village.

3. Licensees agree that they are solely responsible for maintaining the Sidewalk and Outdoor Patio and will remove any trash or debris that accumulates on the Sidewalk. Licensees have requested permission to install fencing that will surround the outside eating area. The Village agrees to allow fencing with an ornamental design to be installed to surround the outside eating area so long as it is in compliance with the location as depicted on Exhibit A; said fencing shall be subject to final design approval and inspection by the Village prior to the Outdoor Patio opening for business. The fencing, if approved, shall not be attached to the surface of the Sidewalk in a permanent manner. At the end of this non-exclusive license, Licensees shall remove the fencing and shall ensure that the Sidewalk is in the same condition of cleanliness and repair as at the beginning of this non-exclusive license. If the Sidewalk is not kept in good repair and in a clean, sightly and healthy condition by Licensees, the Village may enter the licensed premises without such entering constituting an interference with the possession of the Outdoor Patio by Licensees, and the Village may make any and all repairs necessary to restore the Sidewalk to its original condition and Licensees agree to pay the Village any expenses it may incur in restoring the Sidewalk to its original condition as a result of damages caused by Licensees' use.

4. Said non-exclusive license is terminable at the sole discretion of the Village and shall terminate no later than October 31, 2027. All fencing, chairs and tables can be placed on the Outdoor Patio on April 15 and must be removed by November 1 of each year. If the fencing,

chairs, tables and other items are not removed by November 1, the Village may remove the items without notice at the Licensees' expense.

5. Licensees shall allow the Village free access to the Outdoor Patio for the purpose of examining the same, or to make any repairs or alterations thereof which the Village may see fit to make, and to ensure that the use of the Outdoor Patio is in compliance with the Village Municipal Code. Licensees further agree not to obstruct pedestrian access along said Sidewalk and shall provide for at least a 5-foot wide pedestrian access outside the Outdoor Patio fencing area that does not conflict with the tree grates as depicted in Exhibit A. A 5-foot wide pedestrian access shall also be provided outside the Outdoor Patio, including when the gate is fully opened.

6. Licensees agree that the Outdoor Patio will comply with all applicable statutes, codes and ordinances, including the Americans with Disabilities Act. Licensees shall abide by all provisions of the Village Municipal Code.

7. Colatorti understands and agrees that it must obtain an auxiliary liquor license pursuant to Chapter 33, Liquor Control and Liquor Licensing, of the Village Municipal Code.

8. Colatorti understands and agrees that a controlled point of access shall be maintained at all times, for access into the Outdoor Patio. Colatorti shall establish a hostess station to be staffed at all times by an employee to restrict access into the Outdoor Patio to other employees / servers, and customers that have already been seated in the Outdoor Patio.

9. String lights shall be permitted within the Outdoor Patio so long as they are in compliance with those depicted in Exhibit B.

10. The parties agree that the Village is not liable to the Licensees for any damage or injury to them or their personal property situated on said Sidewalk both inside and outside the fencing of the Outdoor Patio area regardless of the cause of said damage or injury. All claims for any such damage or injury are expressly waived by the Licensees.

11. Licensees agree that they and their successors and assigns shall hold harmless, indemnify and reimburse the Village, its officials, employees, successors and assigns for any and all liabilities, including but not limited to attorney's fees, claims and judgments, arising from or

in connection with this non-exclusive license and the operation of said Outdoor Patio and including any incidents associated with the sale and consumption of alcohol on the Outdoor Patio, excepting those negligent acts or omissions of the Village.

12. Licensees assume liability for all injury to or death of any person or persons including employees of Colatorti, any supplier or any other person and assumes liability for all damage to property sustained by any person related to Licensees' use of the Property.

13. Licensees shall maintain the following insurance policies with limits no less than:

a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.

b. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

c. Liquor Liability: Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

In addition, the policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Liquor Liability Coverages.

a. The Village is to be covered as an insured with respect to liability arising out of activities performed by or on behalf of Licensees and the Outdoor Patio. The premises included in the policy shall specifically include the Outdoor Patio area. The coverage shall contain no special limitations on the scope of protection afforded to the Village except coverage for the Village will be limited to the Outdoor Patio area.

b. Licensees' insurance coverage shall be the primary coverage with respect to the Village. Any insurance or self-insurance maintained by the Village shall be excess of Licensee's insurance and shall not contribute to it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village.

d. Licensees' insurance shall contain a Severability of Interests/Cross Liability clause or language stating Licensees' insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The insurer shall agree to waive all rights of subrogation against the Village for losses arising from work performed by Licensees.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Licensees shall furnish the Village with certificates of insurance naming the Village as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village. Other additional insured endorsements may be utilized if they provide a scope of coverage at least as broad as the coverage stated on such endorsement. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

14. This Agreement shall not be amended except upon written agreement of all Parties and ratified by Board action except as outlined in paragraph 2 herein.

15. This Agreement shall not be assignable by Licensees without the prior written consent of the Village which shall not be unreasonably denied.

16. Licensees shall pay upon demand all the Village's costs, charges and expenses, including fees of attorneys, agents and others retained by the Village, incurred in enforcing any of the obligations of Licensees under this license or in any litigation, negotiation or transaction in which the Village shall, without the Village's fault, become involved through or on account of this non-exclusive license.

17. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition and validity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. All of the obligations of the Licensees outlined in this Agreement are the joint and several responsibilities of the Trust and Colatorti.

19. This Agreement may be recorded by Licensees with the McHenry County Recorder of Deeds office.

Dated this _____ day of _____, 2024.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, Village Manager

ATTEST:

Fred Martin, Village Clerk

The Gottardo Revocable Living Trust

By: _____
Anthony Bellino, as Trustee and
authorized agent

COLATORTI, INC.

By: _____
Anthony , its President and
authorized agent

Exhibit A: Cucina Bella Outdoor Dining Area





Village of Algonquin

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AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	March 12, 2024
<u>SUBMITTED BY:</u>	Patrick M Knapp AICP, Deputy Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Consider a Non-Exclusive Licensing Agreement with Whiskey and Wine, Inc.

ACTION REQUESTED:

Greg Geigel, the owner of Whisky and Wine, is requesting to utilize Village Property on the north side of the building for outdoor dining and live music.

DISCUSSION:

This 4-season Non-Exclusive License Agreement will permit the use of village property for outdoor dining and live acoustic music between April 15, 2024, and November 1, 2027. The License Agreement will require that live acoustic performances only occur between noon and 9:30 pm and that the outdoor dining space be kept in good condition and conform to local and state liquor laws. If any of the conditions of the agreement are not met, the village has the right to terminate the license.

RECOMMENDATION:

Staff is recommending approval of the Non-Exclusive License Agreement.

ATTACHMENTS:

- Non-Exclusive License Agreement
- Exhibit A: Outdoor Patio Area

NON-EXCLUSIVE LICENSE AGREEMENT

This NON-EXCLUSIVE LICENSE AGREEMENT (“Agreement”) is made by the Village of Algonquin (the “Village”) and GKG Property, LLC, as owner of certain property (“GKG Property”) and Whiskey and Wine, LLC, as a tenant (“Whiskey and Wine”), collectively referred to as “Licensees”.

RECITALS:

GKG Property, LLC is the legal titleholder of property located at 103-111 South Main Street and legally described as follows:

PARCEL 1: THAT PART OF LOT 1 IN BLOCK 9 IN PLUMLEIGH’S ADDITION TO ALGONQUIN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF MAIN STREET, BEING ALSO THE NORTHWESTERLY LINE OF SAID LOT 1, THAT IS 133.05 FEET NORTHEASTERLY, (MEASURED ALONG SAID NORTHWESTERLY LINE) FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE SOUTHEASTERLY, 132.75 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1, THAT IS 134.1 FEET NORTHEASTERLY, (MEASURED ALONG SAID SOUTHEASTERLY LINE), FROM THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 35.9 FEET; THENCE NORTHWESTERLY, 133.2 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF MAIN STREET, THAT IS 37.29 FEET NORTHEASTERLY FROM THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, 37.29 FEET TO PLACE OF BEGINNING, SAID ADDITION BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1860, IN BOOK 28 OF DEEDS, PAGE 400, IN MCHENRY COUNTY, ILLINOIS,

PARCEL 1A: PART OF LOT 1 IN BLOCK 9 IN PLUMLEIGH’S ADDITION TO ALGONQUIN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF MAIN STREET, BEING ALSO THE NORTHWESTERLY LINE OF SAID LOT 1 THAT IS 133.05 FEET NORTHEASTERLY (MEASURED ALONG SAID NORTHWESTERLY LINE), FROM THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY, 132.75 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1, THAT IS 134.1 FEET NORTHEASTERLY, (MEASURED ALONG SAID SOUTHEASTERLY LINE), FROM THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, 14.8 FEET; THENCE NORTHWESTERLY, 132.75 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF MAIN STREET, THAT IS 14.14 FEET SOUTHWESTERLY FROM THE PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE, 14.14 FEET TO THE PLACE OF BEGINNING, SAID ADDITION BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1860, IN BOOK 28 OF DEEDS, PAGE 400, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 1B: A NON-EXCLUSIVE EASEMENT COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF MAIN STREET, BEING, ALSO THE NORTHWESTERLY LINE OF SAID LOT 1 THAT IS 170.34 FEET NORTHEASTERLY (MEASURED ALONG SAID NORTHWESTERLY LINE) FROM THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY 87.0 FEET FOR THE PLACE OF BEGINNING, BEING ALONG A LINE THAT IF EXTENDED WOULD INTERSECT THE SOUTHEASTERLY LINE OF SAID LOT 1 AT A POINT 170.0 FEET NORTHEASTERLY (MEASURED ALONG SAID SOUTHEASTERLY LINE) FROM THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 46.20 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 15.0 FEET; THENCE NORTHWESTERLY 46.20 FEET TO A POINT 15.0 FEET NORTHEASTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY 15.0 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS, AS SET FORTH IN GRANT OF RIGHT-OF-WAY FROM D. A. ROWSON AND ELDA ROWSON, HIS WIFE, TO ERNEST ELLIOTT AND RENA ELLIOTT, HIS WIFE DATED MARCH 31, 1964 AND RECORDED APRIL 17, 1964 AS DOCUMENT NO. 427208.

PIN: 19-34-107-002 (the "Property")

The Village is the legal titleholder of the property commonly known as 101 S. Main Street which consists of the creek walk patio that is located along the north side of the Property ("Creek Walk Patio").

GKG Property owns the building where Whiskey and Wine operates a restaurant on the Property known as Whiskey and Wine and, as a part of the restaurant, said Licensees wish to utilize an area of the Village's Creek Walk Patio north of the property line of the Property for an outside eating area and to also have live acoustic performers play music. Said eating area, which is referred to herein as the "Outdoor Patio" is depicted on the Site Plan attached hereto and incorporated herein as "Exhibit A".

Whiskey and Wine plans to apply for an auxiliary outdoor liquor license to serve alcohol within said Outdoor Patio.

Licensees are requesting that the Village grant them a non-exclusive license for giving them the right to utilize the Creek Walk Patio for the proposed Outdoor Patio. The Village is willing to do so provided that the Licensees provide the Village with certain assurances and the releases as herein defined.

Accordingly, the Village and Licensees agree as follows:

1. The Village hereby grants to Licensees a non-exclusive license with respect to the surface portion of the Creek Walk Patio in the location depicted on Exhibit A for the operation of the Outdoor Patio for food and alcohol sales and service as part of the Whiskey and Wine restaurant establishment.

2. Said non-exclusive license is terminable at the sole discretion of the Village and shall terminate no later than October 31, 2027.

3. Licensees are required to provide the Village a minimum two weeks' notice of each live performance in the Outdoor Patio. The Village has the right to approve or deny each individual performance if the performance conflicts with other approved activities. The live acoustic performances may occur throughout the term of this Agreement between the hours of noon and 9:30 p.m.

4. Licensees' event coordinator is responsible for suspending or canceling the performance in case of structural concerns, electrical malfunctions, or storms that may include winds in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.

5. Licensees agree that any temporary tents or structures in the Outdoor Patio shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking is allowed under the tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter.

6. Licensees have examined and know the condition of the Creek Walk Patio and have received the same in good repair, and acknowledge that no representations as to the condition and repair thereof, and no agreements or promises to alter, repair or improve the Outdoor Patio, have been made by the Village.

7. Licensees agree that they are solely responsible for maintaining the Creek Walk Patio and Outdoor Patio and will remove any trash or debris that accumulates on the Creek Walk Patio. If the Creek Walk Patio is not kept in good repair and in a clean, sightly and healthy

condition by Licensees, the Village may enter the licensed premises without such entering constituting an interference with the possession of the Outdoor Patio by Licensees, and the Village may make any and all repairs necessary to restore the Creek Walk Patio to its original condition and Licensees agree to pay the Village any expenses it may incur in restoring the Creek Walk Patio to its original condition as a result of damages caused by Licensees' use.

8. Licensees shall allow the Village free access to the Outdoor Patio for the purpose of examining the same, or to make any repairs or alterations thereof which the Village may see fit to make, and to ensure that the use of the Outdoor Patio is in compliance with the Village Municipal Code. Licensees further agree not to obstruct pedestrian access to and around said Creek Walk Patio.

9. Licensees agree that the Outdoor Patio will comply with all applicable statutes, codes and ordinances, including the Americans with Disabilities Act. Licensees shall abide by all provisions of the Village Municipal Code, specifically, Section 31.04, Public Events, Entertainments.

10. Licensees understand and agree that they must obtain an auxiliary liquor license pursuant to Chapter 33, Liquor Control and Liquor Licensing, of the Village Municipal Code.

11. Licensees understand and agree that a controlled point of access shall be maintained at all times, for access into the Outdoor Patio. Whiskey and Wine shall establish a hostess station to be staffed at all times by an employee to restrict access into the Outdoor Patio to other employees / servers, and customers that have already been seated in the Outdoor Patio.

12. The parties agree that the Village is not liable to the Licensees for any damage or injury to them or their personal property situated on said Outdoor Patio area regardless of the cause of said damage or injury. All claims for any such damage or injury are expressly waived by the Licensees.

13. Licensees agree that they and their successors and assigns shall hold harmless, indemnify and reimburse the Village, its officials, employees, successors and assigns for any and all liabilities, including but not limited to attorney's fees, claims and judgments, arising from or

in connection with this non-exclusive license and the operation of said Outdoor Patio and including any incidents associated with the sale and consumption of alcohol on the Outdoor Patio, excepting those negligent acts or omissions of the Village.

14. Licensees assume liability for all injury to or death of any person or persons including employees of Whiskey and Wine, any supplier or any other person and assumes liability for all damage to property sustained by any person related to Licensees' use of the Property.

15. Licensees shall maintain the following insurance policies with limits no less than:

a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.

b. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

c. Liquor Liability: Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

In addition, the policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Liquor Liability Coverages.

a. The Village is to be covered as an insured with respect to liability arising out of activities performed by or on behalf of Licensees and the Outdoor Patio. The premises included in the policy shall specifically include the Outdoor Patio area. The coverage shall contain no special limitations on the scope of protection afforded to the Village except coverage for the Village will be limited to the Outdoor Patio area.

b. Licensees' insurance coverage shall be the primary coverage with respect to the Village. Any insurance or self-insurance maintained by the Village shall be excess of Licensee's insurance and shall not contribute to it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village.

- d. Licensees' insurance shall contain a Severability of Interests/Cross Liability clause or language stating Licensees' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The insurer shall agree to waive all rights of subrogation against the Village for losses arising from work performed by Licensees.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Licensees shall furnish the Village with certificates of insurance naming the Village as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village. Other additional insured endorsements may be utilized if they provide a scope of coverage at least as broad as the coverage stated on such endorsement. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

16. This Agreement shall not be amended except upon written agreement of all Parties and ratified by Board action except as outlined in paragraph 2 herein.

17. This Agreement shall not be assignable by Licensees without the prior written consent of the Village which shall not be unreasonably denied.

18. Licensees shall pay upon demand all the Village's costs, charges and expenses, including fees of attorneys, agents and others retained by the Village, incurred in enforcing any of the obligations of Licensees under this non-exclusive license or in any litigation, negotiation or transaction in which the Village shall, without the Village's fault, become involved through or on account of this non-exclusive license.

19. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be

ineffective to the extent of such prohibition and validity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. All of the obligations of the Licensees outlined in this Agreement are the joint and several responsibilities of GKG Property and Whiskey and Wine.

21. This Agreement may be recorded by Licensees with the McHenry County Recorder of Deeds office.

Dated this ____ day of _____, 2024.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, Village Manager

ATTEST:

Fred Martin, Village Clerk

GKG PROPERTY, LLC

By: _____
Greg Geigel, its Manager and
authorized agent

WHISKEY AND WINE, LLC

By: _____
Greg Geigel, its Manager and
authorized agent

Exhibit A: Whiskey and Wine Outdoor Dining Area





Village of Algonquin

2200 Harnish Drive, Algonquin, IL
(847) 658-2700 | www.algonquin.org

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	March 12, 2024
<u>SUBMITTED BY:</u>	Patrick M Knapp AICP, Deputy Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Consider a Non-Exclusive Licensing Agreement with Bold American Fare, Inc.

ACTION REQUESTED:

Greg Geigel, the owner of Bold American Fare, Inc, is requesting to utilize Village Property on the north side of the building for live acoustic music.

DISCUSSION:

This 4-season Non-Exclusive License Agreement will permit the use of village property for live acoustic music between April 15, 2024, and November 1, 2027. The License Agreement will require that live acoustic performances only occur between noon and 9:30 pm. If any of the conditions of the agreement are not met, the village has the right to terminate the license.

RECOMMENDATION:

Staff is recommending approval of the Non-Exclusive License Agreement.

ATTACHMENTS:

- Non-Exclusive License Agreement
- Exhibit A: Outdoor Patio Area

NON-EXCLUSIVE LICENSE AGREEMENT

This NON-EXCLUSIVE LICENSE AGREEMENT (“Agreement”) is made by the Village of Algonquin (the “Village”) and GKG Property, LLC, as owner of certain property (“GKG Property”) and Bold American Fare, LLC, as a tenant (“Bold American Fare”), collectively referred to as “Licensees”.

RECITALS:

GKG Property, LLC is the legal titleholder of property located at 8 South Main Street and legally described as follows:

PART OF THE NORTHWEST FRACTION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF THE PUBLIC SQUARE IN THE VILLAGE OF ALGONQUIN; THENCE SOUTH 45 DEGREES, 37 MINUTES, 27 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 31, A DISTANCE OF 121.12 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 37 MINUTES 27 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE; 36.21 FEET; THENCE NORTH 43 DEGREES 24 MINUTES 44 SECONDS WEST, 73.26 FEET; THENCE NORTH 48 DEGREES 35 MINUTES 16 SECONDS EAST, 36.20 FEET; THENCE SOUTH 43 DEGREES 24 MINUTES 44 SECONDS EAST, 72.65 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PIN: 19-34-103-011 (the “Property”)

The Village is the legal titleholder of the Public Plaza that is located between Bold American Fare and the Historic Village Hall.

GKG Property owns the building where Bold American Fare operates a restaurant on the Property known as Bold American Fare and, as a part of the restaurant, said Licensees wish to utilize an area of the Village’s Public Plaza to have live acoustic performers play music. Said area, which is referred to herein as the “Public Plaza” is depicted on the Site Plan attached hereto and incorporated herein as “Exhibit A”.

Licensees are requesting that the Village grant them a non-exclusive license for giving them the right to utilize the Public Plaza for said music performances. The Village is willing to do so provided that the Licensees provide the Village with certain assurances and the releases as herein defined.

Accordingly, the Village and Licensees agree as follows:

1. The Village hereby grants to Licensees a non-exclusive license with respect to the surface portion of the Public Plaza in the location depicted on Exhibit A to host live acoustic music performances. The Public Plaza shall remain open to the Village and the general public throughout the term of this Agreement.

2. Said non-exclusive license is terminable at the sole discretion of the Village and shall terminate no later than October 31, 2027.

3. Licensees have examined and know the condition of the Public Plaza and have received the same in good repair and acknowledge that no representations as to the condition and repair thereof, and no agreements or promises to alter, repair or improve the Public Plaza, have been made by the Village.

4. Licensees are required to provide the Village a minimum two weeks' notice of each live performance in the Outdoor Patio. The Village has the right to approve or deny each individual performance if the performance conflicts with other approved activities. The public events may occur throughout the term of this Agreement between the hours of noon and 9:30 p.m.

5. Licensees' event coordinator is responsible for suspending or canceling the public event in case of structural concerns, electrical malfunctions, or storms that may include winds in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.

6. Licensees agree that any temporary tents or structures on the Public Plaza shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking is allowed under the tents. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter.

7. Licensees agree that they are solely responsible for maintaining the Public Plaza and will remove any trash or debris that accumulates thereon. If the Public Plaza is not kept in

good repair and in a clean, sightly and healthy condition by Licensees, the Village may make any and all repairs necessary to restore the Public Plaza to its original condition and Licensees agree to pay the Village any expenses it may incur in restoring the Public Plaza to its original condition as a result of damages caused by Licensees' use.

8. Licensees agree that the Outdoor Patio will comply with all applicable statutes, codes and ordinances, including the Americans with Disabilities Act. Licensees shall abide by all provisions of the Village Municipal Code, specifically, Section 31.04, Public Events, Entertainments.

9. The parties agree that the Village is not liable to the Licensees for any damage or injury to them or their personal property situated on said Public Plaza regardless of the cause of said damage or injury. All claims for any such damage or injury are expressly waived by the Licensees.

10. Licensees agree that they and their successors and assigns shall hold harmless, indemnify and reimburse the Village, its officials, employees, successors and assigns for any and all liabilities, including but not limited to attorney's fees, claims and judgments, arising from or in connection with this non-exclusive license and the use of the Public Plaza, excepting those negligent acts or omissions of the Village.

11. Licensees assume liability for all injury to or death of any person or persons including employees of Bold American Fare, any entertainer/contract-performer, supplier or any other person and assumes liability for all damage to property sustained by any person related to Licensees' use of the Property.

12. Licensees shall maintain the following insurance policies with limits no less than:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.

b. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

In addition, the policies are to contain, or be endorsed to contain, the following provisions:

General Liability Coverages.

- a. The Village is to be covered as an insured with respect to liability arising out of activities performed by or on behalf of Licensees and the Public Plaza. The premises included in the policy shall specifically include the Public Plaza area. The coverage shall contain no special limitations on the scope of protection afforded to the Village except coverage for the Village will be limited to the Public Plaza area.
- b. Licensees' insurance coverage shall be the primary coverage with respect to the Village. Any insurance or self-insurance maintained by the Village shall be excess of Licensee's insurance and shall not contribute to it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village.
- d. Licensees' insurance shall contain a Severability of Interests/Cross Liability clause or language stating Licensees' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The insurer shall agree to waive all rights of subrogation against the Village for losses arising from work performed by Licensees.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Licensees shall furnish the Village with certificates of insurance naming the Village as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village. Other additional insured endorsements may be utilized if they provide a scope of coverage at least as broad as the coverage stated on such endorsement. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

13. This Agreement shall not be amended except upon written agreement of all Parties and ratified by Board action except as outlined in paragraph 2 herein.

14. This Agreement shall not be assignable by Licensees without the prior written consent of the Village which shall not be unreasonably denied.

15. Licensees shall pay upon demand all the Village's costs, charges and expenses, including fees of attorneys, agents and others retained by the Village, incurred in enforcing any of the obligations of Licensees under this non-exclusive license or in any litigation, negotiation or transaction in which the Village shall, without the Village's fault, become involved through or on account of this non-exclusive license.

16. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition and validity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. All of the obligations of the Licensees outlined in this Agreement are the joint and several responsibilities of GKG Property and Bold American Fare.

18. This Agreement may be recorded by Licensees with the McHenry County Recorder of Deeds office.

Dated this _____ day of _____, 2024.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, Village Manager

ATTEST:

Fred Martin, Village Clerk

GKG PROPERTY, LLC

By: _____
Greg Geigel, its Manager and
authorized agent

BOLD AMERICAN FARE, LLC

By: _____
Greg Geigel, its Manager and
authorized agent

Exhibit A: Bold American Fare Outdoor Dining Area





VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: March 4, 2024

TO: Committee of the Whole

FROM: Tim Schloneger, Village Manager

SUBJECT: *Proposed Budget – 2024/2025 General Fund*

GENERAL FUND BUDGET OVERVIEW

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







In other words, it is the overriding principle of the budget to deliver outstanding service to our citizens at a reasonable price without drawing down the Village’s working capital, assuming no additional tax burden on our residents. This principle is difficult to maintain long-term, but still possible because of the financial planning that the Village Board has followed over the past decades. A projected flat property tax rate is reflected in the General Fund budget; and, through strong fiscal policies and constraint budgeting, the 2024-2025 General Fund budget is balanced.

Attached is the proposed General Fund budget for Fiscal Year 2024-2025. This General Fund budget is balanced with increased revenues and expenditures as compared to the budget for the current fiscal year. Income tax revenue is projected to increase based on current year-end projections and an assumption that the State of Illinois will not implement any new changes to the [Local Government Distributive Fund](#) formula or Grocery Tax. Sales tax revenue projections also show an increase given assumptions of trends in the retail marketplace and online sales. Real estate taxes are the second largest revenue category after sales taxes and have a local rate below year 2011 levels.

The budget maintains a balanced position, allowing for the drawdown of unrestricted funds for one-time capital purchases under the Village’s reserve policy. Above all, no significant reduction in services to our residents is anticipated in the 2024-2025 fiscal year budget, and the Village’s cash position remains strong.

FY 2024/2025 GUIDING PRINCIPLES

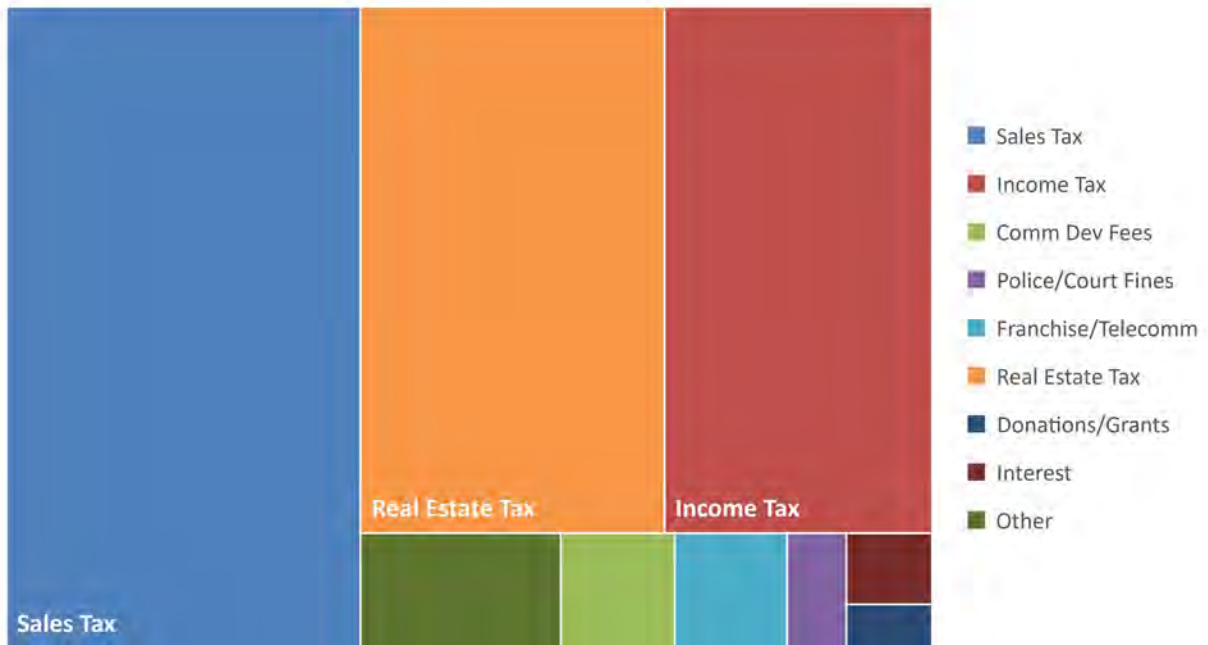
The budget's Guiding Principles are the core guidelines to ensure stability in meeting the mission of our organization, especially when our ability to provide necessary public services is challenged by unstable or declining revenue. The Village aims to focus its time and resources in accomplishing the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

	Customer Service
<p>The Village will strive to provide the most efficient and effective services to residents, while creating a positive customer experience. This will be accomplished through continuous improvement of our operations, employee training and development, effective internal and external communication, innovation, and implementation of technology and automated systems.</p>	
	Economic Development
<p>Economic development is instrumental in offering residents a community in which they can live, work, and play; creating jobs and bringing visitors to our community; and providing revenue to fund needed capital projects and other operational programs. The Village will allocate the necessary resources to the continued development of the Village's economy, focusing on key targeted industries and geographic areas.</p>	
	Infrastructure
<p>Providing adequate infrastructure throughout the Village is essential in order to ensure safe roadways, functional water and sewer systems, and top-notch park facilities for our community. The Village will provide evaluation of capital assets, multi-year planning, and implementation of capital improvement projects in order to maintain the Village's infrastructure and also focus on development of our transportation network to improve accessibility and mobility of roadway and trail systems.</p>	
	Fiscal Management
<p>The Village will be a good steward of taxpayer dollars by implementing best financial practices in our operations, including assessing all viable options to add to and diversify the Village's tax base, exploring grants, providing dedicated revenue sources for capital projects, and by refining operations to incorporate process improvements.</p>	
	Public Safety
<p>The Village will allocate the necessary resources for the maintenance of the public's health, safety, and welfare, with emphasis on public safety and emergency management planning in our daily operations.</p>	
	Conservation
<p>Conservation is imperative in order to protect the environment and conserve natural resources such as groundwater, wetlands, and natural water bodies. The Village will promote sustainable operating policies and continue to work with other governments and agencies to address issues of water quality and quantity on a regional basis.</p>	

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

GENERAL FUND ANTICIPATED REVENUE (\$25,462,500)

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



- **SALES TAX - \$9,440,000** - Projected sales tax contributes approximately 37% of the total anticipated revenue for the General Fund and is the largest revenue source in the General Fund.

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

- **INCOME TAX - \$6,182,000** – Income taxes received by the state are based on the census population and overall income tax collected by the state. Recent trends show income tax increasing from last fiscal year. Income tax revenue consists of approximately 24% of the total revenue for the General Fund.

- **COMMUNITY DEVELOPMENT FEES - \$643,000** - The revenue from building permits, platting fees, and annexation may fluctuate based on the economy and the extent of building activity. Community Development Fees account for just over 2% of the General Fund revenue in this budget.
- **POLICE AND COURT FINES - \$307,000** – This series of revenue accounts make up the payments from fines, prosecution fees, and forfeited funds related to police and court activities, plus any reimbursement for police training. Court and traffic fines account for approximately 1% of all General Fund revenues.
- **FRANCHISE & TELECOMMUNICATIONS FEES - \$475,000** – These items cover revenues provided to the Village by utility companies for use of the public rights of way through franchise agreements. This revenue accounts for approximately 2% of the revenue in the General Fund.
- **REAL ESTATE TAXES - \$6,870,000** - The real estate tax revenues include the distribution of the real estate taxes as levied. The real estate tax revenue contributes approximately 27% to the General Fund budget and is the second largest source of revenue next to sales tax. Consistent with the policy of the Board to keep Village property taxes down, the Village’s local tax rate was near year 2011 levels.
- **GRANTS AND DONATIONS - \$180,000** - These line items account for the revenue anticipated for grant programs and developer donations and are recognized as funds are received.
- **INTEREST - \$405,000** - These revenue line items include interest received from the various investment institutions utilized by the Village. While working capital is stable, interest rates can fluctuate throughout the year and are showing a trend to be gradually increasing. Interest income accounts for over 1% of the General Fund revenue.
- **OTHER REVENUE - \$960,500** – Ten (10) other smaller revenue sources account for the balance of the total revenue stream for the General Fund. A transfer from the Hotel Tax Fund helps to supplement the General Fund for advisory services provided by the McHenry County and Metro West Councils of Governments. Overall, the other revenue accounts make up approximately 4% of the General Fund revenue.

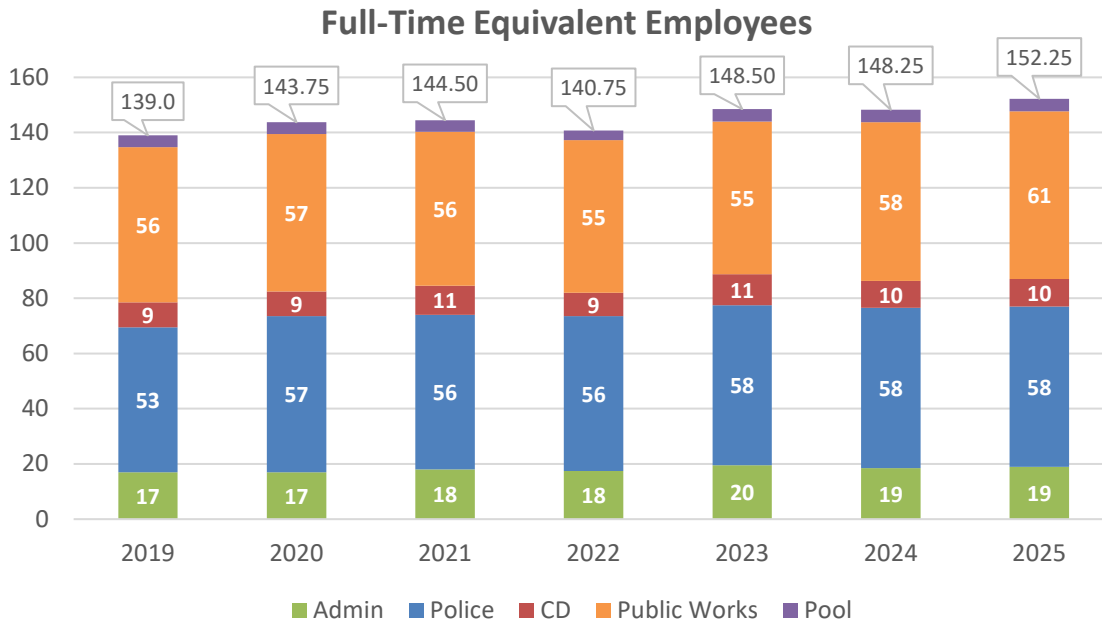
FUND BALANCE TRANSFERS

An additional \$1,033,000 will be drawn down on fund balance consistent with the Village’s Reserve Policy, to fund capital improvements.

GENERAL FUND EXPENDITURES - PERSONNEL

Administration, Police, Community Development, and Public Works are separate departments funded by the General Fund. Public Works has two distinct divisions of responsibility covered under the General Fund: (1) General Services (previously Streets Division and Parks and Forestry Division) and (2) Public Works Administration. Note: The Water and Sewer Divisions are also under the Public Works Department, but these two divisions are classified under the Water and Sewer Operating Fund which is considered a

separate, freestanding Enterprise Fund. The Vehicle and Building Maintenance Service Funds are administered through the Public Works Department as internal service funds and derive their revenue as an expenditure from each department based on the vehicle, equipment, and building needs of each department.



The General Fund budget suggests modest salary increases for current personnel to keep in line with inflation and cost of living. The merit compensation plan for noncontract employees is examined annually. The merit plan provides that the department heads, with the advice and consent of the Village Manager, review all nonunion employees for possible merit increases. Each department establishes a merit pool, so the proposed raises can reflect job performance rather than automatic, across-the-board pay increases. For budget purposes, an approximate 4.5% merit pool increase is recommended at this time. Implementation of the merit compensation plan, as established by the Committee of the Whole and the Village Board by ordinance, will serve as a guide to the appropriate merit pool increases for the employees during the 2024-2025 fiscal year.

GENERAL SERVICES ADMINISTRATION – PERSONNEL (\$2,083,700) The General Services Administration Department (GSA) includes the Manager’s Office, Finance, Human Resources, Water Billing, Innovation & Technology, and Recreation. Staff within the General Services Administration Department includes 17 full-time, and 4 part-time, employees under this budget proposal.

GENERAL SERVICES ADMINISTRATION - CONTRACTUAL SERVICES (\$310,400)
 The expenditures under the contractual services category include management interns, legislative lobbyists, accounting & payroll services, and homeless shelter contributions.

GENERAL SERVICES ADMINISTRATION - SUPPLIES AND MATERIALS - (\$44,500) AND MAINTENANCE (\$162,600)
 Items under Supplies and Materials include IT equipment such as computers and printers. The line item for Building Services (44423) (as in all departments) focuses on the level of attention needed at the Ganek Municipal Center and Historic Village Hall for maintenance,

which is increasing with aging facilities. The Internal Services Fund will bill each department for the labor and materials needed to maintain each department. Vehicle Maintenance (44420) and Building Services (44423) are classified through a separate Internal Service Fund, which is noted on the budget worksheets with an “S” for Service Fund.

GENERAL SERVICES ADMINISTRATION - CAPITAL EXPENDITURES (\$0)

No funds are allocated this year.

GENERAL SERVICES ADMINISTRATION - OTHER CHARGES (\$478,100)

- ACCOUNT 47701 RECREATION PROGRAMS - \$ 158,200 - The costs associated with the special event and recreation programs planned for the fiscal year are identified in this line item. The most popular events and recreational sessions remain on the schedule for the year, and some less popular events have been eliminated. Recreation programming revenue has been adjusted to reflect the related program expenditures. If all of the programs are successful, revenues generated from the events will cover most, but not all, of these proposed expenditures.
- ACCOUNT 47750 HISTORIC COMMISSION - \$2,500 – The expenditures proposed by the Historic Commission are for photographic services, duplication, copying, and reprinting, as well as other supplies and equipment for office use and seminars including membership in the [McHenry County Historical Society](#).
- ACCOUNT 47765 SALES TAX REBATE EXPENSE - \$265,000 – This expenditure represents sales-tax sharing development agreements with Rosen Hyundai for the Ioniq electric vehicle expansion and the new CarMax dealership.

GENERAL SERVICES ADMINISTRATION DEPARTMENT SUMMARY (\$3,079,300)

The General Services Administration Department accounts for 12% of the budget. The department will continue to focus on public communication tools, technology enhancements, and streamlining Village-wide operations.

POLICE DEPARTMENT – PERSONNEL (\$10,142,500)

Personnel salaries and benefits in the Police Department make up 81% of the department’s expenditures, including the Village’s significant contribution to the Police Pension Fund. Most of the sworn officers and civilian personnel are covered under collective bargaining contracts. The department has 50 sworn officers and a total of 57 full-time employees.

POLICE DEPARTMENT - CONTRACTUAL SERVICES (\$975,400), SUPPLIES AND MATERIALS (\$279,100), AND MAINTENANCE (\$411,500)

Dispatch Services for SEECOM is the largest line item under contractual services (\$585,000). Fuel usage (43340) for police vehicles (\$97,000) is one of the larger line items under Supplies and Materials. IT Equipment (43333) includes computers, printers, and other technology items scheduled for replacement.

POLICE DEPARTMENT - CAPITAL EXPENDITURES (\$493,900)

- ACCOUNT 43335 VEHICLES AND EQUIPMENT - \$86,900 – Funds are allocated for two Ford Escapes and an ATS-5 Speed Trailer.

- ACCOUNT 45590 CAPITAL PURCHASES - \$407,000 – This line item is for capital purchases that exceed the capitalization thresholds in the Village's capital asset policy. Its proposed Capital Purchases include two (2) replacement Squad Cars, Portable Vehicle Barriers, fifty-two (52) Panasonic Body Worn Cameras, and an ATS-5 Speed Trailer Suite.
- ACCOUNT 45597 CAPITAL LEASE PURCHASE - \$0 – No money is allocated this year for capital improvements.

POLICE DEPARTMENT - OTHER CHARGES (\$169,300)

- ACCOUNT 47720 POLICE COMMISSION - \$6,500 – This line item reflects expenses for the promotion and discipline of police officers if needed.
- ACCOUNT 47760 UNIFORMS - \$59,300 - This line item is according to the current union contract for the uniform allowances and new and replacement bulletproof vests for officers.

POLICE DEPARTMENT SUMMARY (\$12,471,700) As the agency responsible for providing front-line public safety services to Village residents, the Police Department is by far the largest department of the Village, making up approximately 49% of the General Fund budget. All expenditures are necessary to meet the public service goals identified in certain guiding principles noted earlier in this memo.

COMMUNITY DEVELOPMENT DEPARTMENT – PERSONNEL (\$1,372,000)

This department of the Village includes the services of building permit review, code enforcement, property maintenance, economic development, downtown revitalization, public art, and planning and zoning coordination. The budget for the Community Development Department is based on the expected implementation of various departmental program goals. The department has 9 full-time and 2 part-time employees.

COMMUNITY DEVELOPMENT DEPARTMENT - CONTRACTUAL SERVICES, (\$290,700), SUPPLIES AND MATERIALS (\$58,200), AND MAINTENANCE (\$60,100)

- ACCOUNT 42234 PROFESSIONAL SERVICES - \$208,500 - This item is used to pay for outside professional service contracts and the employee leasing agreements of an economic development professional through GovTemps. Other services anticipated are consultants in specialized areas of planning, elevator inspections, grass-cutting services (for violations of property maintenance codes), and other possible outside inspection services, if needed, for larger commercial projects and/or summer peak building permit review. Other expenditures in all categories are decreasing accordingly due to less building activity. Also included is \$50,000 to continue the process of updating the Village's [Comprehensive Land Use Plan](#).
- ACCOUNT 43362 PUBLIC ART - \$27,000 - This line item covers expenses for the Public Art Program. The costs will cover all-weather signs adjacent to the sculptures and other expenses necessary to set up the public art displays including the annual [Art on the Fox](#) event.

COMMUNITY DEVELOPMENT MAINTENANCE (\$60,100)

The Internal Services Fund will bill each department the labor and materials needed to maintain each department. Vehicle Maintenance (44420) and Building Services (44423) are classified through a separate Internal Service Fund, which is noted on the budget work sheets with an “S” for Service Fund.

COMMUNITY DEVELOPMENT CAPITAL IMPROVEMENTS (\$0) AND OTHER CHARGES (\$65,000)

- ACCOUNT 43335 VEHICLES & EQUIPMENT - \$0 – No money is allocated.
- ACCOUNT 47710 ECONOMIC DEVELOPMENT - \$26,200 - This item covers the continued implementation of the Downtown Planning Study, Retail Marketing, Business Park Marketing, and the Business Retention Program recommended by the Algonquin Economic Development Commission.

COMMUNITY DEVELOPMENT DEPARTMENT SUMMARY (\$1,846,000)

This department accounts for about 7% of the General Fund budget and is responsible for economic development programs, processing of every development plan proposed, and every building permit of this growing Village, including enforcement of property maintenance codes. The revenue directly from community development-related matters consists of \$643,000, or approximately 2.5% of the General Fund budget revenues. The Village needs to maintain a highly professional level of service in the department since its efforts will be measured by the quality of the developments in the future of the Village.

PUBLIC WORKS DEPARTMENT - PUBLIC WORKS ADMINISTRATION

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

PUBLIC WORKS ADMINISTRATION – PERSONNEL (\$692,200)

Eight (8) full-time positions are covered by the Public Works Administration Division.

PUBLIC WORKS ADMINISTRATION - CONTRACTUAL SERVICES (\$38,700) SUPPLIES AND MATERIALS (\$22,600) AND MAINTENANCE (\$61,500)

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

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

Funds are allocated for the PW Facility Water Softener Replacement.

PUBLIC WORKS ADMINISTRATION – TRANSFERS (\$0) AND OTHER CHARGES (\$12,500)

Other Charges include travel and training and uniform costs.

PUBLIC WORKS GENERAL SERVICES – PERSONNEL (\$2,524,000)

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

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

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

GENERAL SERVICES - CONTRACTUAL SERVICES (\$1,111,100) AND SUPPLIES AND MATERIALS (\$245,400)

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

- ACCOUNT 42212 ELECTRIC - \$229,200 - This account recognizes the cost of power for all the streetlights throughout the Village for the year.
- ACCOUNT 42234 PROFESSIONAL SERVICES - \$825,900 - This line item is used to pay for subscription costs for the Automatic Vehicle Location System. In addition, it includes money to pay for tree trimming, IEPA storm water permit fees, JULIE locate service, weather command services, broadleaf weed control, mosquito control, aquatic weed control, and rough turf mowing. Contractual services also include landscape maintenance, cul-de-sac plowing, and Old Town snow removal.

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

- ACCOUNT 43309 MATERIALS - \$22,100 - This line item is for in-house projects that utilize materials such as stone, asphalt, paint, mulch, and seed. In addition, drainage problems continually need to be addressed throughout the Village and require materials such as pipe, manhole parts, gravel, and various types of stone.

- ACCOUNT 43320 TOOLS, EQUIPMENT, AND SUPPLIES - \$41,300– This account covers the costs for the day-to-day tools and supplies. Funds are provided for typical hand tools, concrete saw parts, tree-trimming supplies, and equipment for playground repairs.
- ACCOUNT 43366 SIGN PROGRAM - \$55,500 - The expenses under this item include the purchase of posts and signs for public rights of way. With the use of the computerized sign-making equipment, Public Works staff can make and customize signs for the Village. The materials for sign blanks and the backing materials are included in this expenditure.

GENERAL SERVICES - MAINTENANCE (\$836,600)

- ACCOUNT 44402 TREE PLANTING - \$15,500 - Expenses under this item include seasonal plant displays, as well as replacement plants and trees on public properties, including parkway trees. Finally, this line item provides for the 50/50 parkway tree program. The allocated funds will not completely satisfy the current waiting list of tree replacements due to the emerald ash borer infestation. The 50/50 tree program only covers the situation where a property owner wants an additional parkway tree. Any existing parkway tree that dies will be replaced 100% by the Village.
- ACCOUNT 44420 VEHICLE MAINTENANCE - \$334,500 - This item covers maintenance of all machinery and apparatus that are driven or towed, including trucks, vans, tractors, cars, riding mowers, or anything mounted to those pieces such as snowplows or salt spreaders.
- ACCOUNT 44421 EQUIPMENT MAINTENANCE - \$235,000 - The equipment maintenance line item represents expenses that are performed or coordinated through Internal Services.
- ACCOUNT 44423 BUILDING MAINTENANCE - \$208,000 – The building services maintenance line item represents expenses that are performed or coordinated through Internal Services.
- ACCOUNT 44427 CURB AND SIDEWALK PROGRAM - \$0 - This work is now being funded out of the Motor Fuel Tax Fund.
- ACCOUNT 44428 STREET MAINTENANCE- \$0 – This work is now being funded out of the Motor Fuel Tax Fund.
- ACCOUNT 44429 STREET LIGHT MAINTENANCE - \$0 – This work is now being funded out of the Motor Fuel Tax Fund.
- ACCOUNT 44430 TRAFFIC SIGNAL MAINTENANCE - \$30,000 - These are set costs for the Village’s share of existing traffic signals shared with IDOT.
- ACCOUNT 44431 STORM SEWER MAINTENANCE - \$13,000 – This provides for pipe and manhole parts for the utilities team.

GENERAL SERVICES - CAPITAL EXPENDITURES (\$509,500)

Expenditures include PW Facility Water Softener Replacement, Dynapac CC900 36" Roller, Bobcat 24" Grinder, two Ford F-450, and four Ford F-350.

GENERAL SERVICES – TRANSFERS (\$223,500) AND OTHER CHARGES (\$42,900)

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

- ACCOUNT 48005 TRANSFER TO POOL - \$223,500 - This item includes the funds necessary to cover the balance of expenditures for the Lions-Armstrong Memorial Pool not covered by pool revenues.
- ACCOUNT 47740 TRAVEL TRAINING & DUES - \$22,000 AND ACCOUNT 47760 UNIFORM & SAFETY - \$18,500 these items are critical to personnel for strategic planning, training, safety equipment, and procedures for the correct and safe operation of equipment.

PUBLIC WORKS DEPARTMENT SUMMARY (\$6,325,500)

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

1) Public Works Administration, 2) General Services—together make up approximately 25% of the General Fund Budget, 3% and 22%, respectively.

Unlike the Police Department where personnel costs consist of 81% of the department's budget, the expenditures for these divisions of Public Works usually require more capital investment of materials and equipment to assist in the physical improvement of streets and parks, including the upkeep and maintenance of the Village's public infrastructure, such as public buildings, grounds, and municipal vehicles. The budget for these divisions includes a decrease in the number of employees and is committed to the continued increased efficiency and high quality of maintenance as performed over the past several years with the purchase of strategic equipment to assist existing personnel with the efficient execution of their responsibilities.

MULTI-DEPARTMENTAL EXPENDITURES (\$2,773,000)

Multi-Departmental expenses are those that cross over to all departments and divisions of the Village. The professional services for employee assistance and computer network improvements are included in the Multi-Departmental expenses. Multiple major computer software improvements (\$495,700) that cross over to all departments are covered in Account 43333. The annual liability insurance premium for the General Fund is in Account 42236 (\$728,000). Transfers to the Street Improvement Fund (\$1,125,000) and Natural Areas Improvement Fund (\$385,000) are reflected here.

GENERAL FUND BUDGET SUMMARY

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

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

General Fund

Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	% Change
			Actual	Actual	Actual	Q2	Budget	Budget	Y-T-Y
Sales Tax									
01000500	31010	Sales Tax	\$ 7,591,523.84	\$ 8,953,312.94	\$ 9,268,930.80	\$ 4,543,236.86	\$ 9,300,000.00	\$ 9,440,000.00	
Subtotal			\$ 7,591,523.84	\$ 8,953,312.94	\$ 9,268,930.80	\$ 4,543,236.86	\$ 9,300,000.00	\$ 9,440,000.00	1.51%
Income Tax									
01000500	31020	Income Tax	\$ 4,817,157.27	\$ 5,501,304.83	\$ 6,071,695.45	\$ 3,131,957.55	\$ 5,640,000.00	\$ 6,050,000.00	
01000500	31590	State Replacement Tax - Twp.	9,843.85	14,482.58	18,073.47	7,399.28	12,000.00	12,000.00	
01000500	31591	State Replacement Tax - State	61,149.28	142,145.62	186,340.09	92,754.22	110,000.00	120,000.00	
Subtotal			\$ 4,888,150.40	\$ 5,657,933.03	\$ 6,276,109.01	\$ 3,232,111.05	\$ 5,762,000.00	\$ 6,182,000.00	7.29%
Community Development Fees									
01000100	32070	Planning/Zoning/Annex.	\$ 7,110.00	\$ 98,497.77	\$ 102,576.40	\$ 18,571.04	\$ 10,000.00	\$ 15,000.00	
01000100	32100	Building Permits	550,200.93	859,650.92	1,134,946.87	712,402.07	500,000.00	600,000.00	
01000100	32101	Site Development Fee	763.00	2,093.99	14,646.27	412.44	1,000.00	1,000.00	
01000100	32102	Public Art Impact Fee	2,325.00	2,725.00	12,782.45	2,827.52	2,000.00	2,000.00	
01000100	34105	Platting Fees	30,112.50	169,822.00	74,954.00	16,547.50	15,000.00	15,000.00	
01000100	32110	Outsourced Services Fees	12,517.66	8,962.47	5,475.16	1,200.00	10,000.00	9,000.00	
01000100	35012	Building Permit Fines	25,840.00	2,005.00	880.00	170.00	1,000.00	1,000.00	
Subtotal			\$ 628,869.09	\$ 1,143,757.15	\$ 1,346,261.15	\$ 752,130.57	\$ 539,000.00	\$ 643,000.00	19.29%
Police/Court Fines									
01000200	34020	Police Accident Reports	\$ 3,857.00	\$ 5,110.00	\$ 4,420.00	\$ 2,375.00	\$ 5,000.00	\$ 4,500.00	
01000200	34025	Police Training Reimbursement	4,013.03	25,166.32	36,618.88	13,625.20	10,000.00	20,000.00	
01000200	34018	Truck Weight Permit	13,700.00	8,425.00	9,350.00	7,725.00	10,000.00	10,000.00	
01000200	35050	Police Fines	728.67	40,987.86	66,982.00	34,560.00	40,000.00	50,000.00	
01000200	35053	Municipal Court - Police Fines	26,356.15	36,882.84	49,978.03	20,113.85	30,000.00	35,000.00	
01000200	35060	County-DUI Fines	22,761.50	22,392.91	28,214.00	11,195.00	20,000.00	20,000.00	
01000200	35062	County Court Fines	113,389.93	141,109.12	151,262.99	61,808.77	120,000.00	125,000.00	
01000200	35063	County Drug Fines	-	124.10	185.00	297.50	500.00	100.00	
01000200	35064	County Prosecution Fees	772.72	400.00	208.00	95.00	1,500.00	300.00	
01000200	35065	County Vehicle Fines	291.60	80.00	40.00	20.00	1,000.00	100.00	
01000200	35066	County Electronic Citation Fee	2,446.00	2,475.00	3,372.00	2,013.00	2,500.00	2,500.00	
01000200	35067	County Warrant Execution	350.00	1,330.00	2,030.00	1,190.00	1,000.00	1,000.00	
01000200	35068	County Auto Expungement	-	-	-	-	-	-	
01000200	35085	Administrative Towing & Storage	29,928.50	34,187.89	38,819.00	26,200.00	35,000.00	35,000.00	
01000200	35090	Traffic Light Enforcement	101.19	-	-	45.00	-	-	
01000100	35095	Municipal Court	3,385.00	3,605.00	9,830.00	580.00	3,500.00	3,500.00	
Subtotal			\$ 222,081.29	\$ 322,276.04	\$ 401,309.90	\$ 181,843.32	\$ 280,000.00	\$ 307,000.00	9.64%

General Fund

Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	% Change
			Actual	Actual	Actual	Q2	Budget	Budget	Y-T-Y
Franchise & Telecommunication Fees									
01000500	31180	Cable Franchise	\$ 484,155.24	\$ 493,848.48	\$ 476,595.24	\$ 215,569.48	\$ 485,000.00	\$ 475,000.00	
01000500	31190	Telecommunications Tax	66,574.27	58,220.98	62,679.18	29,029.08	45,000.00	-	
Subtotal			\$ 550,729.51	\$ 552,069.46	\$ 539,274.42	\$ 244,598.56	\$ 530,000.00	\$ 475,000.00	-10.38%
Real Estate Taxes									
01000500	31500	Real Estate Tax - General Corporate	\$ -	\$ -	\$ -	\$ 1,333,544.77	\$ 1,350,000.00	\$ 1,650,000.00	
01000500	31510	Real Estate Tax - Police	2,415,746.80	2,421,045.30	2,416,138.85	2,469,524.41	2,500,000.00	2,500,000.00	
01000500	31520	Real Estate Tax - IMRF	299,474.11	300,125.49	299,526.05	-	-	-	
01000500	31530	Real Estate Tax - Road & Bridge	403,826.75	415,395.90	425,284.42	455,618.27	420,000.00	440,000.00	
01000500	31555	Real Estate Tax - Parks	-	-	87,861.67	-	-	-	
01000500	31560	Real Estate Tax - Insurance	399,302.11	400,167.39	399,364.62	-	-	-	
01000500	31570	Real Estate Tax - FICA	411,280.28	412,179.71	411,341.52	-	-	-	
01000500	31580	Real Estate Tax - Police Pension	2,064,367.21	2,280,982.59	2,276,356.54	2,252,206.68	2,280,000.00	2,280,000.00	
Subtotal			\$ 5,993,997.26	\$ 6,229,896.38	\$ 6,315,873.67	\$ 6,510,894.13	\$ 6,550,000.00	\$ 6,870,000.00	4.89%
Donations									
01001100	33025	Donations - Recreation	\$ -	\$ 3,435.00	\$ 9,994.00	\$ 3,174.00	\$ 10,000.00	\$ 10,000.00	
01000100	33030	Donations - Operating-General Govt.	151,821.24	325,784.96	221,395.22	79,277.46	50,000.00	75,000.00	
01000200	33031	Donations - Operating-Public Safety	65,108.68	30,757.99	55,212.96	12,631.22	30,000.00	30,000.00	
01000300	33032	Donations - Operating-Public Works	59,479.85	31,091.29	29,636.47	24,086.26	35,000.00	35,000.00	
01000300	33052	Donations - Capital-Public Works	(3,853.42)	-	-	-	-	-	
01000100	33100	Donation - Makeup Tax	35,988.67	30,261.73	25,027.23	10,000.00	30,000.00	30,000.00	
Subtotal			\$ 308,545.02	\$ 421,330.97	\$ 341,265.88	\$ 129,168.94	\$ 155,000.00	\$ 180,000.00	16.13%
Grants									
01000100	33230	Grants - Operating General Govt.	\$ 30,000.00	\$ 322,500.00	\$ -	\$ -	\$ -	\$ -	
01000200	33231	Grants - Operating Public Safety	1,453,468.90	4,230,170.52	38,531.44	23,167.75	-	-	
01000300	33232	Grants - Operating Public Works	-	-	-	-	-	-	
01000200	33251	Grants - Capital Public Safety	25,003.48	32,122.37	22,652.00	22,652.00	-	-	
Subtotal			\$ 1,508,472.38	\$ 4,584,792.89	\$ 61,183.44	\$ 45,819.75	\$ -	\$ -	0.00%
Interest									
01000500	36001	Interest	\$ 813.61	\$ 710.95	\$ 952.75	\$ 3,369.58	\$ 500.00	\$ 5,000.00	
01000500	36002	Interest - Insurance	73.64	32.45	31.16	0.12	-	-	
01000500	36020	Interest - LGIP	9,654.77	4,748.97	196,818.00	235,865.51	130,000.00	250,000.00	
01000500	36050	Investment Income - Fixed Income	118,867.91	(194,780.36)	23,564.44	69,961.96	120,000.00	150,000.00	
01000100	36105	Interest - Leases	-	-	1,464.40	-	-	-	
Subtotal			\$ 129,409.93	\$ (189,287.99)	\$ 222,830.75	\$ 309,197.17	\$ 250,500.00	\$ 405,000.00	61.68%

General Fund

Revenues

		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	% Change	
		Actual	Actual	Actual	Q2	Budget	Budget	Y-T-Y	
Other									
01000100	32080	Liquor Licenses	\$ 117,729.00	\$ 62,334.00	\$ 123,049.00	\$ 141,831.00	\$ 115,000.00	\$ 125,000.00	
01000100	32085	Licenses	58,166.22	70,223.92	77,037.79	1,436.50	65,000.00	70,000.00	
01000100	33008	Intergovernmental - General Govt.	34,800.00	44,921.00	14,703.00	2,349.00	10,000.00	5,000.00	
01000200	33010	Intergovernmental - Police	449,810.38	482,795.56	502,680.30	242,221.41	440,000.00	500,000.00	
01000300	33012	Intergovernmental -Public Works	-	-	-	-	-	-	
01000100	34010	Historical Commission	-	-	-	-	-	-	
01000100	34012	Reports/Maps/Ordinances	346.00	589.00	1,066.00	500.76	500.00	500.00	
01000100	34100	Rental Income	51,690.06	56,482.20	55,710.91	62,474.51	85,000.00	57,500.00	
01000100	34101	Facility Rental Fees	(304.00)	2,026.00	3,671.50	670.50	2,000.00	2,500.00	
01000300	34102	Park Rental Fees	1,800.00	10,119.75	10,147.75	6,063.50	10,000.00	-	
01000300	34230	Signage Billings	24.00	731.16	-	-	-	-	
01000100	34410	Recreation Programs	13,544.75	29,498.62	61,561.41	35,948.60	86,000.00	90,000.00	
01000200	34720	Administrative Fees	-	70.00	-	-	-	-	
01000200	35080	Forfeited Funds	-	-	-	-	-	-	
01000200	37100	Restitution - Public Safety	1,997.59	-	3,517.22	-	-	-	
01000300	37100	Restitution - Public Works	10,308.28	49,975.01	35,003.95	42,914.48	-	-	
01000500	37110	Insurance Claims	37,262.20	67,782.43	9,019.67	28,310.91	-	-	
01000500	37900	Miscellaneous Revenue	225.00	57.20	379.26	82.46	-	-	
01000500	37902	IPBC - Change in Terminal Reserve	45,185.00	21,287.00	(31,023.00)	-	-	-	
01000100	37905	Sale of Surplus Property	90,763.75	391,259.99	86,605.64	89,874.89	100,000.00	75,000.00	
01000500	38016	Transfer from Special Revenue - Hotel	35,000.00	30,000.00	30,000.00	-	35,000.00	35,000.00	
Subtotal			\$ 948,348.23	\$ 1,320,152.84	\$ 983,130.40	\$ 654,678.52	\$ 948,500.00	\$ 960,500.00	1.27%
General Fund Total (less Transfers from Fund Balance)			\$ 22,770,126.95	\$ 28,996,233.71	\$ 25,756,169.42	\$ 16,603,678.87	\$ 24,315,000.00	\$ 25,462,500.00	4.72%
Transfers from Fund Balance									
		Public Art Fund							
		Vehicle Replacement Fund							
		Liability Insurance Fund							
		Cash and Investments					5,082,000.00	1,033,000.00	
General Fund Total (including Transfers from Fund Balance)			\$ 22,770,126.95	\$ 28,996,233.71	\$ 25,756,169.42	\$ 16,603,678.87	\$ 29,397,000.00	\$ 26,495,500.00	

General Services Administration Department

Expenditures

Other Charges												
01101100	47701	Recreation Programs	\$ 21,465.66	\$ 72,654.56	\$ 128,687.13	\$ 76,042.16	\$ 185,000.00	\$ 158,140.00	\$ 158,200.00	\$ -		
01100100	47740	Travel/Training/Dues	35,661.69	33,626.57	44,724.35	5,624.56	41,500.00	42,400.00	42,400.00	-		
01100100	47741	Elected Officials - Expenses	-	1,171.49	300.00	325.00	1,500.00	1,500.00	1,500.00	-		
01100100	47743	Environmental Programs	-	-	-	-	-	-	-	-		
01100100	47745	President's Expenses	112.45	2,199.02	1,049.42	783.69	1,000.00	2,000.00	2,000.00	-		
01100100	47750	Historic Commission	1,949.96	1,157.02	1,118.11	-	2,500.00	2,500.00	2,500.00	-		
01100100	47760	Uniforms & Safety Items	-	1,303.49	30.00	75.00	1,000.00	1,500.00	1,500.00	-		
01100100	47765	Sales Tax Rebate Expense	231,433.32	0.35	12,822.80	9,135.78	330,000.00	265,000.00	265,000.00	-		
01100100	47769	Miscellaneous Expense	-	-	-	150.00	-	-	-	-		
01100600	47790	Interest Expense	1,613.84	1,916.90	3,179.80	1,751.71	2,500.00	5,000.00	5,000.00	-		
Subtotal			\$ 292,236.92	\$ 114,029.40	\$ 191,911.61	\$ 93,887.90	\$ 565,000.00	\$ 478,040.00	\$ 478,100.00	\$ -		-15.38%
General Services Administration Total			\$ 2,154,842.25	\$ 2,123,168.53	\$ 2,425,213.33	\$ 1,171,325.16	\$ 3,090,000.00	\$ 3,085,600.00	\$ 3,079,300.00	\$ -		-0.35%
(\$) indicates those line items that reimburse the Internal Service Funds. Grounds Maintenance is now covered under Building Services.												

Police Department

Expenditures

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	FY 24/25	FY 24/25	% Change
			Actual	Actual	Actual	Q2 YTD	Budget	Dept.	Manager	Budget	Y-T-Y
Personnel											
01200200	41103	IMRF	\$ 45,189.88	\$ 42,407.61	\$ 33,130.40	\$ 16,121.82	\$ 42,000.00	\$ 38,000.00	\$ 36,000.00	\$ -	
01200200	41104	FICA	373,276.41	402,013.20	429,095.04	218,566.75	482,000.00	475,000.00	470,000.00	-	
01200200	41105	Unemployment Tax	5,950.98	5,902.20	7,775.18	528.50	6,000.00	9,200.00	9,000.00	-	
01200200	41106	Health Insurance	643,847.04	676,714.36	748,623.65	382,318.03	825,000.00	900,000.00	850,000.00	-	
01200200	41110	Salaries	409,067.88	377,397.12	366,667.73	200,178.32	450,000.00	415,000.00	415,000.00	-	
01200200	41120	Salary - Sworn Officers	4,379,517.99	4,757,335.87	5,130,258.87	2,611,132.00	5,600,000.00	5,750,000.00	5,750,000.00	-	
01200200	41122	Salary - Crossing Guards	9,885.00	24,090.00	28,050.00	11,055.00	22,500.00	22,500.00	22,500.00	-	
01200200	41140	Overtime	255,897.44	295,538.63	287,334.02	129,307.94	315,400.00	310,000.00	310,000.00	-	
01200200	41102	Pension Contribution Expense	2,068,000.00	2,280,982.59	2,280,000.00	2,252,206.68	2,280,000.00	2,280,000.00	2,280,000.00	-	
Subtotal			\$ 8,190,632.62	\$ 8,862,381.58	\$ 9,310,934.89	\$ 5,821,415.04	\$ 10,022,900.00	\$ 10,199,700.00	\$ 10,142,500.00	\$ -	1.19%
Contractual Services											
01200200	42210	Telephone	\$ 31,012.33	\$ 33,998.27	\$ 31,636.37	\$ 10,819.08	\$ 35,800.00	\$ 37,330.00	\$ 37,400.00	\$ -	
01200200	42211	Natural Gas	-	-	-	-	-	-	-	-	
01200200	42212	Electric	337.54	325.01	313.56	115.26	-	-	-	-	
01200200	42215	Radio Communications	68,519.02	30,645.59	33,088.20	11,975.47	24,800.00	30,750.00	30,800.00	-	
01200200	42225	Bank Processing Fees	547.01	590.83	1,209.20	336.19	600.00	700.00	700.00	-	
01200200	42230	Legal Services	110,868.99	103,880.78	100,097.69	23,783.99	106,500.00	151,500.00	152,000.00	-	
01200200	42234	Professional Services	76,868.40	45,438.44	67,550.46	57,105.33	89,200.00	89,900.00	148,500.00	-	
01200200	42242	Publications	145.00	-	-	69.99	500.00	500.00	500.00	-	
01200200	42243	Printing & Advertising	1,287.95	751.10	1,771.15	46.32	5,200.00	4,000.00	4,000.00	-	
01200200	42250	SEECOM	577,061.80	557,507.68	537,851.92	288,759.46	590,000.00	585,000.00	585,000.00	-	
01200200	42260	Physical Exams	280.00	1,991.00	903.00	-	2,500.00	2,500.00	2,500.00	-	
01200200	42270	Equipment Rental	14,548.01	2,132.40	30.99	5,200.93	7,500.00	6,580.00	900.00	-	
01200200	42272	Lease Payments	8,095.88	8,956.72	10,328.12	7,838.75	11,100.00	13,100.00	13,100.00	-	
Subtotal			\$ 889,571.93	\$ 786,217.82	\$ 784,780.66	\$ 406,050.77	\$ 873,700.00	\$ 921,860.00	\$ 975,400.00	\$ -	11.64%
Supplies & Materials											
01200200	43308	Office Supplies	\$ 7,028.30	\$ 4,494.92	\$ 4,179.30	\$ 931.16	\$ 5,800.00	\$ 6,300.00	\$ 6,300.00	\$ -	
01200200	43309	Materials	18,595.05	36,497.37	30,041.89	5,250.73	50,400.00	53,600.00	53,600.00	-	
01200200	43317	Postage	2,611.54	2,450.65	2,812.96	998.42	3,000.00	3,000.00	3,000.00	-	
01200200	43320	Tools, Equipment & Supplies	21,779.67	22,796.37	30,061.11	2,034.66	58,200.00	41,125.00	41,200.00	-	
01200200	43332	Office Furniture & Equipment	141.45	610.00	1,609.98	298.98	13,800.00	750.00	800.00	-	
01200200	43333	IT Equipment	26,555.64	30,043.07	83,938.29	7,458.87	125,800.00	80,770.00	60,600.00	-	
01200200	43340	Fuel (S)	58,581.81	88,011.60	103,482.42	46,053.36	108,000.00	97,000.00	97,000.00	-	
01200200	43364	D.A.R.E./Community Programs	420.00	5,227.97	4,423.97	3,375.59	15,500.00	16,550.00	16,600.00	-	
Subtotal			\$ 135,713.46	\$ 190,131.95	\$ 260,549.92	\$ 66,401.77	\$ 380,500.00	\$ 299,095.00	\$ 279,100.00	\$ -	-26.65%

Police Department

Expenditures

Maintenance													
01200200	44420	Vehicle Maintenance (S)	\$ 131,869.37	\$ 123,656.62	\$ 136,743.28	\$ 77,088.99	\$ 141,000.00	\$ 170,000.00	\$ 170,000.00	\$ -			
01200200	44421	Equipment Maintenance (S)	7,994.08	6,583.17	3,557.95	2,374.94	10,000.00	7,200.00	7,200.00	-			
01200200	44422	Radio Maintenance	-	-	550.00	5,674.80	8,000.00	3,000.00	3,000.00	-			
01200200	44423	Building Services (S)	123,204.32	175,918.18	192,489.93	128,574.93	182,000.00	228,700.00	228,700.00	-			
01200200	44426	Office Equipment Maintenance	7,865.68	2,109.82	2,021.91	2,280.21	2,600.00	2,600.00	2,600.00	-			
Subtotal			\$ 270,933.45	\$ 308,267.79	\$ 335,363.07	\$ 215,993.87	\$ 343,600.00	\$ 411,500.00	\$ 411,500.00	\$ -			19.76%
Capital Expenditures													
01200200	43335	Vehicles & Equipment	\$ 24,801.85	\$ 22.54	\$ 8,514.00	\$ 20,403.82	\$ 30,000.00	\$ -	\$ 86,900.00	\$ -			
01200200	45590	Capital Purchase	241,714.49	183,735.89	344,961.99	105,241.66	292,500.00	407,000.00	407,000.00	-			
01200200	45597	Capital Lease Payments	-	-	-	-	-	-	-	-			
Subtotal			\$ 266,516.34	\$ 183,758.43	\$ 353,475.99	\$ 125,645.48	\$ 322,500.00	\$ 407,000.00	\$ 493,900.00	\$ -			53.15%
Other Charges													
01200200	47720	Board of Police Commissioners	\$ 15,285.51	\$ 4,130.00	\$ 1,260.00	\$ 3,935.98	\$ 22,500.00	\$ 6,500.00	\$ 6,500.00	\$ -			
01200200	47730	Emergency Service Disaster	-	-	-	-	-	-	-	-			
01200200	47740	Travel/Training/Dues	41,612.87	76,655.93	63,767.01	24,114.59	100,300.00	144,285.00	98,400.00	-			
01200200	47760	Uniforms & Safety Items	64,613.36	74,719.08	41,348.39	17,548.18	59,300.00	59,300.00	59,300.00	-			
01200200	47770	Investigations	-	616.83	1,497.10	-	1,000.00	1,000.00	1,000.00	-			
01200600	47790	Interest Expense	2,234.27	2,286.51	3,234.01	3,173.40	2,700.00	4,100.00	4,100.00	-			
Subtotal			\$ 123,746.01	\$ 158,408.35	\$ 111,106.51	\$ 48,772.15	\$ 185,800.00	\$ 215,185.00	\$ 169,300.00	\$ -			-8.88%
Police Total			\$ 9,877,113.81	\$ 10,489,165.92	\$ 11,156,211.04	\$ 6,684,279.08	\$ 12,129,000.00	\$ 12,454,340.00	\$ 12,471,700.00	\$ -			2.83%
(S) indicates those line items that reimburse the Internal Service Funds													

Community Development Department

Expenditures

Other Charges												
01300100	47710	Economic Development	\$ 38,025.76	\$ 336,737.31	\$ 14,630.70	\$ 12,737.06	\$ 56,000.00	\$ 26,200.00	\$ 26,200.00	\$ -		
01300100	47740	Travel/Training/Dues	4,845.36	15,240.79	41,891.93	11,691.61	41,700.00	28,345.00	28,400.00	-		
01300100	47760	Uniforms & Safety Items	1,548.08	1,475.87	1,694.83	548.10	2,000.00	2,000.00	2,000.00	-		
01300100	47769	Miscellaneous Expense	-	61,316.30	-	-	-	-	-	-		
01300600	47790	Interest Expense	4,402.41	4,265.37	8,767.98	5,373.22	4,900.00	8,315.00	8,400.00	-		
Subtotal			\$ 48,821.61	\$ 419,035.64	\$ 66,985.44	\$ 30,349.99	\$ 104,600.00	\$ 64,860.00	\$ 65,000.00	\$ -		-37.86%
Community Development Total			\$ 1,162,479.67	\$ 1,897,168.49	\$ 1,591,568.17	\$ 825,479.07	\$ 1,864,000.00	\$ 1,814,500.00	\$ 1,846,000.00	\$ -		-0.97%
Non Budgeted Expenses												
01300100	47779	A/R Write-Off Expense	\$ 2,807.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subtotal			\$ 2,807.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		0.00%
Community Development Total			\$ 1,165,287.30	\$ 1,897,168.49	\$ 1,591,568.17	\$ 825,479.07	\$ 1,864,000.00	\$ 1,814,500.00	\$ 1,846,000.00	\$ -		-0.97%
(S) indicates those line items that reimburse the Internal Service Funds.												

Public Works Administration

Expenditures

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	FY 24/25	FY 24/25	% Change
			Actual	Actual	Actual	Q2 YTD	Budget	Dept.	Manager	Budget	Y-T-Y
Personnel											
01400300	41103	IMRF	\$ 21,049.27	\$ 21,461.90	\$ 32,733.75	\$ 17,063.95	\$ 40,000.00	\$ 43,000.00	\$ 48,000.00	\$ -	
01400300	41104	FICA	12,948.21	13,593.11	21,652.49	15,340.35	33,000.00	38,000.00	43,000.00	-	
01400300	41105	Unemployment Tax	170.08	140.90	657.28	69.06	400.00	700.00	700.00	-	
01400300	41106	Health Insurance	10,622.41	12,420.95	32,873.56	24,442.25	56,000.00	69,000.00	75,000.00	-	
01400300	41110	Salaries	181,294.83	192,510.29	300,242.41	202,221.86	410,000.00	485,000.00	525,000.00	-	
01400300	41140	Overtime	89.82	24.14	322.33	343.51	500.00	500.00	500.00	-	
Subtotal			\$ 226,174.62	\$ 240,151.29	\$ 388,481.82	\$ 259,480.98	\$ 539,900.00	\$ 636,200.00	\$ 692,200.00	\$ -	28.21%
Contractual Services											
01400300	42210	Telephone	\$ 5,706.93	\$ 7,031.43	\$ 7,538.86	\$ 3,022.34	\$ 8,300.00	\$ 10,730.00	\$ 11,600.00	\$ -	
01400300	42211	Natural Gas	-	4,281.07	9,279.58	-	-	-	-	-	
01400300	42215	Radio Communications	1,846.84	8,748.10	9,241.00	4,350.42	2,700.00	3,350.00	3,400.00	-	
01400300	42230	Legal Services	2,143.75	1,041.00	1,202.50	462.50	1,500.00	1,200.00	1,200.00	-	
01400300	42234	Professional Services	66.00	160.88	-	(100.00)	-	-	14,000.00	-	
01400300	42242	Publications	385.80	385.80	437.80	-	600.00	-	-	-	
01400300	42243	Printing & Advertising	-	27.00	2,862.51	125.00	200.00	450.00	500.00	-	
01400300	42260	Physicals & Screenings	-	2.34	-	-	300.00	300.00	300.00	-	
01400300	42270	Equipment Rental	202.44	202.16	198.24	109.51	700.00	700.00	700.00	-	
01400300	42272	Lease Payments	4,619.24	4,907.47	5,215.05	2,521.93	5,000.00	7,000.00	7,000.00	-	
Subtotal			\$ 14,971.00	\$ 26,787.25	\$ 35,975.54	\$ 10,491.70	\$ 19,300.00	\$ 23,730.00	\$ 38,700.00	\$ -	100.52%
Supplies & Materials											
01400300	43308	Office Supplies	\$ 1,123.05	\$ 1,363.88	\$ 1,020.13	\$ 743.79	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00	\$ -	
01400300	43317	Postage	1,903.34	748.70	547.73	504.06	1,000.00	1,000.00	1,000.00	-	
01400300	43320	Tools, Equipment & Supplies	-	120.00	-	-	-	-	-	-	
01400300	43332	Office Furniture & Equipment	-	-	7,670.20	1,168.40	-	-	-	-	
01400300	43333	IT Equipment	11,480.26	16,818.08	11,576.03	6,751.07	18,700.00	19,600.00	19,600.00	-	
01400300	43340	Fuel (S)	541.55	2,030.93	896.99	771.77	1,400.00	700.00	700.00	-	
Subtotal			\$ 15,048.20	\$ 21,081.59	\$ 21,711.08	\$ 9,939.09	\$ 22,300.00	\$ 22,600.00	\$ 22,600.00	\$ -	1.35%
Maintenance											
01400300	44420	Vehicle Maintenance (S)	\$ 741.99	\$ 896.34	\$ 5,251.10	\$ 2,606.76	\$ 2,500.00	\$ 2,300.00	\$ 2,300.00	\$ -	
01400300	44423	Building Services (S)	44,521.27	35,045.40	43,865.97	16,718.09	53,000.00	59,000.00	59,000.00	-	
01400300	44426	Office Equipment Maintenance	115.44	126.97	140.17	74.95	500.00	150.00	200.00	-	
Subtotal			\$ 45,378.70	\$ 36,068.71	\$ 49,257.24	\$ 19,399.80	\$ 56,000.00	\$ 61,450.00	\$ 61,500.00	\$ -	9.82%
Capital Expenditures											
01400300	43335	Vehicles & Equipment	\$ -	\$ -	\$ 45,268.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	
Subtotal			\$ -	\$ -	\$ 45,268.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	0.00%

Public Works Administration

Expenditures

Transfers												
01400500	48099	Transfer/Debt Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Other Charges												
01400300	47740	Travel, Training & Dues	\$ 2,842.59	\$ 6,659.71	\$ 11,310.17	\$ 5,665.81	\$ 7,700.00	\$ 8,400.00	\$ 9,200.00	\$ -		
01400300	47760	Uniforms & Safety Items	167.99	539.83	2,243.79	990.34	1,000.00	1,200.00	1,200.00	-		
01400600	47790	Interest Expense	1,160.16	871.91	564.32	160.46	800.00	2,015.00	2,100.00	-		
Subtotal			\$ 4,170.74	\$ 8,071.45	\$ 14,118.28	\$ 6,816.61	\$ 9,500.00	\$ 11,615.00	\$ 12,500.00	\$ -		31.58%
Public Works Administration Total			\$ 305,743.26	\$ 332,160.29	\$ 554,811.96	\$ 306,128.18	\$ 647,000.00	\$ 760,595.00	\$ 832,500.00	\$ -		28.67%
(S) indicates those line items that reimburse the Internal Service Funds. Grounds Maintenance is now covered under Building Service:												

Public Works - General Services Division

Expenditures

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	FY 24/25	FY 24/25	% Change
			Actual	Actual	Actual	Q2 YTD	Budget	Dept.	Manager	Budget	Y-T-Y
Personnel											
01500300	41103	IMRF	\$ 168,348.54	\$ 158,652.28	\$ 142,427.65	\$ 68,436.33	\$ 155,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	
01500300	41104	FICA	109,547.46	116,336.61	124,601.98	65,178.49	138,000.00	140,000.00	140,000.00	-	
01500300	41105	Unemployment Tax	2,522.62	2,809.40	3,662.68	720.49	2,800.00	4,000.00	4,000.00	-	
01500300	41106	Health Insurance	264,808.97	280,825.01	299,281.74	142,274.90	325,000.00	370,000.00	360,000.00	-	
01500300	41110	Salaries	1,408,242.84	1,511,021.85	1,614,624.37	846,897.90	1,720,000.00	1,800,000.00	1,800,000.00	-	
01500300	41140	Overtime	66,364.96	59,383.06	64,915.51	20,332.25	70,000.00	70,000.00	70,000.00	-	
Subtotal			\$ 2,019,835.39	\$ 2,129,028.21	\$ 2,249,513.93	\$ 1,143,840.36	\$ 2,410,800.00	\$ 2,534,000.00	\$ 2,524,000.00	\$ -	4.70%
Contractual Services											
01500300	42210	Telephone	\$ 21,199.14	\$ 23,968.27	\$ 22,677.59	\$ 8,127.67	\$ 28,200.00	\$ 29,600.00	\$ 29,600.00	\$ -	
01500300	42211	Natural Gas	733.19	-	213.51	-	1,200.00	-	-	-	
01500300	42212	Electric	217,163.63	214,737.44	212,807.50	22,179.79	223,400.00	229,200.00	229,200.00	-	
01500300	42215	Radio Communications	1,846.84	8,748.10	9,241.00	4,350.42	2,700.00	3,400.00	3,400.00	-	
01500300	42230	Legal Services	1,312.50	1,563.25	277.50	508.75	1,500.00	1,500.00	1,500.00	-	
01500300	42232	Engineering Services	10,935.36	5,368.56	2,544.75	8,379.04	7,300.00	8,500.00	8,500.00	-	
01500300	42234	Professional Services	709,377.07	740,807.71	752,437.55	434,486.87	905,700.00	805,900.00	825,900.00	-	
01500300	42243	Printing & Advertising	-	54.00	92.91	125.00	300.00	200.00	200.00	-	
01500300	42253	Community Events	-	-	977.52	-	1,000.00	1,000.00	1,000.00	-	
01500300	42260	Physicals & Screenings	826.00	1,286.00	526.38	170.62	1,400.00	1,400.00	1,400.00	-	
01500300	42264	Snow Removal	128.84	1,139.28	1,532.00	579.89	1,700.00	1,700.00	1,700.00	-	
01500300	42270	Equipment Rental	4,225.47	629.01	1,750.82	362.25	2,500.00	2,500.00	2,500.00	-	
01500300	42272	Principal Lease Payments	8,782.94	8,212.85	5,306.48	3,051.61	4,600.00	6,200.00	6,200.00	-	
Subtotal			\$ 976,530.98	\$ 1,006,514.47	\$ 1,010,385.51	\$ 482,321.91	\$ 1,181,500.00	\$ 1,091,100.00	\$ 1,111,100.00	\$ -	-5.96%
Supplies & Materials											
01500300	43308	Office Supplies	\$ 51.94	\$ -	\$ 89.07	\$ -	\$ 300.00	\$ 300.00	\$ 300.00	\$ -	
01500300	43309	Materials	14,815.13	12,812.39	22,149.36	8,696.91	21,600.00	22,100.00	22,100.00	-	
01500300	43317	Postage	306.08	-	187.07	-	400.00	300.00	300.00	-	
01500300	43320	Tools, Equipment & Supplies	36,058.83	36,818.55	33,955.20	14,636.46	39,500.00	41,300.00	41,300.00	-	
01500300	43332	Office Furniture & Equipment	-	672.18	16,744.81	-	-	-	-	-	
01500300	43333	IT Equipment	19,870.01	22,112.47	17,416.44	12,403.98	21,700.00	32,425.00	32,500.00	-	
01500300	43340	Fuel (S)	65,063.54	85,072.21	104,817.24	37,011.41	102,000.00	93,000.00	93,000.00	-	
01500300	43360	Park Upgrades	37,114.73	-	98,755.03	57,636.29	35,000.00	400.00	400.00	-	
01500300	43366	Sign Program	34,808.90	38,941.89	51,698.36	15,130.10	55,500.00	55,500.00	55,500.00	-	
01500300	43370	Infrastructure Maintenance	4,839.04	-	-	-	-	-	-	-	
Subtotal			\$ 212,928.20	\$ 196,429.69	\$ 345,812.58	\$ 145,515.15	\$ 276,000.00	\$ 245,325.00	\$ 245,400.00	\$ -	-11.09%
Maintenance											
01500300	44402	Tree Planting	\$ 8,383.25	\$ 8,630.86	\$ 3,627.04	\$ 4,322.35	\$ 25,500.00	\$ 15,500.00	\$ 15,500.00	\$ -	
01500300	44420	Vehicle Maintenance (S)	251,765.61	260,271.48	221,765.16	97,525.59	307,000.00	334,500.00	334,500.00	-	
01500300	44421	Equipment Maintenance (S)	164,040.09	130,609.24	186,377.17	84,054.20	188,000.00	235,000.00	235,000.00	-	
01500300	44423	Building Maintenance (S)	152,387.00	121,087.04	159,621.36	93,281.96	194,000.00	208,000.00	208,000.00	-	
01500300	44426	Office Equipment Maintenance	596.77	625.72	820.94	649.38	1,700.00	600.00	600.00	-	
01500300	44427	Curb & Sidewalk Program	5,882.00	3,999.00	9,500.00	-	-	-	-	-	
01500300	44428	Street Maintenance	12,000.00	11,986.25	-	-	-	-	-	-	
01500300	44429	Street Light Maintenance	22,427.82	-	-	-	-	-	-	-	
01500300	44430	Traffic Signal Maintenance	16,065.21	22,623.23	21,629.97	4,116.57	24,000.00	30,000.00	30,000.00	-	
01500300	44431	Storm Sewer Maintenance	11,699.20	11,014.31	9,811.47	1,817.15	13,000.00	13,000.00	13,000.00	-	
Subtotal			\$ 645,246.95	\$ 570,847.13	\$ 613,153.11	\$ 285,767.20	\$ 753,200.00	\$ 836,600.00	\$ 836,600.00	\$ -	11.07%

Public Works - General Services Division

Expenditures

Capital Expenditures											
01500300	43335	Vehicles & Equipment	\$ 24,159.00	\$ 22,336.00	\$ 147,649.46	\$ 36,846.00	\$ 38,100.00	\$ 5,000.00	\$ 53,500.00	\$ -	
01500300	45590	Capital Purchase	168,470.00	437,223.82	-	217,902.45	376,500.00	162,500.00	456,000.00	-	
Subtotal			\$ 192,629.00	\$ 459,559.82	\$ 147,649.46	\$ 254,748.45	\$ 414,600.00	\$ 167,500.00	\$ 509,500.00	\$ -	22.89%
Transfers											
01500500	48005	Transfer to Swimming Pool Fund	\$ 57,262.56	\$ 133,295.75	\$ 232,673.71	\$ 261,704.25	\$ 234,700.00	\$ 223,500.00	\$ 223,500.00	\$ -	
Subtotal			\$ 57,262.56	\$ 133,295.75	\$ 232,673.71	\$ 261,704.25	\$ 234,700.00	\$ 223,500.00	\$ 223,500.00	\$ -	-4.77%
Other Charges											
01500300	47740	Travel/Training/Dues	\$ 4,155.44	\$ 13,160.25	\$ 9,979.83	\$ 4,062.80	\$ 21,600.00	\$ 22,000.00	\$ 22,000.00	\$ -	
01500300	47760	Uniforms & Safety Items	16,606.38	19,688.69	14,095.27	13,220.79	18,500.00	18,500.00	18,500.00	-	
01500600	47790	Interest Lease Expense	1,928.40	1,562.96	2,268.88	1,338.29	1,100.00	2,400.00	2,400.00	-	
Subtotal			\$ 22,690.22	\$ 34,411.90	\$ 26,343.98	\$ 18,621.88	\$ 41,200.00	\$ 42,900.00	\$ 42,900.00	\$ -	4.13%
Public Works General Services Total			\$ 4,127,123.30	\$ 4,530,086.97	\$ 4,625,532.28	\$ 2,592,519.20	\$ 5,312,000.00	\$ 5,140,925.00	\$ 5,493,000.00	\$ -	3.41%
(S) indicates those line items that reimburse the Internal Service Funds. Grounds Maintenance is now covered under Building Services.											

Multidepartmental

Expenditures

			FY 20/21 Actual	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Q2	FY 23/24 Budget	FY 24/25 Dept.	FY 24/25 Manager	FY 24/25 Budget	% Change Y-T-Y
01900100	42234	Professional Services	\$ 9,821.66	\$ 23,688.72	\$ 20,367.40	\$ 15,318.25	\$ 20,000.00	\$ 30,350.00	\$ 30,300.00	\$ -	
01900100	42236	Insurance	599,341.54	623,333.31	654,401.50	675,080.08	722,000.00	727,900.00	728,000.00	-	
01900100	43309	Materials	-	-	-	3,720.48	-	-	-	-	
01900100	43333	Computer Network	223,693.72	284,806.09	342,781.23	231,171.38	403,700.00	463,600.00	495,700.00	-	
01900100	45590	Capital Purchase	70,899.90	-	52,352.00	-	-	-	-	-	
01900300	45593	Capital Improvement	-	-	-	-	-	-	-	-	
01900100	47740	Travel, Training, & Dues	520.82	1,470.20	1,534.55	300.00	9,300.00	9,500.00	9,000.00	-	
01900500	48002	Transfer to Cemetery Fund	-	-	-	-	-	-	-	-	
01900500	48004	Transfer to Street Imp. Fund	3,000,000.00	5,500,000.00	3,317,607.44	4,200,000.00	5,200,000.00	1,125,000.00	1,125,000.00	-	
01900500	48006	Transfer to Park Imp. Fund	-	-	1,162,000.00	-	-	-	-	-	
01900500	48026	Transfer to Nat. Area Imp. Fund	-	-	1,325,000.00	-	-	385,000.00	385,000.00	-	
Multidepartmental Total			\$ 3,904,277.64	\$ 6,433,298.32	\$ 6,876,044.12	\$ 5,125,590.19	\$ 6,355,000.00	\$ 2,741,350.00	\$ 2,773,000.00	\$ -	-56.37%
Non Budgeted Expense											
01900100	47768	Write-Off Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Multidepartmental Total (Audited)			\$ 3,904,277.64	\$ 6,433,298.32	\$ 6,876,044.12	\$ 5,125,590.19	\$ 6,355,000.00	\$ 2,741,350.00	\$ 2,773,000.00	\$ -	



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

- MEMORANDUM -

DATE: March 6, 2024
TO: Committee of the Whole
FROM: Tim Schloneger, Village Manager
SUBJECT: Proposed Budget - 2024/2025 Other Funds

Attached are the proposed budgets for the following funds which will complete the Fiscal Year 2024-2025 Budget review:



Development Fund



Downtown TIF Fund



Village Construction Fund



Police Pension Fund

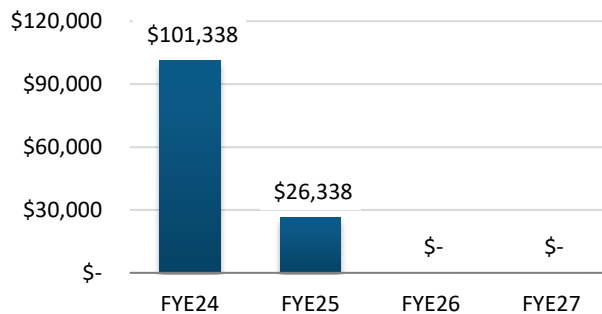
Development Fund

This Development Fund manages finances for Hotel Tax and Cul-de-Sac categories, as described below:

Hotel Tax revenues are generated through taxes on hotel room billings pursuant to the municipal ordinance. The budget for revenues anticipates \$72,000 in hotel tax receipts and \$6,000 from investment income. Expenditures are budgeted at \$50,000 and include \$15,000 for regional marketing and \$35,000 for transfer to the General Fund. Any Hotel Tax surplus will be applied to fund balance.

Cul-de-Sac revenues of \$5,000 are interest only due to the limited new subdivision development with cul-de-sacs in the village. Expenditures of \$75,000 are for contracted snow plowing services in certain cul-de-sacs. The proposed level of expense reflects a continued level of service that includes an additional pass by the contractor during the snow event as well as after snow has ceased.

Cul-de-Sac Fund Balance Projection



Due to expenditures outpacing revenues (lower development rate and increased level of service), this fund cannot be sustained over the long-term and service delivery will require a different source of revenue (new or existing) in the coming year. As of February 29, 2024, the Cul-de-Sac Fund had a cash balance of \$101,338.

Village Construction Fund

The Village Construction Fund is used to account for construction costs of municipal buildings other than those used for waterworks and wastewater utilities. With ongoing development, donations are budgeted at \$5,000 from municipal facility fees, and an additional \$1,000 is anticipated from interest income.

There are no planned expenditures for FY 24/25.

Downtown TIF Fund

In the fall of 2014, the Village established a tax increment financing (TIF) district to support redevelopment in the downtown Algonquin area. The Downtown TIF Fund is designated to track the income and spending associated within the redevelopment area. Revenues are projected conservatively, with \$1,200,000 in real estate tax revenues and \$10,000 from interest income.

Proposed expenditures are budgeted at \$1,210,000. Expenditure details for redevelopment efforts are recorded in the relevant fund that provides the financing. At the year's end, a journal entry will be made to allocate these expenses to the Downtown TIF Fund. The FY 24/25 budget reflects a \$1,100,000 advancement for redevelopment activities from the Street Improvement Fund.

Police Pension Fund

Budgeted revenues for the Police Pension Fund total \$6,070,000 including employee contributions of \$560,000, investment income of \$3,230,000, and employer contributions of \$2,280,000, which is \$229,492 higher than recommended by an independent actuarial valuation.

The fund's budgeted expenses amount to \$1,999,200. A large portion of expenses include retiree benefits/employee contribution refunds are \$1,920,000. There are currently four (4) annuitants on disability and eighteen (18) on retirement.

Additionally, administrative expenses for the Police Pension Fund are budgeted at \$79,200.

In 2020, the [Illinois Police Officers' Pension Investment Fund](#) (IPOPIF) was established under Public Act 101-0610 to consolidate and manage the pension assets of Illinois' suburban and downstate police pension funds, aiming to streamline investments and cut administrative costs. Funds from Algonquin's Police Pension Fund were transferred to the IPOPIF in June 2022, and since transferring, the fund has reduced administrative costs by over 40%.

Inactive Funds

The Village maintains the following funds; however, they do not have any planned financial activity for the fiscal year:

- **Longmeadow & Randall TIF Fund**
- **Special Service Area #1 Fund**
(Riverside Plaza)
- **Special Service Area #2 Fund**
(Coves III)
- **Special Service Area #3 Fund**
(Spectrum Senior Living)
- **Special Service Area #4 Fund**
(NorthPoint Lots 2-6)
- **Special Service Area #5 Fund**
(NorthPoint Lot 1)
- **Special Service Area #6 Fund**
(Westview Crossing Subdivision)
- **Special Service Area #7 Fund**
(Trails of Woods Creek Subdivision)
- **Special Service Area #8 Fund**
(Grand Reserve Subdivision)
- **Special Service Area #9 Fund**
(Algonquin Road Subdivision)
- **Debt Service Fund**

Development Fund

Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Budget
Taxes								
16000500	31496	Hotel Tax Receipts	\$ 17,907.73	\$ 49,454.12	\$ 79,076.87	\$ 52,089.31	\$ 52,000.00	\$ 72,000.00
Subtotal			\$ 17,907.73	\$ 49,454.12	\$ 79,076.87	\$ 52,089.31	\$ 52,000.00	\$ 72,000.00
Charges for Services								
16000300	34106	Cul de Sac Fees	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Investment Income								
16000500	36015	Interest - Cul de Sac	\$ 961.08	\$ 345.85	\$ 5,043.11	\$ 2,626.13	\$ 2,000.00	\$ 5,000.00
16000500	36016	Interest - Hotel Tax	514.85	254.29	4,272.66	4,739.58	1,000.00	6,000.00
Subtotal			\$ 1,475.93	\$ 600.14	\$ 9,315.77	\$ 7,365.71	\$ 3,000.00	\$ 11,000.00
Development Fund Total			\$ 25,383.66	\$ 50,054.26	\$ 88,392.64	\$ 59,455.02	\$ 55,000.00	\$ 83,000.00

Development Fund

Expenditures

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	FY 24/25	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Dept.	Manager	Budget
Cul de Sac										
16230300	42264	Snow Removal	\$ 128,990.02	\$ 71,565.48	\$ 63,182.31	\$ -	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -
Subtotal			\$ 128,990.02	\$ 71,565.48	\$ 63,182.31	\$ -	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -
Hotel Tax										
16260100	42252	Regional/Marketing	\$ 7,638.57	\$ 5,000.00	\$ 15,850.64	\$ 11,037.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00	\$ -
16260100	47710	Economic Development	10,410.00	106,526.75	-	-	-	-	-	-
16260500	48001	Transfer to General Fund	35,000.00	30,000.00	30,000.00	-	35,000.00	35,000.00	35,000.00	-
16230500	48004	Transfer to Street Improvement	-	-	-	-	-	-	-	-
Subtotal			\$ 53,048.57	\$ 141,526.75	\$ 45,850.64	\$ 11,037.00	\$ 50,000.00	\$ 51,000.00	\$ 51,000.00	\$ -
Development Fund Total			\$ 182,038.59	\$ 213,092.23	\$ 109,032.95	\$ 11,037.00	\$ 125,000.00	\$ 126,000.00	\$ 126,000.00	\$ -

Village Construction Fund

Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Budget
24000500	36001	Interest	\$ 8.24	\$ 5.55	\$ 3.51	\$ 0.45	\$ -	\$ -
24000500	36020	Interest - Investment Pools	194.72	102.74	682.12	1,399.87	300.00	1,000.00
24000100	33050	Donations - Capital - Gen. Gov.	83,800.00	1,000.00	1,300.00	13,500.00	1,200.00	5,000.00
Village Construction Fund Total			\$ 84,002.96	\$ 1,108.29	\$ 1,985.63	\$ 14,900.32	\$ 1,500.00	\$ 6,000.00

Village Construction Fund

Expenditures

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	FY 24/25	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Dept.	Manager	Budget
24900300	42234	Professional Services	\$ -	\$ -	\$ -	\$ 13,547.00	\$ -	\$ -	\$ -	\$ -
24900100	43332	Office Furniture & Equipment	-	-	-	-	-	-	-	-
24900100	43335	Vehicles & Equipment	-	-	-	-	-	-	-	-
24900300	44445	Outsourced Building Maint.	16,536.00	-	-	-	-	-	-	-
24900300	45593	Capital Improvements	-	69,980.00	-	-	-	-	-	-
Village Construction Fund Total			\$ 16,536.00	\$ 69,980.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Note: Restricted reserves are used for budgeted expenditures.										

Downtown TIF Fund

Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Budget
32000300	33050	Donations-Capital-General Govt.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32000500	31565	Real Estate Tax Downtown TIF	716,558.52	792,479.09	877,578.19	984,045.67	900,000.00	1,200,000.00
32000500	36001	Interest	3,063.32	2,917.29	12,420.56	21,536.45	5,000.00	10,000.00
32000500	38001	Transfer From General Fund	-	-	-	-	-	-
Downtown TIF Fund Total			\$ 719,621.84	\$ 795,396.38	\$ 889,998.75	\$ 1,005,582.12	\$ 905,000.00	\$ 1,210,000.00

Downtown TIF Fund

Expenditures

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	FY 24/25	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Dept.	Manager	Budget
32900100	42230	Legal Services	\$ -	\$ -	\$ 185.00	\$ -	\$ -	\$ -	\$ -	\$ -
32900100	42232	Engineering/Design Services	41,209.59	155,533.17	60,828.86	-	55,000.00	10,000.00	10,000.00	-
32900100	42234	Professional Services	175.00	-	-	-	-	-	-	-
32900100	43317	Postage	-	-	-	-	-	-	-	-
32900100	43370	Infrastructure Maintenance	89,206.13	-	-	-	-	-	-	-
32900100	45593	Capital Improvements	1,995,949.36	2,269,931.95	5,912,929.44	-	850,000.00	1,200,000.00	1,200,000.00	-
32900100	45595	Land Acquisition	246,877.11	1,109,372.19	52,011.25	-	-	-	-	-
32900100	47710	Economic Development	-	-	-	-	-	-	-	-
32900100	48001	Transfer to General Fund	-	-	-	-	-	-	-	-
Downtown TIF Fund Total			\$ 2,373,417.19	\$ 3,534,837.31	\$ 6,025,954.55	\$ -	\$ 905,000.00	\$ 1,210,000.00	\$ 1,210,000.00	\$ 1,210,000.00
Balance Sheet Adjustment										
32	25400	Advance From Street Impr.			\$ 3,150,000.00		\$ 1,700,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ -
Downtown TIF Fund Total			\$ 2,373,417.19	\$ 3,534,837.31	\$ 9,175,954.55	\$ -	\$ 2,605,000.00	\$ 2,310,000.00	\$ 2,310,000.00	\$ 1,210,000.00

Police Pension Fund

Revenues

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Budget
53	37010	Employee Contributions	\$ 424,549.23	\$ 467,032.15	\$ 501,104.75	\$ 213,066.06	\$ 543,000.00	\$ 560,000.00
53	36000	Investment Income Total	9,779,677.85	(2,328,388.12)	423,618.57	(260,525.91)	2,465,000.00	3,230,000.00
53	37020	Employer Contributions	2,068,000.00	2,280,982.59	2,280,000.00	2,182,637.12	2,280,000.00	2,280,000.00
53	37030	Prior Year Contributions	4,537.28	10,841.91	41,681.91	-	-	-
53	37031	Other Member Revenue	-	-	7,120.39	-	-	-
53	37032	Interest from Members	63.38	25,861.52	34,093.10	-	-	-
53	37900	Miscellaneous Revenue	14.89	112.11	156.52	10.08	-	-
Police Pension Fund Total			\$ 12,276,842.63	\$ 456,442.16	\$ 3,287,775.24	\$ 2,135,187.35	\$ 5,288,000.00	\$ 6,070,000.00

Police Pension Fund

Expenses

			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 23/24	FY 24/25	FY 24/25	FY 24/25
			Actual	Actual	Actual	Q2	Budget	Dept.	Manager	Budget
53900000	41195	Benefits & Refunds	\$ 1,555,055.40	\$ 1,679,536.27	\$ 1,626,242.62	\$ 723,697.45	\$1,840,000.00	\$1,920,000.00	\$1,920,000.00	\$0.00
53900000	42200	Administration	181,007.37	157,639.36	77,101.98	21,513.13	185,800.00	79,200.00	79,200.00	-
Police Pension Fund Total			\$ 1,736,062.77	\$ 1,837,175.63	\$ 1,703,344.60	\$ 745,210.58	\$ 2,025,800.00	\$ 1,999,200.00	\$ 1,999,200.00	\$ -



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 12, 2024

TO: Committee of the Whole

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

SUBJECT: Recommendation to Award the bid for Willoughby Farms Section 1 Rehabilitation to Builders Paving, LLC.

The Willoughby Farms Section 1 Subdivision is a sizeable residential subdivision in the Village located just south of County Line Road and west of Sleep Hollow Road that includes over 4.5 miles of local streets. The subdivision was built in two phases, spanning 1992 and 1994. The 30-year-old streets have never received major treatment or been replaced and the pavement and base are significantly distressed and failing. Highlighted below is the comprehensive scope of this project

- Full-depth reclamation (FDR) and new asphalt pavement on ~3.75 miles of local streets
- Two-inch asphalt resurfacing on ~0.8 miles of local streets
- ADA compliance at 41 intersections at sidewalks and multi-use path crossings
- New on-street bike lane on Stonegate Rd. from County Line south to Wynnfield Dr
- New off-street bike path from the south limits of Stonegate Rd at Willoughby Farms Park around the west and north perimeter of the park
- Curb/Gutter, Sidewalk, and driveway apron removal and replacement where needed
- Underground utility repairs and replacements to improve overall street drainage

Upon design completion plans this winter, the project was advertised for bid in February to encourage competitive bid pricing. Bids were opened on March 5th, 2023, with five (5) bids received. Builders Paving, LLC. was the low bidder in the amount of \$5,348,024.03. The low bid amount is well below the engineer's estimate for this project, which is \$6,263,133.75, but is comparable with the remaining four bidders. \$300,000 is budgeted in the Street Fund this FY, and \$5.5 million is proposed next FY to cover the construction costs.

The Village has not worked with Builders, however this past winter Arrow Construction merged with Builders to create one larger construction company. The Project Manager from Arrow Construction that performed work in the Village on Harnish Drive in 2021

and Tunbridge Subdivision in 2023 will once again be the Project Manager on this project.

Given the long-term success and track record of Arrow and now Builders, staff recommends the Committee of the Whole recommend the award of this project to the Village Board for approval in the amount of \$5,348,024.03 with Builders Paving, LLC.

In order to manage such a large-scale subdivision improvement, staff requested the attached proposal from Christopher B. Burke, LTD., to perform construction oversight on this project. A project of this magnitude will require an experienced construction engineer with excellent communication skills and patience. Staff is confident CBBEL will deliver by providing an experienced engineer who has completed recent projects in the Village. The submitted proposal is a not-to-exceed amount of \$454,420.00 which is 8.5% of the construction costs, which is in line with the expected amount for oversight.

Staff has proposed \$450,000 for construction oversight in the Street Improvement fund in FY2024/25. The project is expected to begin in early April with a completion late in the fall. Between the two fiscal years, there are sufficient funds to cover these costs.

Staff recommends that the Committee of the Whole recommend the low bid for construction of Willoughby Farms Section 1 Rehabilitation to the Village Board for approval with Builders Paving, LLC.

Summary

1. This is a considerable project that will require thorough project management and oversight. The recommended low bidder and Resident Engineer both have completed successful projects in the Village.
2. Communication with residents will be extremely important. The CM contract includes a website with Metro Strategies to complete community outreach and project updates.
3. Sufficient funds are proposed within the Street Improvement Fund to cover both the Construction and Construction Oversight for this project.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 7, 2024

Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.

Subject: Willoughby Farms Section 1 Rehabilitation (CBBEL Project No. 070273.00149)

Dear Mr. Ganek,

On Tuesday, March 5th, at 10:00 a.m. bids were received and opened for the aforementioned project. Five (5) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>
ENGINEER'S ESTIMATE	\$6,265,373.75
BUILDERS PAVING, LLC	\$5,348,024.03
GESKE AND SONS, INC.	\$5,621,760.01
A LAMP CONCRETE CONTRACTORS, INC.	\$5,677,000.00
SCHROEDER ASPHALT SERVICES, INC.	\$5,699,000.00
PLOTE CONSTRUCTION, INC.	\$5,947,114.83

Builders Paving, LLC is the low bidder with a bid amount of \$5,348,024.03. Builders Paving, LLC has performed satisfactory work for the Village in the past and CBBEL believes their bid to be in order. Therefore, our office recommends accepting Builders Paving, LLC's bid for the amount of \$5,348,024.03.

Enclosed for your review are the bid tabulations. If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

David J. Kleinwachter, P.E., CPESC, CFM
Project Manager, Civil Engineering Design

cc: Orion Galey – CBBEL (letter only)
Kevin Wilson – CBBEL (letter only)

VILLAGE OF ALGONQUIN
 WILLOUGHBY FARMS SECTION 1 REHABILITATION

BID TABULATION
 Date: March 6, 2024

CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		BUILDERS PAVING, LLC		GESKE & SONS, LLC.		A LAMP CONCRETE CONTRACTORS, INC.		SCHROEDER ASPHALT SERVICES, INC.		PLOTE CONSTRUCTION CO.	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	56	\$ 40.00	\$ 2,240.00	\$ 40.00	\$ 2,240.00	\$ 42.00	\$ 2,352.00	\$ 40.00	\$ 2,240.00	\$ 43.00	\$ 2,408.00	\$ 40.00	\$ 2,240.00
20101200	TREE ROOT PRUNING	EACH	30	\$ 100.00	\$ 3,000.00	\$ 90.00	\$ 2,700.00	\$ 94.50	\$ 2,835.00	\$ 50.00	\$ 1,500.00	\$ 96.00	\$ 2,880.00	\$ 90.00	\$ 2,700.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	35	\$ 75.00	\$ 2,625.00	\$ 47.00	\$ 1,645.00	\$ 49.35	\$ 1,727.25	\$ 25.00	\$ 875.00	\$ 51.00	\$ 1,785.00	\$ 47.00	\$ 1,645.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	150	\$ 115.00	\$ 17,250.00	\$ 150.00	\$ 22,500.00	\$ 157.50	\$ 23,625.00	\$ 50.00	\$ 7,500.00	\$ 160.00	\$ 24,000.00	\$ 150.00	\$ 22,500.00
20200100	EARTH EXCAVATION	CU YD	1212	\$ 40.00	\$ 48,480.00	\$ 5.00	\$ 6,060.00	\$ 45.00	\$ 54,540.00	\$ 10.00	\$ 12,120.00	\$ 28.00	\$ 33,936.00	\$ 10.00	\$ 12,120.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1508	\$ 40.00	\$ 60,320.00	\$ 5.00	\$ 7,540.00	\$ 15.00	\$ 22,620.00	\$ 10.00	\$ 15,080.00	\$ 10.00	\$ 15,080.00	\$ 10.00	\$ 15,080.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	6237	\$ 5.00	\$ 31,185.00	\$ 0.01	\$ 62.37	\$ 1.75	\$ 10,914.75	\$ 1.00	\$ 6,237.00	\$ 1.40	\$ 8,731.80	\$ 0.75	\$ 4,677.75
28000500	INLET AND PIPE PROTECTION	EACH	5	\$ 175.00	\$ 875.00	\$ 200.00	\$ 1,000.00	\$ 142.00	\$ 710.00	\$ 15.00	\$ 75.00	\$ 200.00	\$ 1,000.00	\$ 265.00	\$ 1,325.00
28000510	INLET FILTERS	EACH	113	\$ 150.00	\$ 16,950.00	\$ 175.00	\$ 19,775.00	\$ 232.00	\$ 26,216.00	\$ 15.00	\$ 1,695.00	\$ 185.00	\$ 20,905.00	\$ 175.00	\$ 19,775.00
30201700	PORTLAND CEMENT	TON	1796	\$ 200.00	\$ 359,200.00	\$ 196.00	\$ 352,016.00	\$ 196.00	\$ 352,016.00	\$ 196.00	\$ 352,016.00	\$ 210.50	\$ 378,058.00	\$ 196.00	\$ 352,016.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	1570	\$ 25.00	\$ 39,250.00	\$ 5.00	\$ 7,850.00	\$ 25.50	\$ 40,035.00	\$ 10.00	\$ 15,700.00	\$ 20.00	\$ 31,400.00	\$ 10.00	\$ 15,700.00
35501308	HOT-MIX ASPHALT BASE COURSE, 6"	SQ YD	1293	\$ 50.00	\$ 64,650.00	\$ 30.50	\$ 39,436.50	\$ 28.31	\$ 36,604.83	\$ 28.35	\$ 36,656.55	\$ 27.00	\$ 34,911.00	\$ 30.00	\$ 38,790.00
40600290	BITUMINOUS MATERIALS (TRACKLESS TACK COAT)	POUND	46508	\$ 0.75	\$ 34,881.00	\$ 0.01	\$ 465.08	\$ 0.01	\$ 465.08	\$ 0.01	\$ 465.08	\$ 0.01	\$ 465.08	\$ 0.01	\$ 465.08
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	8122	\$ 100.00	\$ 812,200.00	\$ 73.50	\$ 596,967.00	\$ 70.99	\$ 576,580.78	\$ 71.00	\$ 576,662.00	\$ 79.00	\$ 641,638.00	\$ 84.00	\$ 682,248.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	8469	\$ 90.00	\$ 762,210.00	\$ 81.50	\$ 690,223.50	\$ 85.35	\$ 722,829.15	\$ 85.50	\$ 724,099.50	\$ 84.00	\$ 711,396.00	\$ 85.00	\$ 719,865.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (SPECIAL)	SQ YD	4081	\$ 65.00	\$ 265,265.00	\$ 13.20	\$ 53,869.20	\$ 85.68	\$ 349,660.08	\$ 82.00	\$ 334,642.00	\$ 86.00	\$ 350,966.00	\$ 92.00	\$ 375,452.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	57727	\$ 9.00	\$ 519,543.00	\$ 10.75	\$ 620,565.25	\$ 8.93	\$ 515,502.11	\$ 8.50	\$ 490,679.50	\$ 9.10	\$ 525,315.70	\$ 12.00	\$ 692,724.00
42400800	DETECTABLE WARNINGS	SQ FT	1064	\$ 40.00	\$ 42,560.00	\$ 35.00	\$ 37,240.00	\$ 35.70	\$ 37,984.80	\$ 35.00	\$ 37,240.00	\$ 37.50	\$ 39,900.00	\$ 33.00	\$ 35,112.00
44000100	PAVEMENT REMOVAL	SQ YD	330	\$ 22.00	\$ 7,260.00	\$ 9.85	\$ 3,250.50	\$ 5.75	\$ 1,897.50	\$ 14.25	\$ 4,702.50	\$ 14.00	\$ 4,620.00	\$ 15.00	\$ 4,950.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	9914	\$ 5.00	\$ 49,570.00	\$ 3.25	\$ 32,220.50	\$ 2.46	\$ 24,388.44	\$ 2.50	\$ 24,785.00	\$ 1.70	\$ 16,853.80	\$ 4.00	\$ 39,656.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	62934	\$ 5.50	\$ 346,137.00	\$ 4.75	\$ 298,936.50	\$ 3.52	\$ 221,527.68	\$ 4.05	\$ 254,882.70	\$ 3.60	\$ 226,562.40	\$ 5.50	\$ 346,137.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	4081	\$ 15.00	\$ 61,215.00	\$ 27.00	\$ 110,187.00	\$ 15.30	\$ 62,439.30	\$ 14.25	\$ 58,154.25	\$ 12.90	\$ 52,644.90	\$ 13.00	\$ 53,053.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	16000	\$ 7.00	\$ 112,000.00	\$ 5.00	\$ 80,000.00	\$ 5.61	\$ 89,760.00	\$ 5.35	\$ 85,600.00	\$ 6.45	\$ 103,200.00	\$ 8.50	\$ 136,000.00
44000600	SIDEWALK REMOVAL	SQ FT	64465	\$ 2.75	\$ 177,278.75	\$ 2.75	\$ 177,278.75	\$ 1.12	\$ 72,200.80	\$ 1.05	\$ 67,688.25	\$ 1.55	\$ 99,920.75	\$ 1.75	\$ 112,813.75
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	43	\$ 105.00	\$ 4,515.00	\$ 85.50	\$ 3,676.50	\$ 88.07	\$ 3,787.01	\$ 121.00	\$ 5,203.00	\$ 128.00	\$ 5,504.00	\$ 86.00	\$ 3,698.00
550A0430	STORM SEWERS, CLASS A, TYPE 2 30"	FOOT	250	\$ 175.00	\$ 43,750.00	\$ 248.50	\$ 62,125.00	\$ 255.96	\$ 63,990.00	\$ 222.00	\$ 55,500.00	\$ 192.00	\$ 48,000.00	\$ 250.00	\$ 62,500.00
55100500	STORM SEWER REMOVAL 12"	FOOT	944	\$ 9.00	\$ 8,496.00	\$ 11.00	\$ 10,384.00	\$ 11.33	\$ 10,695.52	\$ 1.00	\$ 944.00	\$ 10.50	\$ 9,912.00	\$ 11.00	\$ 10,384.00
55100700	STORM SEWER REMOVAL 15"	FOOT	90	\$ 12.00	\$ 1,080.00	\$ 14.00	\$ 1,260.00	\$ 14.42	\$ 1,297.80	\$ 1.00	\$ 90.00	\$ 10.50	\$ 945.00	\$ 14.00	\$ 1,260.00
55100900	STORM SEWER REMOVAL 18"	FOOT	386	\$ 14.00	\$ 5,404.00	\$ 17.00	\$ 6,562.00	\$ 17.51	\$ 6,758.86	\$ 1.00	\$ 386.00	\$ 10.50	\$ 4,053.00	\$ 17.00	\$ 6,562.00
56105000	WATER VALVES 12"	EACH	1	\$ 5,600.00	\$ 5,600.00	\$ 10,995.00	\$ 10,995.00	\$ 11,324.85	\$ 11,324.85	\$ 5,475.00	\$ 5,475.00	\$ 5,800.00	\$ 5,800.00	\$ 11,000.00	\$ 11,000.00
60600605	CONCRETE CURB, TYPE B	FOOT	44	\$ 40.00	\$ 1,760.00	\$ 52.53	\$ 2,311.32	\$ 50.00	\$ 2,200.00	\$ 50.00	\$ 2,200.00	\$ 43.00	\$ 1,892.00	\$ 69.00	\$ 3,036.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	850	\$ 45.00	\$ 38,250.00	\$ 40.00	\$ 34,000.00	\$ 61.20	\$ 52,020.00	\$ 58.00	\$ 49,300.00	\$ 37.75	\$ 32,087.50	\$ 40.00	\$ 34,000.00
67100100	MOBILIZATION	L SUM	1	\$ 120,000.00	\$ 120,000.00	\$ 149,350.00	\$ 149,350.00	\$ 75,250.00	\$ 75,250.00	\$ 340,000.00	\$ 340,000.00	\$ 159,000.00	\$ 159,000.00	\$ 293,000.00	\$ 293,000.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	639	\$ 4.00	\$ 2,556.00	\$ 4.53	\$ 2,894.67	\$ 5.35	\$ 3,418.65	\$ 5.00	\$ 3,195.00	\$ 7.55	\$ 4,824.45	\$ 5.00	\$ 3,195.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	3430	\$ 5.00	\$ 17,150.00	\$ 0.76	\$ 2,606.80	\$ 1.19	\$ 4,081.70	\$ 1.11	\$ 3,807.30	\$ 1.35	\$ 4,630.50	\$ 1.11	\$ 3,807.30
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	2800	\$ 5.00	\$ 14,000.00	\$ 1.14	\$ 3,192.00	\$ 1.84	\$ 5,152.00	\$ 1.72	\$ 4,816.00	\$ 2.15	\$ 6,020.00	\$ 1.72	\$ 4,816.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	581	\$ 7.00	\$ 4,067.00	\$ 2.27	\$ 1,318.87	\$ 3.68	\$ 2,138.08	\$ 3.44	\$ 1,998.64	\$ 4.30	\$ 2,498.30	\$ 3.44	\$ 1,998.64
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	28	\$ 8.00	\$ 224.00	\$ 4.53	\$ 126.84	\$ 7.36	\$ 206.08	\$ 6.88	\$ 192.64	\$ 8.65	\$ 242.20	\$ 6.88	\$ 192.64
X0327036	BIKE PATH REMOVAL	SQ YD	47	\$ 15.00	\$ 705.00	\$ 20.00	\$ 940.00	\$ 18.00	\$ 846.00	\$ 15.00	\$ 705.00	\$ 12.00	\$ 564.00	\$ 15.00	\$ 705.00
X1700019	SEGMENTED BLOCK WALL TO BE REMOVED AND REPLACED	SQ FT	47	\$ 40.00	\$ 1,880.00	\$ 100.00	\$ 4,700.00	\$ 105.00	\$ 4,935.00	\$ 60.00	\$ 2,820.00	\$ 48.00	\$ 2,256.00	\$ 100.00	\$ 4,700.00
X2080250	TRENCH BACKFILL, SPECIAL	CU YD	604	\$ 45.00	\$ 27,180.00	\$ 61.50	\$ 37,146.00	\$ 63.35	\$ 38,263.40	\$ 10.00	\$ 6,040.00	\$ 48.50	\$ 29,294.00	\$ 61.50	\$ 37,146.00
X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	184	\$ 50.00	\$ 9,200.00	\$ 100.00	\$ 18,400.00	\$ 280.50	\$ 51,612.00	\$ 50.00	\$ 9,200.00	\$ 50.00	\$ 9,200.00	\$ 10.00	\$ 1,840.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 48,888.00	\$ 48,888.00	\$ 25,725.00	\$ 25,725.00	\$ 131,964.22	\$ 131,964.22	\$ 39,786.67	\$ 39,786.67	\$ 32,000.00	\$ 32,000.00
X7830060	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	639	\$ 1.50	\$ 958.50	\$ 6.11	\$ 3,904.29	\$ 1.61	\$ 1,028.79	\$ 1.50	\$ 958.50	\$ 2.15	\$ 1,373.85	\$ 1.50	\$ 958.50
X7830070	GROOVING FOR RECESSED PAVEMENT MARKING 5"	FOOT	3430	\$ 1.00	\$ 3,430.00	\$ 0.83	\$ 2,846.90	\$ 0.40	\$ 1,372.00	\$ 0.37	\$ 1,269.10	\$ 0.44	\$ 1,509.20	\$ 0.37	\$ 1,269.10
X7830074	GROOVING FOR RECESSED PAVEMENT MARKING 7"	FOOT	2800	\$ 1.20	\$ 3,360.00	\$ 1.15	\$ 3,220.00	\$ 0.60	\$ 1,680.00	\$ 0.56	\$ 1,568.00	\$ 0.55	\$ 1,540.00	\$ 0.56	\$ 1,568.00
X7830078	GROOVING FOR RECESSED PAVEMENT MARKING 13"	FOOT	581	\$ 1.50	\$ 871.50	\$ 3.06	\$ 1,777.86	\$ 1.19	\$ 691.39	\$ 1.11	\$ 644.91	\$ 2.20	\$ 1,278.20	\$ 1.11	\$ 644.91
X7830090	GROOVING FOR RECESSED PAVEMENT MARKING 25"	FOOT	28	\$ 2.00	\$ 56.00	\$ 6.11	\$ 171.08	\$ 2.38	\$ 66.64	\$ 2.22	\$ 62.16	\$ 5.50	\$ 154.00	\$ 2.22	\$ 62.16
XX004774	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SQ FT	900	\$ 80.00	\$ 72,000.00	\$ 13.00	\$ 11,700.00	\$ 13.91	\$ 12,519.00	\$ 13.50	\$ 12,150.00	\$ 15.20	\$ 13,680.00	\$ 25.00	\$ 22,500.00
XX006947	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	1000	\$ 80.00	\$ 80,000.00	\$ 71.35	\$ 71,350.00	\$ 59.94	\$ 59,940.00	\$ 60.00	\$ 60,000.00	\$ 40.00	\$ 40,000.00	\$ 40.00	\$ 40,000.00
XX007026	FENCE REMOVAL AND REINSTALLATION	FOOT	170	\$ 80.00	\$ 13,600.00	\$ 81.60	\$ 13,872.00	\$ 15.00	\$ 2,550.00	\$ 50.00	\$ 8,500.00	\$ 86.00	\$ 14,620.00	\$ 82.00	\$ 13,940.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 60,000.00	\$ 60,000.00	\$ 21,275.00	\$ 21,275.00	\$ 1,000.00	\$ 1,000.00	\$ 36,500.00	\$ 36,500.00	\$ 39,500.00	\$ 39,500.00	\$ 22,000.00	\$ 22,000.00
Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	972	\$ 165.00	\$ 160,380.00	\$ 103.00	\$ 100,116.00	\$ 106.09	\$ 103,119.48	\$ 137.00	\$ 133,164.00	\$ 173.00	\$ 168,156.00	\$ 104.00	\$ 101,088.00
Z0056610	STORM SEWER (WATER MAIN REQUIREMENTS) 15 INCH	FOOT	90	\$ 180.00	\$ 16,200.00	\$ 120.00	\$ 10,800.00	\$ 123.60							

VILLAGE OF ALGONQUIN
 WILLOUGHBY FARMS SECTION 1 REHABILITATION

BID TABULATION
 Date: March 6, 2024

CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		BUILDERS PAVING, LLC		GESKE & SONS, LLC.		A LAMP CONCRETE CONTRACTORS, INC.		SCHROEDER ASPHALT SERVICES, INC.		PLOTE CONSTRUCTION CO.	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
Z1	CATCH BASINS, TYPE A, 4' DIAMETER, 7065	EACH	2	\$ 3,800.00	\$ 7,600.00	\$ 4,700.00	\$ 9,400.00	\$ 4,839.97	\$ 9,679.94	\$ 5,000.00	\$ 10,000.00	\$ 4,600.00	\$ 9,200.00	\$ 4,700.00	\$ 9,400.00
Z2	CATCH BASINS, TYPE A, 4' DIAMETER, 7525	EACH	6	\$ 3,800.00	\$ 22,800.00	\$ 4,700.00	\$ 28,200.00	\$ 4,839.97	\$ 29,039.82	\$ 5,000.00	\$ 30,000.00	\$ 4,600.00	\$ 27,600.00	\$ 4,700.00	\$ 28,200.00
Z3	CATCH BASINS, TYPE A, 5' DIAMETER, 7525	EACH	1	\$ 4,500.00	\$ 4,500.00	\$ 6,932.00	\$ 6,932.00	\$ 7,139.96	\$ 7,139.96	\$ 6,615.00	\$ 6,615.00	\$ 5,100.00	\$ 5,100.00	\$ 7,000.00	\$ 7,000.00
Z4	CATCH BASINS, TYPE C, 2' DIAMETER, 7065	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 2,456.00	\$ 4,912.00	\$ 2,529.68	\$ 5,059.36	\$ 3,160.00	\$ 6,320.00	\$ 2,675.00	\$ 5,350.00	\$ 2,500.00	\$ 5,000.00
Z5	CATCH BASINS, TYPE C, 2' DIAMETER, 7525	EACH	5	\$ 2,000.00	\$ 10,000.00	\$ 2,456.00	\$ 12,280.00	\$ 2,529.68	\$ 12,648.40	\$ 3,160.00	\$ 15,800.00	\$ 2,700.00	\$ 13,500.00	\$ 2,500.00	\$ 12,500.00
Z6	CLASS D PATCHES, 10 INCH (SPECIAL)	SQ YD	2279	\$ 65.00	\$ 148,135.00	\$ 29.00	\$ 66,091.00	\$ 62.44	\$ 142,300.76	\$ 62.50	\$ 142,437.50	\$ 70.00	\$ 159,530.00	\$ 25.00	\$ 56,975.00
Z7	CLASS D PATCHES, 12 INCH (SPECIAL)	SQ YD	883	\$ 80.00	\$ 70,640.00	\$ 35.00	\$ 30,905.00	\$ 74.92	\$ 66,154.36	\$ 75.00	\$ 66,225.00	\$ 80.00	\$ 70,640.00	\$ 30.00	\$ 26,490.00
Z8	COMBINATION CONCRETE CURB AND GUTTER, TYPE M (SPECIAL)	FOOT	15150	\$ 36.00	\$ 545,400.00	\$ 38.00	\$ 575,700.00	\$ 44.63	\$ 676,144.50	\$ 41.00	\$ 621,150.00	\$ 36.90	\$ 559,035.00	\$ 36.00	\$ 545,400.00
Z9	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) 12"	EACH	1	\$ 12,000.00	\$ 12,000.00	\$ 7,726.82	\$ 7,726.82	\$ 7,714.70	\$ 7,714.70	\$ 5,275.00	\$ 5,275.00	\$ 5,325.00	\$ 5,325.00	\$ 7,500.00	\$ 7,500.00
Z10	CONSTRUCT NEW MULTI-USE PATH	SQ YD	1193	\$ 65.00	\$ 77,545.00	\$ 36.25	\$ 43,246.25	\$ 34.00	\$ 40,562.00	\$ 44.00	\$ 52,492.00	\$ 30.50	\$ 36,386.50	\$ 60.00	\$ 71,580.00
Z11	CONSTRUCTION ENTRANCE	SQ YD	2240	\$ 12.00	\$ 26,880.00	\$ 1.00	\$ 2,240.00	\$ 1.00	\$ 2,240.00	\$ 1.00	\$ 2,240.00	\$ 13.00	\$ 29,120.00	\$ 5.00	\$ 11,200.00
Z12	FRAMES AND GRATES	EACH	25	\$ 500.00	\$ 12,500.00	\$ 894.00	\$ 22,350.00	\$ 920.82	\$ 23,020.50	\$ 550.00	\$ 13,750.00	\$ 825.00	\$ 20,625.00	\$ 900.00	\$ 22,500.00
Z13	FULL-DEPTH RECLAMATION (BASE STABILIZATION) 10"	SQ YD	45578	\$ 4.50	\$ 205,101.00	\$ 4.00	\$ 182,312.00	\$ 4.95	\$ 225,611.10	\$ 3.60	\$ 164,080.80	\$ 3.60	\$ 164,080.80	\$ 4.10	\$ 186,869.80
Z14	FULL-DEPTH RECLAMATION (BASE STABILIZATION) 12"	SQ YD	17526	\$ 5.50	\$ 96,393.00	\$ 4.00	\$ 70,104.00	\$ 4.95	\$ 86,753.70	\$ 4.15	\$ 72,732.90	\$ 3.60	\$ 63,093.60	\$ 4.20	\$ 73,609.20
Z15	ITEMS AS ORDERED BY ENGINEER	UNIT	100000	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00
Z16	LANDSCAPE RESTORATION	SQ YD	2612	\$ 13.50	\$ 35,262.00	\$ 12.50	\$ 32,650.00	\$ 11.85	\$ 30,952.20	\$ 13.00	\$ 33,956.00	\$ 10.65	\$ 27,817.80	\$ 15.00	\$ 39,180.00
Z17	MAILBOX REMOVAL, SALVAGE, AND REPLACE	EACH	5	\$ 650.00	\$ 3,250.00	\$ 200.00	\$ 1,000.00	\$ 375.00	\$ 1,875.00	\$ 300.00	\$ 1,500.00	\$ 225.00	\$ 1,125.00	\$ 700.00	\$ 3,500.00
Z18	MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME 1050Z1	EACH	1	\$ 9,000.00	\$ 9,000.00	\$ 14,100.00	\$ 14,100.00	\$ 14,512.70	\$ 14,512.70	\$ 15,500.00	\$ 15,500.00	\$ 5,940.00	\$ 5,940.00	\$ 14,100.00	\$ 14,100.00
Z19	MANHOLES, TYPE A, 8' DIAMETER, TYPE 1 FRAME 1050Z1	EACH	1	\$ 14,000.00	\$ 14,000.00	\$ 24,550.00	\$ 24,550.00	\$ 25,259.72	\$ 25,259.72	\$ 17,300.00	\$ 17,300.00	\$ 16,200.00	\$ 16,200.00	\$ 25,000.00	\$ 25,000.00
Z20	PRECONSTRUCTION VIDEO TAPING	LSUM	1	\$ 7,000.00	\$ 7,000.00	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ 2,500.00	\$ 2,500.00	\$ 7,800.00	\$ 7,800.00
Z21	SANITARY SEWER POINT REPAIR, 8"	FOOT	10	\$ 150.00	\$ 1,500.00	\$ 441.40	\$ 4,414.00	\$ 454.64	\$ 4,546.40	\$ 700.00	\$ 7,000.00	\$ 1,350.00	\$ 13,500.00	\$ 450.00	\$ 4,500.00
Z22	SAW AND SEAL CURB	EACH	400	\$ 40.00	\$ 16,000.00	\$ 60.00	\$ 24,000.00	\$ 37.74	\$ 15,096.00	\$ 35.00	\$ 14,000.00	\$ 35.00	\$ 14,000.00	\$ 20.00	\$ 8,000.00
Z23	SILTATION CONTROL FENCE	FOOT	2000	\$ 5.00	\$ 10,000.00	\$ 3.00	\$ 6,000.00	\$ 3.30	\$ 6,600.00	\$ 1.00	\$ 2,000.00	\$ 2.50	\$ 5,000.00	\$ 4.50	\$ 9,000.00
Z24	SPECIAL BOLT REPLACE	EACH	59	\$ 650.00	\$ 38,350.00	\$ 768.00	\$ 45,312.00	\$ 791.04	\$ 46,671.36	\$ 185.00	\$ 10,915.00	\$ 800.00	\$ 47,200.00	\$ 770.00	\$ 45,430.00
Z25	STORM SEWER POINT REPAIR, 12"	FOOT	50	\$ 250.00	\$ 12,500.00	\$ 395.00	\$ 19,750.00	\$ 406.85	\$ 20,342.50	\$ 385.00	\$ 19,250.00	\$ 1,175.00	\$ 58,750.00	\$ 400.00	\$ 20,000.00
Z26	STORM SEWER POINT REPAIR, 18"	FOOT	10	\$ 275.00	\$ 2,750.00	\$ 530.00	\$ 5,300.00	\$ 545.90	\$ 5,459.00	\$ 665.00	\$ 6,650.00	\$ 1,460.00	\$ 14,600.00	\$ 600.00	\$ 6,000.00
Z27	STRUCTURES TO BE ADJUSTED	EACH	115	\$ 750.00	\$ 86,250.00	\$ 985.00	\$ 113,275.00	\$ 1,014.55	\$ 116,673.25	\$ 1,400.00	\$ 161,000.00	\$ 1,270.00	\$ 146,050.00	\$ 1,000.00	\$ 115,000.00
Z28	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	10	\$ 1,000.00	\$ 10,000.00	\$ 1,650.00	\$ 16,500.00	\$ 1,699.50	\$ 16,995.00	\$ 1,185.00	\$ 11,850.00	\$ 1,625.00	\$ 16,250.00	\$ 1,650.00	\$ 16,500.00
Z29	STRUCTURES TO BE REHABILITATED	EACH	5	\$ 2,500.00	\$ 12,500.00	\$ 2,700.00	\$ 13,500.00	\$ 2,770.70	\$ 13,853.50	\$ 1,600.00	\$ 8,000.00	\$ 2,975.00	\$ 14,875.00	\$ 2,700.00	\$ 13,500.00
Z30	STRUCTURES TO BE REMOVED	EACH	13	\$ 1,500.00	\$ 19,500.00	\$ 575.00	\$ 7,475.00	\$ 592.25	\$ 7,699.25	\$ 500.00	\$ 6,500.00	\$ 530.00	\$ 6,890.00	\$ 575.00	\$ 7,475.00
Z31	TEMPORARY CONSTRUCTION FENCE FOR TREE PROTECTION	EACH	100	\$ 180.00	\$ 18,000.00	\$ 150.00	\$ 15,000.00	\$ 150.00	\$ 15,000.00	\$ 50.00	\$ 5,000.00	\$ 125.00	\$ 12,500.00	\$ 7.50	\$ 750.00
Z32	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, 1050Z1	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 6,900.00	\$ 6,900.00	\$ 7,075.07	\$ 7,075.07	\$ 6,500.00	\$ 6,500.00	\$ 4,750.00	\$ 4,750.00	\$ 7,000.00	\$ 7,000.00
				\$ 6,265,373.75		TOTAL= \$ 5,348,024.03		TOTAL= \$ 5,621,760.01		TOTAL= \$ 5,677,000.00		TOTAL= \$ 5,699,000.00		TOTAL= \$ 5,947,114.83	

*INDICATES SPECIAL PROVISION

INDICATES DEVIATION FROM CALCULATED TOTAL BASED ON UNIT PRICE SUBMITTED



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

WILLOUGHBY FARMS SUBDIVISION SECTION 1 REHABILITATION

SIGNATURE FORM

This AGREEMENT is made and entered into this 19th day of March, 2024, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Builders Paving, LLC., 4401 Roosevelt Road, Hillside, IL 60162 (CONTRACTOR).

WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated February 13, 2024 for Willoughby Farms Subdivision Section 1 Rehabilitation - under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and BID 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 BID of the CONTRACTOR for the work in the sum of \$5,348,024.03 (FIVE MILLION THREE HUNDRED FORTY EIGHT THROUSAND TWENTY FOUR DOLLARS AND THREE CENTS)
2. CONTRACTOR agrees to complete **ALL** work within/by **November 1, 2024** including **interim completion dates of July 5, 2024 for Stage 1 and October 4, 2024 for Stage 2** 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. Willoughby Farms Subdivision Section 1 Rehabilitation Project plans prepared by the VILLAGE, prepared by Christopher B. Burke Engineering, Ltd., dated February 13 2024.
 - 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 Bidding Documents
4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.



Village of Algonquin
The Gem of the Fox River Valley
CONTRACT

Continued on next page.

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

WILLOUGHBY FARMS SUBDIVISION SECTION 1 REHABILITATION

INSURANCE CERTIFICATE

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



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

Willoughby Farms Section 1 Rehabilitation Project

BOND No.

PAYMENT & PERFORMANCE BOND

Know all men and women by these presents that

Builders Paving, LLC.

4401 Roosevelt Road

Hillside, Illinois 60162

as Principal, hereinafter called the CONTRACTOR, and

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

\$5,348,024.03 (FIVE MILLION THREE HUNDRED FORTY EIGHT THOUSAND TWENTY FOUR DOLLARS AND THREE CENTS)

that represents 100% of the Contract Price for the payment whereof CONTRACTOR & SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the CONTRACTOR has by written agreement dated (March 19, 2024) entered into a contract with the VILLAGE for the project known as for Willoughby Farms Subdivision Section 1 Rehabilitation Project 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:



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

1. Complete the CONTRACT in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to VILLAGE for completing the CONTRACT in accordance with its terms and conditions, and upon determination by VILLAGE and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and VILLAGE, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or CONTRACTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT price. The term “balance of the CONTRACT price”, as used in this paragraph shall mean the total amount payable by VILLAGE to CONTRACTOR. It is the intention of this undertaking that the total cost and expenditure by VILLAGE shall not exceed the CONTRACT price.

C. No right of action shall accrue to or for the use of any person or corporation other than the VILLAGE named herein or the heirs, executors, administrators or successors of the VILLAGE

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

Signed and Sealed this _____ day of _____, 2024, A.D.

In the Presence of:

Witness (Print)

Principal (Signature)

Witness (Signature)

Title

Surety (Signature)

Surety (Print)

Title

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

The Village of Algonquin is requesting a proposal for Phase III Engineering. The project includes spot curb and gutter replacement, sidewalk replacement and utility rehabilitation along Wynnfield Drive, Stonegate Road, Arbordale Lane, Cloverdale Lane, Fernwood Lane, Dorchester Avenue, Haverford Drive, White Oak Drive, Peach Tree Lane, and Waverly Lane. The project also includes new B-6.12 curb and gutter on the south side of Wynnfield Drive from Stonegate Road to Dorchester Avenue and on the east side of Stonegate Road from Wynnfield Drive to its southern terminus as well as additional storm sewer improvements along Cloverdale Lane, Haverford Drive, and Sleepy Hollow Road as outlined in the 2023 Stormwater Master Plan. Lastly, the project will include new on-street bike facilities on Stonegate Road from County Line Road to its southern terminus.

It is our understanding that the project will be let on March 5, 2024 and construction is expected to take place between April, 2024 and December, 2024. The estimated construction cost is approximately \$6,263,000.

III. SCOPE OF SERVICES

A. Phase III Engineering

1. Preconstruction Services

- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Review the Inspector's Checklists for contract line items including Erosion Control, Hot-Mix Asphalt, Storm Sewers, Earth Excavation and Embankment.

2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
- Shop Drawings and Contractor Submittals:
 - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
 - Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

3. Construction Observation

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of 50 hours per week for a 38-week duration of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls fourteen (14) calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Acts as Village Liaison for all project-related coordination with (sub) contractors and communication with residents/businesses.

4. Construction Documentation

- CBBEL follows all VILLAGE guidelines and procedures for Construction Engineering.
- Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records;
- Contract Administration/Documentation;
- Quantity Measurement;
- Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
- Develop and Process Change Orders as necessary including Final Balancing Change Order;
- Respond to any Requests for Information from the Contractor.

5. Materials QA

- Performance of Quality Assurance Material Testing in conformance with Village requirements for QC/QA Material Testing;
- CBBEL will utilize Rubino Engineering, Inc. (Rubino) for Portland Cement Concrete (PCC) and Hot-Mix Asphalt (HMA) material testing portions of this contract. Rubino will provide Quality Assurance (QA) testing as outlined by IDOT's Bureau of Material and Physical Research, and further described in the Construction Manual.
- The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the contractor's QC sub-contractor and Rubino for compliance with the project specifications.

6. Public Outreach

- CBBEL will utilize the assistance of Metro Strategies Group to provide communications and outreach services related to the Project, including a project website, construction updates and social media content. Metro Strategies' services are fully described in the attached proposal.

7. Closeout

- Develop and ensure completion of "Punch List";
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit job box and all project-related electronic correspondence to the Village of Algonquin Public Works

IV. MAN-HOURS & FEE SUMMARY

A. Phase III Engineering

Task A.1 Preconstruction Services			
Engineer V	5 hrs x \$190/hr	=	\$950
Engineer IV	80 hrs x \$155/hr	=	\$12,400
Task A.2 Shop Drawing Review			
Engineer IV	16 hrs x \$155/hr	=	\$2,480
Task A. 3 Construction Observation			
Engineer V	100 hrs x \$190/hr	=	\$19,000
Engineer IV	1900 hrs x \$155/hr	=	\$294,500
Task A.4 Construction Documentation			
Engineer V	16 hrs x \$190/hr	=	\$3,040
Engineer IV	280 hrs x \$155/hr	=	\$43,400
Task A.5 Material QA			
Rubino Engineering		=	\$20,000
Task A.6 Public Outreach			
Metro Strategies Group		=	\$25,500
Task A.7 Project Closeout			
Engineer V	16 hrs x \$190/hr	=	\$1,850
Engineer IV	120 hrs x \$155/hr	=	\$18,600
Vehicle Usage	\$65 per day - 180 days	=	<u>\$11,700</u>
		Total	\$454,420

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: _____

Title: President

Date: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 7, 2024

TO: Tim Schloneger, Village Manager

FROM: Brad Andresen, Village Ecologist/Horticulturist

SUBJECT: 2024 Downtown Streetscape Landscape Maintenance

In January of this year, Public Works requested pricing from our current contractor, Yellowstone Landscape (formerly Moore Landscape) for continued maintenance and annual plant installations within the Algonquin downtown streetscape area for the 2024 growing season.

The Village of Algonquin has contracted with Yellowstone Landscape for multiple years to conduct the annual maintenance of the downtown streetscape planting beds, urns, and hanging baskets. This work includes maintenance, fertilization, spring cleanup, fall cleanup, pruning and annual plant rotations within the downtown area.

The Village has proposed money in the FY 24/25 budget in General Services in the amount of \$120,000.00 for this service. In order to keep the same services as last year, add additional bed maintenance and hanging baskets along the newly constructed Riverwalk, and adding the annual price increase from the contractor, the proposal came in at \$134,088.00.

Therefore, we have to reduce the scope of services from what it was last year in order to stay within budget. Staff recommends removing all plantings in the Main Street bridge planter boxes for a total of \$10,484.00 and removing the fall planting rotation in all the urns on Main Street for a total of \$5,805.00. This brings the total for the contract down to \$117,799.00 which falls within budget.

Public works has been very happy with the quality of work completed on the downtown landscape maintenance by Yellowstone in previous years and believe they deliver a quality product at a reasonable price.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Downtown Streetscape Landscape Maintenance for the 2024 growing season to Yellowstone Landscape for \$117,799.00.

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services)

Effective Date: 05/01/2024

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule B – Contract Price; Schedule C – Insurance.** No additional or contrary terms stated in the Vendor’s acknowledgment or other response shall be deemed a part of this Agreement.

Project: Downtown Streetscape Landscape Maintenance Contract 2024	Location: Downtown Algonquin: Main Street, North Harrison St, Riverwalk
Originating Department: Village of Algonquin Public Works	
Owner	Vendor
Name : Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Brad Andresen Phone: 847-658-1488 Email: bradleyandresen@algonquin.org	Name: Yellowstone Landscape Address: 3235 North State Street PO Box 849 Bunnell, FL 32110 Contact: Logan Lowry Phone: (847) 722-6898 Email: llowry@yellowstonelandscape.com

PREVAILING WAGE NOTICE: If this box is checked, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

COST OF WORK: The Contract Price of the Work under this Agreement is:
 Price as set forth in Schedule B

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
See Sch B		Downtown Streetscape Landscape Maintenance 2024	\$117,799.00

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date, if any, is April 30th, 2025.

ACCEPTANCE OF AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

VENDOR:

VILLAGE OF ALGONQUIN

By: _____
Representative of Vendor authorized to execute Purchase Order Agreement

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

TERMS AND CONDITIONS

- 1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.
- 3. Familiarity with Plans; Qualifications:** Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.
- 5. Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.
- 8. Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.
- 9. Vendor Warranty:** Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

10. Insurance:

10.1 Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if request by the Village) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

10.2 If required by Owner, Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Vendor in connection with the Work. Such performance and payment bond shall be an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

11.2 In any and all claims against the Owner or any of its agents or employees, by any employee of Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.3 In addition to any indemnification obligations under this Agreement, Vendor acknowledges that should any items or work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorneys' fees.

12. Termination; Force Majeure: In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

13. Remedies: Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

14. Compliance With Laws: During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

15. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Order.

16. Records, Reports and Information: Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Vendor and the results thereof. Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

17. Tobacco Use: Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

18. Assignment: Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

19. Limitation of Liability; Third Party Liability: In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

20. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Vendor and Owner with respect to such future performance shall continue in full force and effect.

21. Controlling Law, Severability: The validity of this Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys' fees incurred in enforcing the terms of this Agreement. If any provision or requirement of this Agreement is declared or found to be unenforceable, that balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

Village of Algonquin

Landscape Maintenance Contract 2024

Monday, March 4, 2024





Date: 3/4/2024
Village of Algonquin
110 Meyer Dr.
Algonquin, IL 60102

Village of Algonquin
Vince Kilcullen
110 Meyer Dr.
Algonquin, IL 60102
Phone: 847-658-2754 ext. 4411
Email: vkilcullen@algonquin.org

Prepared By: Logan Lowry
Email: llowry@yellowstonelandscape.com
Phone:
Fax: 847-205-9157
Opp# 373141

Landscape Maintenance Contract 2024

<u>Description</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total \$</u>
<u>Recurring Maintenance</u>			
<u>Recurring Maintenance</u> Mowing and Edging. Cut existing turf areas to 3" to 4" in height, weather permitting, during periods of active growth. The removal of incidental trash, sticks, and debris from turf areas is included in this service. Additional charges will apply for excessive litter we must remove before performing the included operations. Examples of excessive litter include areas near dumpsters where trash escapes, filled trash bags next to dumpsters, loose packing materials, oversize items like discarded tires/furniture and discarded tobacco products. Excess grass clippings will be removed from turf areas, and blown off walks and curbs. Specialized mulching blades may be utilized to control excess clippings during times of extreme growth or consistent leaf debris. If clippings need to be removed from turf areas or bagged, this service will be proposed separately or expressly written into the contract. Mowing equipment will be kept in proper condition. Blades will be sharpened regularly to prevent the tearing of turf. Turf areas near signs, fences, and other obstructions will be trimmed with a line trimmer. Trimming near parked vehicles or any type of permanent glass may not be completed for liability purposes. Power edging of curbs, drives, and walks will be performed if turf is consistently growing onto the hard surfaces. Weed Control. Remove by hand or mechanically unwanted, existing, annual and/or perennial plants. Apply herbicides at the contractor's discretion in an attempt to permanently kill invasive weed growth. Expansion joints and crevices in hardscaped areas are included in this service unless expressly written otherwise. Weed control for pavement and concrete surfaces in poor condition may be separately proposed and result in additional costs to the client. Clean-Up. After each	28	\$1,850.00	\$51,800.00

maintenance visit, areas including turf, planting beds, and hard surfaces near either of the previously mentioned will be left clean and debris hauled away. This service does not include extensive cleaning of stained hardscapes or any permanent structures.

PreEmerge

<u>Bed Pre-emergent</u>	1	\$84.00	\$84.00
Apply a granular, pre-emergent herbicide to all applicable plant beds to help prevent targeted annual and perennial weeds.			

Bed Fertilization

<u>Bed Fertilization</u>	1	\$210.00	\$210.00
Apply a balanced, slow-release fertilizer in all applicable plant beds in spring.			

Clean-ups

<u>Spring Cleanup</u>	1	\$1,655.00	\$1,655.00
Remove litter and landscape debris from turf, planting beds, and all other applicable, exterior areas. Cut back all designated perennial and shrubs to appropriate heights according to proper horticultural practices. Haul away debris.			

<u>Fall Cleanup</u>	1	\$1,358.00	\$1,358.00
Remove leaf debris from all applicable turf, planting bed, and hardscape areas. Cut back designated perennials to appropriate height. Haul away debris.			

Pruning

<u>Pruning Shrubs, Groundcovers and Perennials</u>	2	\$925.00	\$1,850.00
Prune designated shrubs, groundcovers, and perennials to maintain proper shape and promote new growth. Plant material will be pruned at the time most beneficial to its flowering and growth habits. Pruning efforts will be focused on the current year's growth, but at times old wood may be removed at the contractor's discretion. Rejuvenation and/or structural pruning is not included in this service and will be proposed separately. Clean work area and haul away debris.			

Spring Seasonal Rotation

<u>Seasonal Annuals - Spring Planters & Urns</u>	1	\$6,503.00	\$6,503.00
Furnish and install spring flowers in 20 urns			

Summer Seasonal Rotations

<u>Seasonal Annuals - Summer Hanging Baskets</u>	1	\$24,204.00	\$24,204.00
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Furnish and install summer annuals in (40) large Downtown hanging baskets & (82) #10 pots at Riverfront light poles.

<u>Seasonal Annuals - Summer Planters & Urns</u>	1	\$5,165.00	\$5,165.00
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Furnish and install Summer flowers in 20 urns

Winter Seasonal Rotations

<u>Seasonal Annuals - Winter Décor Hanging Baskets</u>	1	\$17,417.00	\$17,417.00
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Furnish and install winter decor in (40) large Downtown hanging baskets

<u>Seasonal Annuals - Winter Décor Planters & Urns</u>	1	\$7,553.00	\$7,553.00
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Furnish and install winter décor in 20 urns & 4 bridge planters

Total Contract Amount			\$117,799.00
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Optional Services

Mulch - Hardwood	1	\$821.00	\$821.00
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Furnish and install shredded, hardwood mulch to all designated planting beds. Clean work area and haul away debris.

Seasonal Annuals - Fall Planters & Urns	1	\$5,805.00	\$5,805.00
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Furnish and install Fall annuals in 20 Urns along S Main St.

Seasonal Annuals - Fall Bridge Planters	1	\$1,760.00	\$1,760.00
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Furnish & install Fall decor in 4 raised planters on downtown bridge.

Seasonal Annuals - Summer River Front Urns	1	\$3,229.00	\$3,229.00
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Prepare beds by amending soil and applying a slow release fertilizer. Furnish and install a specified arrangement of fall annuals in designated planting beds and containers. Provide an initial watering to newly planted annuals, clean work area, and haul away debris.

Seasonal Annuals - Spring Bridge Planters	1	\$2,698.00	\$2,698.00
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Furnish & install Spring Flowers in 4 raised planter on bridge

Seasonal Annuals - Summer Bridge Planters	1	\$2,375.00	\$2,375.00
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Furnish & install Summer flowers in 4 raised planters on bridge

Seasonal Annuals - Winter Bridge Planters	1	\$3,651.00	\$3,651.00
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Furnish and install a specified arrangement of winter décor in 4 raised planting containers. Clean work area and haul away debris.

\$20,339.00

Terms & Conditions

This AGREEMENT is made by and between YELLOWSTONE LANDSCAPE, an Illinois corporation (hereinafter referred to as "Contractor") and Village of Algonquin (hereinafter referred to as "Client").

WITNESSETH

WHEREAS, Contractor is engaged in the business of landscape maintenance and related services and desires to furnish services to Client during the Contract Period as set forth below; and

WHEREAS, Client maintains and administers the property commonly known as Village of Algonquin, located in Algonquin, Illinois (hereafter referred to as the "Property") and;

WHEREAS, Client desires to avail itself of the services performed by Contractor on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Landscaping Services

1.01 Specifications for Landscape Work

A detailed list of specifications of the services to be performed under this Agreement (referred to as the "Landscape Work") is attached hereto as Exhibit A and by this reference is made a part hereof.

1.02 Scope of Work

The scope of the Landscape Work and related pricing will be reviewed and mutually adjusted as needed to reflect any changes due to construction and alteration projects.

2. Relationship, Maintenance Periods, Compensation and Billing.

2.01 Relationship

Contractor shall perform all services under this Agreement as an independent contractor and not as an employee, agent, joint venture or partner of Client. Neither Contractor nor Client has any authority to assume or create any obligation or responsibility, expressly or impliedly, on behalf of or in the name of the other party, or to bind the other party in any manner.

2.02 Landscape Maintenance Periods

Landscape Maintenance Period Each Year of the Contract: April 1 through November 30.

2.03 Compensation

(a) Base Maintenance Compensation

Contractor shall receive as and for its base compensation for the Landscape Work set forth in this Agreement the sum of \$117,799.00 , as itemized in the Maintenance Schedule attached hereto as Exhibit B. The base compensation shall be paid in monthly installments as outlined in the Payment Schedule for services, in accordance with section 2.04 below.

2.04 Billing

On the 1st of the month commencing April 1 and continuing through November 1 of each year of the Contract Period, Contractor shall present to Client its invoices for base monthly compensation (as provided in section 2.03 (a)). In addition, Contractor shall present Client its invoices for any and all additional services performed during the Contract Period (as provided in section 2.03 (b)). Such additional services shall be invoiced upon completion of the services or upon partial completion as mutually agreed by Contractor and Client. Client shall pay all of Contractor's invoices in a full within fifteen (15) days after receipt. Invoices not paid within the term of this contract will be subject to a 1 ½ % monthly finance charge (late fee).

3. Insurance

3.01 Coverage to be Obtained by Contractor

Contractor will carry the following minimum insurance coverage during the Contract Period:

Worker's Compensation: Statutory limits.

General Liability: \$1,000,000 per occurrence. (Includes products and completed operations.)
\$2,000,000 aggregate. (Includes products and completed operations)

Automobile: \$1,000,000 C.S.L.

Umbrella: \$5,000,000

4. Termination

4.01 Termination by Client

(a) Client may terminate this Agreement by giving not less than thirty (30) days prior written notice to Contractor stating that termination is being made under the provisions of this section 4.01, describing the specific causes for termination as provided below, and specifying the effective date of termination, if:

1. Contractor should repeatedly refuse or fail to supply properly skilled workmen or equipment or materials of the proper quality or quantity to perform the services specified in this Agreement;
2. Contractor should fail in any material respect to perform said services with sufficient promptness and diligence;
3. Contractor should disregard law, ordinances, governmental rules or regulations related to the performance of services under this Agreement; or
4. Contractor should repeatedly disregard instructions of Client or its authorized representative which are consistent with this Agreement;

provided, however, that the notice of termination shall be null and void if Contractor substantially corrects the causes for termination described in Client's written notice of termination within thirty (30) days after Contractor's receipt of such notice.

(b) In the event of termination by Client in accordance with section 4.01(a), Contractor shall be entitled to receive payment under this Agreement for all Landscape Work and additional services

performed through the termination date. Such payment shall be made pursuant to invoice to the Client from Contractor no later than fifteen (15) days after the termination date.

4.02 Termination by Contractor

Contractor may terminate this Agreement by giving not less than thirty (30) days prior written notice to Client stating that termination is being made under the provisions of this section and specifying the effective date of termination, if Client fails to make a payment due Contractor within thirty (30) days after its due date as set forth in paragraph 2.04. The rights and remedies of Contractor set forth in the Article shall not be exclusive and are in addition to all other rights and remedies of the Contractor.

5. Governing Laws

This Agreement shall be governed by the laws of the State of Illinois.

6. Contract Documents; Entire Agreement

The Contract Documents constitute and set forth the entire agreement between Client and Contractor and supersede all prior agreements, understandings and representations, whether oral or written, relating to the subject matter of this Agreement.

7. Notices

- (a) Any notice to be given to Client hereunder shall be given by mailing same by United States mail, certified or registered mail, and addressed as follows:

Village of Algonquin
110 Meyer Dr.
Algonquin, IL 60102

- (b) Any notice to be given to Contractor hereunder shall be given by mailing same by United States mail, certified or registered mail, and addressed as follows:

YELLOWSTONE LANDSCAPE
1869 Techny Road
Northbrook, IL 60025

IN WITNESS, WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives (named below).

TREE DISCLOSURE STATEMENT

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or seek additional advice.

Arborists cannot detect every condition that could possibly lead to structural failure of a tree or anticipate extreme weather events that could contribute to failure. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like any medicine, cannot be guaranteed.

Treatment, pruning and removal of trees may involve considerations beyond the scope of the Arborists services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information provided.

Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

BASE PAYMENT SCHEDULE

SCHEDULE	PRICE
April	\$14,724.87
May	\$14,724.87
June	\$14,724.87
July	\$14,724.87
August	\$14,724.87
September	\$14,724.87
October	\$14,724.87
November	\$14,724.91
December	\$0.00
January	\$0.00
February	\$0.00
March	\$0.00
<hr/>	
	\$117,799.00

Agreement of Services

Entered this Date of Proposal: March 4, 2024

Yellowstone Landscape
3235 North State Street
PO Box 849
Bunnell, FL 32110

Between

AND

Village of Algonquin
110 Meyer Dr.
Algonquin, IL 60102

Total contract amount: **\$117,799.00**

Owner/ Agent

Yellowstone Landscape
3235 North State Street
PO Box 849
Bunnell, FL 32110

Company: _____

Address: _____

City: _____ **St.** _____ **Zip:** _____

Signature: *Logan Lowry*

Printed Name: Logan Lowry

By: **Yellowstone Landscape**

Date: March 4, 2024

Signature: _____

Printed Name: _____

PO Number: _____

Date: _____

Insurance Requirements – Vendor/Services

Required Insurance:

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
 - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
 - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
 - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
 - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.
5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

General Insurance Provisions

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

DATE: March 12, 2024

TO: Tim Schloneger, Village Manager

FROM: Nadim Badran, Director of Public Works

SUBJECT: Ganek Municipal Center Sprinkler System Repair

On January 15th, a frozen sprinkler pipe burst resulting in damage at the Ganek Municipal Center impacting the Village Board Room, Executive Offices, Police Records, and the Police Locker Rooms. This burst pipe occurred due to the extreme temperatures and wind experienced that day, paired with the location of the sprinkler system in the attic.

The damaged areas contain expensive equipment and technology, with the Village's server room located below the Council Chambers. In order to prevent a similar break in the future due to freezing, staff is looking into several options including additional insulation to the building and a modernized fire suppression system that utilizes anti-freeze. In the event the system is activated by a fire, the lines would first empty the safety rated anti-freeze solution before allowing the flow of water to extinguish the fire.

Staff sought quotes from multiple reputable vendors for this work, due to the cost of the National Fire Protection Association Rated anti-freeze solution. Two quotes were received:

Company	Cost
Absolute Fire Protection	\$90,930
Fox Valley Fire & Safety	\$44,550

Staff has worked with both firms, and recommends utilizing Fox Valley Fire and Safety for conversion of the existing system to the anti-freeze system. Work will include replacing all existing heads in the converted loop and installing a supply valve and tank, and the NFPA rated solution.

Summary:

1. The existing system is prone to future breaks due to age and conditions of the attic.
2. The installation of an anti-freeze looped system will prevent the pipes from bursting in the future.
3. Two quotes were received, with Fox Valley Fire and Safety being the lowest quote.
4. Sufficient funds are available in the current budget year for completion of this work.

Based on the information provided herein, staff recommends the contract for installation of the looped anti-freeze sprinkler system be moved to the March 19th Village Board meeting for approval.



ONE COMPANY DOES IT ALL

Fire Alarm • 24-Hour Monitoring • Fire and Safety Products • Security • Engineered Fire Suppression • Sprinkler Service
2730 Pinnacle Drive • Elgin, IL 60124-7943 • 847-695-5990 • Fax 847-695-3699 • www.foxvalleyfire.com

Date: 02/28/2024
Village of Algonquin
Attn: Mike Reif
2200 Harnish
Algonquin, IL 60102
Via Email: MikeReif@algonquin.org

Project: Sprinkler – Conversion of 2nd FI Wet system to Anti-Freeze loop

Dear Mike:

Fox Valley Fire & Safety is please submit our proposal on the sprinkler system for the above referenced project. Based on the information you provided; we are pleased to quote based on the following scope of work:

Fire Alarm System Equipment and Scope of Work:

This bid is for the conversion of the existing 2nd floor wet system to an antifreeze loop for protection in the attic area. We will swapping out approximately (150) ½” 155 degree Quick Response Semi-recessed heads to the above ceiling sprinkler system. This is based off of a print, if there is any other work outside of the scope per Print - this bid will have to be requoted. This job is estimated to be completed in 6 working days & the Number of Antifreeze buckets and Sprinkler heads is an estimate are subject to price change. Permit Fee & Engineer drawings are not included in this quotation.

Total investment for this package\$ 44,550.00


Exclusions to this proposal are:

1. Products or services not listed above
2. Zone maps to Village of Algonquin or Fire Department
3. Review or permit fees to the Village of Algonquin or Fire Department
4. Additional requirements from the local Fire Department
5. Premium time labor
6. Monitoring or connection fees
7. Sales Tax
8. Freight or Shipping
9. Patching or Painting
10. Drywall or Brickwork
11. Training
12. Lift Rental

After you have had the opportunity to review this information, if it meets with your approval, please sign, date and fax or email this document to my attention at your earliest opportunity.

I look forward to partnering with you on this project and appreciate your careful consideration. If you have any questions, or if I may be of further assistance, please feel free to contact me at 847-695-5990 x 221

Sincerely,



Brent Kluxdal
Fire Protection Specialist

Credit:

1. All orders are subject to credit approval and may require a deposit; prior arrangements notwithstanding.
2. Payment Terms can be established by contacting our Accounts Receivable Department at 847-695-5990 or 224-293-5309.

Approval:

My signature below indicates that I am an authorized agent of the company receiving this proposal and that I have full power and authority to bind our company to the terms of this proposal.

Authorized Signature

Printed Name

Title

Date

847-658-1288

Scheduling Contact/Number

Mikereif@algonquin.org

Scheduling Email

Mikereif@algonquin.org

Email address for Invoices



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 6, 2024

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Vince Kilcullen, General Service Superintendent

SUBJECT: Reclamite for Pavement Preservation

Several years ago, as part of our streets maintenance program, we began to implement the use of Reclamite pavement application to our new pavement surfaces.

This product has been used successfully for over 45 years, providing communities throughout the United States and Canada with improved durability of asphalt roadways, (durability being the interdependence between composition and aging) by re-balancing the chemistry of the oxidized pavement and improving the ability to delay the aging process and reverse premature aging.

Reclamite Preservative Seal provides a simple, one step method for sealing and waterproofing the asphalt. It is effective for extending the life of newly constructed pavement. The product delays the aging process by replenishing the maltenes and re-constituting the binder. Aged asphalt can be restored to a new and highly durable mix, virtually equal to or better than the original consistency.

The the City of Winnetka recently held its own MPI bid on February 28, 2024 and the only bid received for the work was from Corrective Asphalt Materials, LLC out of South Roxana, IL. The Village is choosing to go with Option 1- Reclamite turn key application. This is the process the Village has been doing with the contractor for the past 8 years and it has been working successfully. The Village does over 100,000 square yards of application each year therefore, the prices for this option are as follows: \$1.14 per SqYd for 2024, \$1.19 per SqYd for 2025, and \$1.24 per SqYd for 2026.

Money for this service is budgeted in the Street Improvement Fund. In the new FY 24/25 budget we provided for \$170,000.00 worth of work to be completed.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Reclamite application contract at the cost of \$1.14 per square yard, for a total of \$170,000.00 for the 2024 contract, to Corrective Asphalt Materials, LLC. We also recommend further action to authorize the Village Manager or his designee to sign an extension of this contract for an additional 2 years at the prices provided in the bid document and noted above.



Mailing Address:
 300 Daniel Boone Trail
 South Roxana, IL 62087
 Phone: 618-254-3855
 Fax: 618-254-2200

Locations:
 300 Daniel Boone Trail, South Roxana, IL 62087
 43W630 Wheeler Road, Sugar Grove, IL 60554

March 04, 2024

RE: MPI Joint Bid: Pavement Rejuvenation Contract
 RFB # 024-006
 02/08/2024

Greetings,

Corrective Asphalt Materials (CAM) would like to inform you that Winnetka, IL had the bid opening Wednesday, February 28, 2024 for the Pavement Rejuvenation Contract. CAM was the sole bidder received for this multi-year contract. Attached to this email is a copy of the bid submittal and bid bond. These two documents should be enough to allow individual municipalities the opportunity to submit request for quotes or provide individual contracts for the application of Reclamite and CRF.

CAM would like to invite you to forward individual request for quotes/contract agreements to:

Mike@cammidwest.com

Below gives an outline of the pricing by project size and scope of work for 2024-2026.

Option 1: Reclamite Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply **Reclamite**
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	\$1.34	\$1.39	\$1.45
15,000 SY – 29,999 SY	\$1.26	\$1.31	\$1.36
30,000 SY – 99,999 SY	\$1.20	\$1.25	\$1.30
Greater than or equal to 100,000 SY	\$1.14	\$1.19	\$1.24

Option 2: Reclamite CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	\$1.24	\$1.29	\$1.34
15,000 SY – 29,999 SY	\$1.18	\$1.23	\$1.28
30,000 SY – 99,999 SY	\$1.14	\$1.19	\$1.23
Greater than or equal to 100,000 SY	\$1.08	\$1.12	\$1.17

Option 3: CRF Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply CRF
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

<u>Amount (Square Yards)</u>	<u>Price/SY Year 1</u>	<u>Price/SY Year 2</u>	<u>Price/SY Year 3</u>
Less than or equal to 14,999 SY	\$1.82	\$1.89	\$1.97
15,000 SY – 29,999 SY	\$1.70	\$1.77	\$1.84
30,000 SY – 99,999 SY	\$1.64	\$1.71	\$1.77
Greater than or equal to 100,000 SY	\$1.59	\$1.65	\$1.72

Option 2: CRF CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

<u>Amount (Square Yards)</u>	<u>Price/SY Year 1</u>	<u>Price/SY Year 2</u>	<u>Price/SY Year 3</u>
Less than or equal to 14,999 SY	\$1.66	\$1.73	\$1.80
15,000 SY – 29,999 SY	\$1.56	\$1.62	\$1.69
30,000 SY – 99,999 SY	\$1.52	\$1.58	\$1.64
Greater than or equal to 100,000 SY	\$1.47	\$1.53	\$1.59

Please feel free to call or email with any questions.

We look forward to working with you this season,

Mike Sumrall
Operations Manager
Mike@cammidwest.com
(630)-465-4142

Rachel Lang
Business Development
Rachel@cammidwest.com