

**Village of Algonquin
Village Board Meeting
July 2 2024
7:30 p.m.
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

1. CALL TO ORDER

2. ROLL CALL – ESTABLISH A QUORUM

3. PLEDGE TO FLAG

4. ADOPT AGENDA

5. AUDIENCE PARTICIPATION

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

6. CONSENT AGENDA/APPROVAL:

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

A. APPROVE MEETING MINUTES:

- (1) Village Board Meeting Held June 18, 2024
- (2) Committee of the Whole Meeting Held June 18, 2024

7. PROCLAMATIONS

A. Commending and Congratulating Port Edward Restaurant for 60 Years of Business in Algonquin

8. OMNIBUS AGENDA/APPROVAL:

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

A. PASS ORDINANCES:

- (1) Pass an Ordinance Amending Chapter 23 of the Algonquin Municipal Code
- (2) Pass an Ordinance Amending Chapter 16 and Appendix B of the Algonquin Municipal Code

B. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution Accepting and Approving an Agreement with CDS Office Technologies for the Purchase of Police Body Worn Cameras in the Amount of \$264,362.00
- (2) Adopt a Resolution Accepting and Approving an Amendment to the Agreement with HR Green for the Construction Oversight of the Souwanas Trail and Schuett Street Improvements increasing the amount by \$59,187.00, bringing the total to \$513,009.00
- (3) Adopt a Resolution Accepting and Approving Intergovernmental Agreement with McHenry County for the Shared Yard Preliminary Study
- (4) Adopt a Resolution Accepting and Approving an Agreement with Williams Architects for the Preliminary Study of the Shared Yard Study in the Amount of \$49,813.00
- (5) Adopt a Resolution Accepting and Approving an Agreement with Alpha Maintenance & Services for the Painting of Fire Hydrants in the Amount of \$40,375.00
- (6) Adopt a Resolution Accepting and Approving an Agreement with Trotter & Associates for the Design for High Hill Park Sanitary Sewer Relocation in the Amount of \$246,000.00
- (7) Adopt a Resolution Accepting and Approving an Agreement with Burke, LLC. for the Design Build Services for the Columbaria Garden Construction in the Amount of \$220,444.00

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

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

A. List of Bills Dated July 2, 2024 totaling \$2,197,288.51

11. COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

B. GENERAL ADMINISTRATION

C. PUBLIC WORKS & SAFETY

12. VILLAGE CLERK'S REPORT

13. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED

14. CORRESPONDENCE

15. OLD BUSINESS

16. EXECUTIVE SESSION: If required

17. NEW BUSINESS

A. Adopt a Resolution Accepting and Approving an Agreement with Martam Construction for the Reconstruction of the North Harrison Street Speed Table in the Amount of \$68,636.50

B. Adopt a Resolution Accepting and Approving an Agreement with Parkreation for the Purchase of Trellis Structures for Towne Park in the Amount of \$69,482.00

C. Approve a Public Event Permit, Event Liquor License and Waive all Fees for the Algonquin Founders' Days at Spella Park and Other Locations July 25–28, 2024

18. ADJOURNMENT



MINUTES OF THE ANNUAL AND REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF JUNE 18, 2024
HELD AT THE GANEK MUNICIPAL CENTER

CALL TO ORDER AND ROLL CALL: Village President Debby Sosine, called the meeting to order at 7:30 P.M. with Matthew Bajor, Assistant to the Village Manager, calling the roll.

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

Staff in Attendance: Michael Kumbera, Deputy Village Manager; Nadim Badran, Public Works Director; Dennis Walker, Police Chief; Matthew Bajor, Assistant to the Village Manager; Joanne Kalchbrenner, Planning Consultant; and Kelly Cahill, Village Attorney.

PLEDGE TO FLAG: Matthew Bajor led all present in the Pledge of Allegiance.

ADOPT AGENDA: Moved by Smith, seconded by Glogowski to adopt tonight's agenda. Voice vote; ayes carried

AUDIENCE PARTICIPATION:

Chris Kious updated the Board on Kane County events.

Josh Neumann expressed concerns on the proposed Algonquin Meadows Subdivision.

Stephanie Lesko expressed concerns on the proposed Algonquin Meadows Subdivision.

PROCLAMATIONS:

A. Commending and Congratulating Port Edward Restaurant for 60 Years of Business in Algonquin
President Sosine read the Proclamation into the record.

B. The Village of Algonquin Proclaims July Parks and Recreation Month

Matthew Bajor read the Proclamation into the record.

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

A. APPROVE MEETING MINUTES

- (1) Village Board Meeting Held June 4, 2024
- (2) Liquor Commission Special Meeting Held June 11, 2024
- (3) Committee of the Whole Meeting Held June 11, 2024

B. APPROVE THE VILLAGE MANAGER'S REPORT OF MAY 2024

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

Voice vote; ayes carried

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

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

A. PASS ORDINANCES:

- (1) Pass an Ordinance **(2024-O-23)** Approving the Third Amendment to the Redevelopment Agreement with NP BGO Algonquin Corporate Center, LLC
- (2) Pass an Ordinance **(2024-O-24)** Amending Chapter 33.07B, Number of Liquor Licenses Issued

B. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution **(2024-R-79)** Accepting and Approving an Agreement with GovTempsUSA for the Contract Services of Joanne Kalchbrenner
- (2) Adopt a Resolution **(2024-R-80)** Accepting and Approving the Illinois Department of Transportation to use Rebuild Illinois Funds for Broadmore Drive and Stonegate Road Phase 1 Improvements in the Amount of \$525,227.03
- (3) Adopt a Resolution **(2024-R-81)** Accepting and Approving an Amendment to the Agreement with ComEd for the Dry Utility Replacement Program increasing the Amount by \$583,145.14 to \$2,025,805.14
- (4) Adopt a Resolution **(2024-R-82)** Accepting and Approving the Purchase of a 2024 Caterpillar 306 Mini Excavator in the Amount of \$108,500.00
- (5) Adopt a Resolution **(2024-R-83)** Accepting and Approving an Agreement with Precision Pavement Markings, Inc. for the 2024 MFT Pavement Striping Program in the Amount of \$77,871.25
- (6) Adopt a Resolution **(2024-R-84)** Accepting and Approving an Agreement with Morton Salt, Inc. for the 2024 MFT Rock Salt Contract in the Amount of \$199,782.00
- (7) Adopt a Resolution **(2024-R-85)** Accepting and Approving an Agreement with HGS, LLC dba RES Environmental Operating Company, LLC for the NorthPoint Natural Area Maintenance in the Amount of \$166,388.50
- (8) Adopt a Resolution **(2024-R-86)** Accepting and Approving an Agreement with LPS Pavement

Company for the Downtown Brick Paver Maintenance in the Amount of \$185,000.00
 (9) Adopt a Resolution (2024-R-87) Requesting Permission for Temporary Lane Reduction of a State Highway

Moved by Brehmer, seconded by Smith to approve the Omnibus Agenda
 Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith Motion carried; 6-ayes, 0-nays

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

A. Pass an Ordinance (2024-O-25) Authorizing the Execution of a Development Agreement Concerning Certain Property Commonly Known as Algonquin Meadows Subdivision

Moved by Auger, seconded by Glogowski to approve an Ordinance Authorizing the Execution of a Development Agreement Concerning Certain Property Commonly Known as Algonquin Meadows Subdivision.

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith Motion carried; 6-ayes, 0-nays

B. Pass an Ordinance (2024-O-26) Approving a Preliminary Planned Development Plat, Preliminary Plan Development Plan, and a Zoning Map Amendment for the Algonquin Meadows Subdivision

Moved by Auger, seconded by Glogowski to approve an Ordinance Approving a Preliminary Planned Development Plat, Preliminary Plan Development Plan, and a Zoning Map Amendment for the Algonquin Meadows Subdivision.

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith Motion carried; 6-ayes, 0-nays

C. Pass an Ordinance (2024-O-27) Amending Chapter 43.25(C)(6) of the Algonquin Municipal Code

Moved by Auger, seconded by Glogowski to approve an Ordinance Amending Chapter 43.25(C)(6) of the Algonquin Municipal Code.

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer
 Voting nay: Smith
 Motion carried; 5-ayes, 1-nay

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills and payroll expenses for payment in the amount of \$2,250,346.01.

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith Motion carried; 6-ayes, 0-nays

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	225,798.01
02	CEMETERY	4,240.43
03	MFT	17,228.57
04	STREET IMPROVEMENT	370,083.98
05	SWIMMING POOL	6,101.10
06	PARK IMPROVEMENT	589,106.54
07	WATER & SEWER	327,671.15
12	WATER & SEWER IMPROVEMENT	13,437.50
16	DEVELOPMENT FUND	7,775.00
26	NATURAL AREA & DRAINAGE IMPROV	6,836.95
28	BUILDING MAINT. SERVICES	27,834.74
29	VEHICLE MAINT. SERVICE	<u>24,016.43</u>
TOTAL ALL FUNDS		1,620,130.40

COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

None.

B. GENERAL ADMINISTRATION

None.

C. PUBLIC WORKS & SAFETY

None.

VILLAGE CLERK'S REPORT

Matthew Bajor announced upcoming meeting dates.

STAFF REPORTS:

ADMINISTRATION:

Mr. Kumbera:

The closing on our General Obligation Bonds will take place this Thursday. I appreciate the collaboration and effort from our finance and engineering staff, as well as the Village Attorney's Office, in preparing for this issuance.

COMMUNITY DEVELOPMENT:

None.

PUBLIC WORKS:

Mr. Badran:

Huntington will be striped “no passing” from Neubert School to Butterfield Road due to line of sight issues.

Work on mineral springs has begun, with the spring being restored on site. It is behind construction fencing but pictures will be shared of the work in progress soon.

The Algonquin Shores Force Main project is nearly complete with the final connection occurring later this week. After that, pressure testing and restoration of the site is all that remains.

The Village will be hosting a public information meeting for the Boyer Road improvement project on Wednesday the 26th at the Ganek Municipal Center at 4:30.

POLICE DEPARTMENT:

Chief Walker:

We have exhausted our current hiring list and have announced our new hire and applicant testing yesterday and I am proud to announce that not even 24hrs later we already have 17 applicants. We have more than a month to go till our first test which is July 24th so I am hoping for and expecting a lot more applicants to come forward by then.

CORRESPONDENCE:

Trustee Glogowski asked Chief Walker a question regarding electric vehicle charging station security.

OLD BUSINESS:

None.

EXECUTIVE SESSION:

None.

NEW BUSINESS:

A. Pass a Resolution (2024-R-88) Accepting and Approving an Agreement with Sonitrol for the Presidential Park and Towne Park Facility Access and Security Component in the Amount of \$96,386.29

Moved by Dianis, seconded by Auger to approve a Resolution Accepting and Approving an Agreement with Sonitrol for the Presidential Park and Towne Park Facility Access and Security Component in the Amount of \$96,386.29.

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

Motion carried; 6-ayes, 0-nays

B. Pass a Resolution (2024-R-89) Accepting and Approving an Agreement with Beacon Athletics for the Backstop and Dugout Equipment at Presidential Park in the Amount of \$71,183.00

Moved by Dianis, seconded by Glogowski to approve a Resolution Accepting and Approving an Agreement with Beacon Athletics for the Backstop and Dugout Equipment at Presidential Park in the Amount of \$71,183.00.

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

Motion carried; 6-ayes, 0-nays

C. Approve a Special Event Permit and Waiving the Permit Fee for the Algonquin Aces Junebug Jamboree Softball Tournament, June 29 – 30, 2024 at Algonquin Lakes Park

Moved by Dianis, seconded by Smith to approve a Special Event Permit and Waiving the Permit Fee for the Algonquin Aces Junebug Jamboree Softball Tournament, June 29 – 30, 2024 at Algonquin Lakes Park.

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


Motion carried; 6-ayes, 0-nays

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

Voice vote; ayes carried

The meeting was adjourned at 8:16 P.M.

Submitted:


Matthew Bajor, Assistant to the Village Manager

Approved this 2nd day of July, 2024

Village President, Debby Sosine



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On June 18, 2024
Village Board Room
2200 Harnish Dr. Algonquin, IL**

Trustee Spella, Chairperson, called the Committee of the Whole meeting to order at 8:16 p.m.

AGENDA ITEM 1: Roll Call to Establish a Quorum

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

A quorum was established.

Staff in Attendance: Michael Kumbera, Deputy Village Manager; Nadim Badran, Public Works Director; Dennis Walker, Police Chief; Matthew Bajor, Assistant to the Village Manager; Joanne Kalchbrenner, Planning Consultant; and Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Public Comment

None.

AGENDA ITEM 3: Community Development

Ms. Kalchbrenner:

A. Consider an Amendment to the Village of Algonquin's Energy Code

The State of Illinois requires that all municipalities adopt the International Energy Conservation Code, along with certain amendments. They recently adopted the 2021 International Energy Conservation Code with amendments that became effective January 1, 2024.

The Village of Algonquin has adopted the 2018 International Energy Conservation Code and must now amend the Village Code to adopt the 2021 International Energy Code with amendments. The amendments are related to increased insulation and lighting efficiency for both commercial and residential structures. A summary of the changes is shown on the attached fact sheet from the Illinois Municipal League (IML).

Staff recommends that the Village Board amend Chapter 23, Section 23.15 of the Municipal Code to adopt the 2021 International Energy Conservation Code, as amended by the State of Illinois.

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

AGENDA ITEM 4: General Administration

Chief Walker:

B. Consider the Purchase of Police Body Worn Cameras

In our current fiscal year budget (FY25), we will be purchasing body-worn cameras (BWC) for the Police department. This is in preparation for legislation (SAFE-T Act of 2021) requiring that BWC must be implemented in Illinois law enforcement agencies no later than January 1, 2025.

The one-time cost to purchase the requested equipment is \$264,362; which is approximately \$6,000 over our budgeted amount. The cost has increased from the original quotation due to uncontrollable factors.

These expenses were previously approved as part of the fiscal year 2025 budget, however, as this amount is beyond administrative spending authority, it is recommended the Village Board formally approve this purchase by Resolution.

Following discussion, it was the consensus of the Committee to move this on to the Village Board for approval.

Mr. Bajor:

C. Consider an Amendment to Chapter 16, Cemeteries and Appendix B of the Algonquin Municipal Code Pertaining to Columbarium Regulations

In recent years, staff have revisited the idea of a garden with a columbarium at the Algonquin Cemetery to provide affordable options and optimize space utilization. Block 10, currently with over 200 unusable gravesites, was identified as a suitable location for this project. With cremation rates expected to rise significantly in the next decade, this project will accommodate growing demand and provide a cost-effective alternative to traditional burial.

Minor changes to Chapter 16 Cemeteries have been included to reference niche purchases at the Algonquin Cemetery. Additional rules and regulations for the columbarium will be provided at a later date pending project approval.

The proposed pricing strategy for the new columbarium at the Algonquin Cemetery aims to provide competitive and cost-effective alternatives to traditional burial while maintaining the financial sustainability of the cemetery.

Single niche pricing was developed based on construction costs of \$230,801 and a net present value (NPV) analysis. Assumptions for the NPV included a discount rate of 3.0%, an absorption rate of 8.2 sales per year, and required annual revenue of \$32,874. The prices were set to ensure that the revenue generated covers the construction, maintenance, and operating expenses. Pricing per niche begins at \$5,500 per niche for residents and \$6,500 per niche for non-residents. Pricing includes perpetual care, interment, and engraving.

Two-niche family/private columbarium pricing offers a premium, exclusive option for families. Resident prices begin at \$8,500 per 2-niche columbaria, while non-resident pricing will start at \$10,500 per 2-niche columbaria. These prices were determined similarly to single niches but based on material and construction costs for only these niches. Pricing includes the costs of the columbarium, interment, and engraving.

The proposed pricing offers significant savings compared to traditional burial costs. For residents, the total cost for a single niche is approximately 29% lower than traditional burial, while for non-residents, it is approximately 24% lower. The underlying savings come from reduced costs in niche purchase, perpetual care, interment, and engraving, which are all substantially lower than the combined costs of a burial lot, casket, funeral services, and a traditional marker or headstone.

Staff recommends approval of the amendment to Chapter 16 Cemeteries for language pertaining to niches and the amendment to Appendix B for niche pricing. If no pricing is approved, it is not recommended to continue with this project.

Following discussion, it was the consensus of the Committee to move this on to the Village Board for approval.

AGENDA ITEM 5: Public Works & Safety

Mr. Badran:

A. Consider an Amendment to the Agreement with HR Green for the Construction Oversight of Souwanas Trail and Schuett Street Improvements

In early November, 2022, prior to executing the existing contract, staff asked HR Green to look into adding hours to the contract to account for potential utility issues. HR Green assured the Village that existing utilities were accounted for, and therefore, did not revise the proposal amount.

Two weeks later, deep sanitary sewer was added to the scope along the entire length of Souwanas Trail, significantly increasing the proposed construction costs. At that time, staff asked HR Green again to revise the proposal amount to account for the change in scope. The revised proposal increase from HR Green was less than 10% despite the estimated 25% construction cost increase. Once again, staff reached out and HR Green responded that they would be able to complete the work within the revised proposal amount provided.

When the project reached 75% completion, HR Green contacted the Village requesting an amendment as their funds were running low. Staff stated that the Village will not be responsible for any overage related to improperly accounting for construction oversight hours due to the existing contract scope as a result of prior contract negotiations. Only added or unexpected work would be considered for an amendment to the existing contract. This information was requested by Village staff.

Pages 3 and 4 of the provided memorandum highlight the work that staff feels is eligible for the additional compensation. The proposed amendment of \$59,187 is significantly less than HR Green's original amendment request of \$97,000. Staff has reviewed the attached amendment and scope of services above and beyond the original contract scope of work and believes HR Green is entitled to the amount in the amendment provided.

Staff has been assured that HR Green will perform the project's remaining construction oversight and closeout procedures. HR Green has also stated to the Village that this will be the final amendment for this project. From a quality of work standpoint, staff has been pleased with the work ethic, resident correspondence, and workmanship provided by the resident engineer and field staff on this complex project. Staff does not feel this amendment will hinder any future professional agreements between the Village and HR Green following several meetings and discussions of this matter.

In summary, HR Green requested an amendment to the construction oversight contract. Staff rejected the original proposal for reasons discussed and asked HR Green to revise the amendment to cover only eligible tasks. The proposed amendment is acceptable to staff and required to complete the project. The total cost of the oversight contract will be \$513,009 which is just 6% of the construction cost and well under the typical oversight fee. Available funds are budgeted in FY24/25 in the Street Fund for Souwanas Trail & Schuett Street for Construction Oversight.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move amendment No. 1 for \$59,187.00 with HR Green to the Village Board for approval.

Following discussion, it was the consensus of the Committee to move this on to the Village Board for approval.

B. Consider an Intergovernmental Agreement with McHenry County for the Shared Yard Preliminary Study

(Placeholder) Since 2016, the Village has been participating in discussions with McHenry County regarding the establishment of a shared public yard to host supplies and equipment. The original concept included the use of the existing Public Works Facility at 110 Mitchard Way, however, at the time it was anticipated additional property would need to be secured to successfully move forward which ultimately ended up ceasing the discussions. With advances in technology reducing the size of equipment needed, and changes in best management practices, both agencies are looking to reengage in discussions as the improvements can now fit on existing Village property. The benefits for a shared regional yard include significant improvements to the existing facility, including a larger salt dome, larger brine system, larger fuel island, additional storage for equipment, which all lead to enhanced levels of service for Village and County constituents.

Over the last several months, staff from the Village has met with McHenry County officials to discuss the benefits of the shared yard and what the expectations for each organization would be. Both agencies have agreed to begin with a preliminary study, with the Village as the lead agency responsible for contracting an architecture firm to conduct the study. The County will be responsible for reimbursing the Village for half of the costs, per the attached Intergovernmental Agreement.

Both agencies have agreed on utilizing Williams Architects as the firm for the preliminary design. Williams has completed a number of award-winning municipal building renovations, and was the designer for the current Public Works Facility at 110 Mitchard Way. The preliminary design scope of work is attached, and includes looking at three potential options for the layout of the site, based upon each organizations needs. It is anticipated that should this project move forward, phase one would include upsizing the existing salt dome, brine system, and fuel island. Phase two would include construction of a storage site for the County and expansion of the existing facility for the Village. Williams has agreed to conduct the study at a cost not to exceed \$49,813, to be split between both agencies.

The provided memorandum is seeking direction on the two items: Approval of the attached Intergovernmental Agreement with McHenry County detailing the terms of the preliminary study; and, Approval to utilize Williams Architects to conduct the preliminary study.

In summary, for nearly a decade, McHenry County and the Village have expressed a desire to operate a shared regional site at the existing Village Public Works Yard. The shared site would offer significant upgrades for both agencies and enhance the level of service delivery. Previous discussions were halted

due to property acquisition requirements, which are no longer necessary. William's Architects has proved a cost of \$49,813 to conduct a feasibility study that will provide several options so that each agency may make a decision on the best path for the project. Sufficient funds are available in the General Fund Balance to cover the Village's share of the cost.

Following discussion, it was the consensus of the Committee to move this on to the Village Board for approval.

C. Consider and Agreement with Williams Architects for the Algonquin and McHenry County Shared Yard Preliminary Study

There being no discussion, it was the concensus of the Committee to move this on to the Village Board for approval.

D. Consider an Agreement with Alpha Maintenance & Services for the Painting of Fire Hydrants

Since 2017, Alpha Maintenance and Services Inc. has been integral to maintaining our Village's fire hydrants. Their work ensures that our hydrants remain highly visible, aesthetically appealing, and well-protected. Each year, we have contracted Alpha Maintenance and Services Inc. to paint approximately 475 hydrants. In this packet, you will find pictures comparing our weathered hydrants to those painted last year.

Highlights of the program include:

- **Emergency Response:** Regularly painted fire hydrants ensure they remain highly visible to firefighters, which is crucial during emergencies. This visibility can significantly impact response times and effectiveness.
- **Road Safety:** Clearly visible fire hydrants reduce the likelihood of being obstructed by vehicles or other obstacles, ensuring they are always accessible when needed.
- **Corrosion Protection:** A consistent painting schedule helps prevent rust and corrosion, which can compromise the functionality of fire hydrants. This preventive maintenance is essential for the longevity of our hydrant infrastructure.
- **Cost Efficiency:** Regular upkeep reduces the need for extensive repairs or replacements, leading to long-term cost savings for the Village. **Urban Aesthetics:** Well-maintained fire hydrants contribute to the overall attractiveness of our streets and neighborhoods, enhancing the visual appeal of the Village.
- **Civic Engagement:** A clean and well-kept environment encourages community pride and involvement, fostering a sense of shared responsibility among residents.
- **Standard Adherence:** Ensuring that fire hydrants are repainted according to a regular schedule helps maintain compliance with local and national safety standards.

Implementing a five-year rotational painting schedule for fire hydrants is a proactive measure that ensures public safety, preserves our infrastructure, and enhances the Village's aesthetic appeal. By adopting this systematic approach, we can maintain our fire hydrants in top condition and ensure they remain functional and visible for years to come.

Currently, the Water and Sewer Operating Fund (Distribution System) has allocated \$40,400.00 specifically for Contracted Hydrant Painting. 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 Contracted Hydrant Painting in the amount of (not to exceed) \$40,375.00 to Alpha Maintenance and Services Inc.

Following discussion, it was the consensus of the Committee to move this on to the Village Board for approval.

E. Consider an Agreement with Trotter & Associates for the Design for High Hill Park Sanitary Sewer Relocation

A proposal was provided to complete the design to relocate the sanitary sewer near High Hill Park. Trotter & Associates (TAI) completed a study in 2023 to investigate relocating the exist sanitary sewer along Ratt Creek between Hanson Road and Stonegate Road to outside the existing wetland. Based on this assessment, there are only a few options for relocation due to the Ratt Creek topography being 15 to 20 feet lower than the surrounding roadways (Harnish Drive and Huntington Drive). The 8" and 10" interceptor sewers would be relocated out of the existing wetland to behind the homes on Flora Drive and Majestic Drive as well as along Stonegate Road as seen in the attached proposal. The existing sanitary sewer would be abandoned in place after the relocation. The main goals of this relocation are protecting the Village's existing wetlands and providing Village staff easier access to maintain the sanitary sewer. This will

significantly reduce the inflow and infiltration along the 5,400 lineal feet of sanitary sewer as a portion of the existing sanitary sewer is submerged in the creek bed.

The relocation would occur over two phases. The first phase would relocate the sanitary sewer from Hanson Road to Kirkland Drive. The second phase would relocate the sanitary sewer from Kirkland Drive to Huntington Drive. This relocation will also better serve the vacant parcel at the southwest corner of Huntington Drive and Stonegate Road by providing a closer location to connect a sanitary service. The design proposal for the sanitary sewer relocation would begin this summer and finish early 2025. The design has been moved up due to the potential of grant funding for construction costs, which will be known in the fall 2024. The FY 24/25 had budgeted for \$150,000 for this project and the remaining \$96,000 will be drawn from the unused fund balance of the Souwanas/Schuett Project. The cost for construction will be recommended for next fiscal year's budget.

In summary, the relocation of the sanitary sewer will help protect the existing wetlands and provide Village staff easier maintenance of the sewer. The relocation of the sanitary sewer to behind the homes on Flora Drive and Majestic Drive is the best option from TAI. The Village is recommending working with a trusted team at TAI. Sufficient funds are available to cover the cost of this project and the possibility grant money.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the proposal with Trotter & Associates, Inc. to the Village Board in the amount of \$246,000 for approval.

Following discussion, it was the consensus of the Committee to move this on to the Village Board for approval.

F. Consider an Agreement with Burke, LLC. For the Design Build Services for the Columbaria Garden Construction

A proposal for a Design-Build agreement for the Columbaria Garden Construction was included in the memorandum. The garden and niches were chosen for construction due to an increase in interest and need from the community.

The design-build concept is the recommendation that public works is making due to the customized elements of the niches and the detailed and specific other improvements included in the project. This method allows the Village to construct the project in a timely matter, and within the high expectations of the Board of Trustees, stakeholders, and residents. Burke LLC will be handling all design, bidding, contractor selection and project construction management under the guaranteed maximum price of \$220,444.00.

As part of the Design-Build process, Burke LLC reached out to several contractors to provide pricing to build this project. Martam Construction, LLC was the only proposal received so they will be constructing the project under the guidance of the Burke LLC team.

The Village of Algonquin cemetery, located on the east side of Main St on the north and south sides of Cary Rd, is well established and has been active since the late 1800's. The Columbaria Garden was designed to offer an additional way to bury loved ones through 72 individual niches and 2 family niches. The design of the garden allows for future expansion should all the Columbaria sites be sold in this first installment. This garden will also offer a place to sit on a seat wall along with inviting landscaped beds. The garden will be located on the south east side of the cemetery.

This project was originally proposed in the FY 22/23 budget, with a one-time transfer from the General Fund. Since this transfer did not occur in FY22/23, there are sufficient funds available to continue forward with construction of the garden. \$220,444.00 is able to be transferred from the General Fund to the Cemetery Fund.

Insummary, there has been demand from the community for additional burial sites for loved ones. The Columbaria discussion will allow for additional burial sites in a more condensed setting. The ornamental, detailed design is best constructed under the design-build method. The Village is recommending working with a trusted team that includes Martam Construction and Burke, LLC. Sufficient funds are available to cover the cost of this project.

Therefore, it is staff's recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design/build services for the Columbaria Garden Construction in the amount not to exceed \$220,444.00 with Burke, LLC.

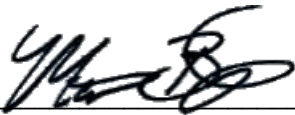
Following discussion, it was the consensus of the Committee to move this on to the Village Board for approval.

AGENDA ITEM 6: Executive Session
None.

AGENDA ITEM 7: Other Business
None.

AGENDA ITEM 8: Adjournment
There being no further business, Chairperson Spella adjourned the meeting at 8:47 p.m.

Submitted:



Matthew Bajor, Assistant to the Village Manager

PROCLAMATION
COMMENDING AND CONGRATULATING
PORT EDWARD RESTAURANT
60 YEARS OF BUSINESS IN ALGONQUIN



WHEREAS, Edward Wolowiec, a first generation American, received an offer to become a partner in a small waterfront bar in Algonquin. Four years later, in 1964, Edward Wolowiec bought out his partner and opened Port Edward Restaurant; and

WHEREAS, Ed “apprenticed” by visiting outstanding restaurants throughout Europe, the Caribbean, and the States. The restaurant would slowly build a loyal clientele and by the end of the 1970s would begin expansions as a “work in progress”.

WHEREAS, Port Edward is known for a truly unique seafood restaurant by serving high-quality food prepared and presented with care and attention to every detail. And carrying on a tradition of Sunday buffets as well as for Mother's Day, Thanksgiving and Christmas, with cuisine delighting local, regional, and often, international guests; and

WHEREAS, Edward , deciding to release some of the helm in 2018 new manager Ziya Senturk came in with ideas of waterside outdoor dining, and Dockside was created;

WHEREAS, Port Edward has received numerous awards and accolades: Best of the Fox, Zagat, and a Five Forks review from Check, Please! The AAA Motor Club even declared Port Edward, “one of Mid-America’s Most Unusual Restaurants.”; and

WHEREAS, Edward Wolowiec passed away in 2022, leaving his legacy in the hands of then manager and now owner Ziya Senturk; and

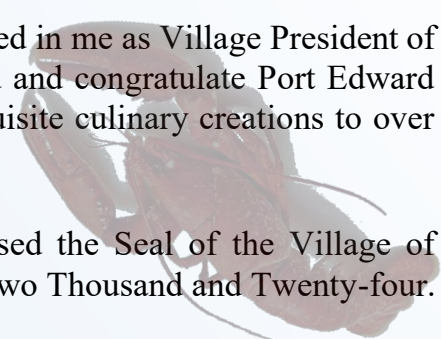
NOW, THEREFORE I, Debby Sosine, by virtue of the authority vested in me as Village President of the Village of Algonquin, in the state of Illinois, do hereby commend and congratulate Port Edward Restaurant and its dedicated staff for 60 year tradition of serving exquisite culinary creations to over four generations of customers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Algonquin to be affixed this 18th day of June of the year of our Lord Two Thousand and Twenty-four.

(Seal)

Village President, Debby Sosine

Attest: _____
Deputy Village Clerk, Michelle Weber



ORDINANCE NO. 2024 – 0 _____

AN ORDINANCE AMENDING SECTION 23.15 INTERNATIONAL ENERGY CONSERVATION CODE OF THE ALGONQUIN MUNICIPAL CODE

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

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

SECTION 1: Chapter 23, Building Codes, Section 23.15, INTERNATIONAL ENERGY CONSERVATION CODE 2021, of the Algonquin Municipal Code, shall be amended as follows:

23.15 INTERNATIONAL ENERGY CONSERVATION CODE/2021

The International Energy Conservation Code, 2021 edition, (“Energy Conservation Code”) be and the same, is hereby adopted by reference and made part of this Section, subject to the modifications set forth by the State of Illinois, and shall be applicable to the Village.

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

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

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

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____

ORDINANCE NO. 2024 – O – _____

An Ordinance Amending Section 16.04, Perpetual Care Fund, Section 16.06, Cemetery Records, Section 16.09, Cemetery Rules and Regulations, and Appendix B of the Algonquin Municipal Code

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

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

SECTION 1: Section 16.04, Perpetual Care Fund, of the Algonquin Municipal Code shall be amended to read as follows:

The Treasurer shall have power and authority to receive in trust from the owner of any lot, plot, grave, or niche, or any person interested in the maintenance of the same, any sum of money to be not less the sum found in Appendix B of this Code and to invest the sum at a reasonable rate of interest upon good security approved by a majority of the Village Board. Such sum shall be held in trust and income therefrom used for the perpetual care and maintenance of the lot, plot, grave, or niche owned by the person paying the sum. The Treasurer is authorized to give any person paying such sum or sums a receipt for same. The receipt shall designate the number or numbers of the lot, plot, grave, or niche to be cared for. This Section shall apply to and cover all moneys received for the benefit of any lot, plot, grave, or niche in the cemetery, and any such sums so received shall be used only for the purpose for which they were or are given.

SECTION 2: Section 16.06, Cemetery Records, of the Algonquin Municipal Code shall be amended to read as follows:

A. All maps, plats, and papers belonging to all cemeteries under the jurisdiction and control of the Village shall be kept in the general administrative offices of the Village and under the control of the Manager. The Village shall keep an accurate record of all lots and niches sold and to whom deeds for same are issued.

B. Any securities, such as checks and drafts, given for cemetery funds invested shall be made payable to the Village and in behalf of the Village.

C. Any deeds for cemetery lots and niches shall be prepared by the Village, signed by the President and attested to by the Clerk and have the corporate seal affixed thereto.

D. Any lots and niches purchased in any cemetery under the control and management of the Village shall not be assigned, sold, or alienated unless the proposed assignment is first submitted to the Manager for approval.

E. Any transfer of deed shall require a written document signed by the owner or descendent in accordance with 765 ILCS 835/16.

F. All interment records, including those for columbarium niches, must include a “Permit for Disposition of Dead Human Body.”

G. Prior to interment, an “Interment Authorization Form” is required.

SECTION 3: Section 16.09, Cemetery Rules and Regulations, of the Algonquin Municipal Code shall be amended to read as follows:

In addition to the Cemetery Oversight Act, the following rules and regulations shall be observed:

1. The hours shall be from 6 a.m. to dusk.
2. No grave site shall have more than two headstones and the second headstone must be flat.
3. Block 9 shall have flat headstones only.
4. Block 8 shall allow one raised headstone and one flat marker only.
5. Headstones shall be restricted by grave sites owned.
6. All headstone and monument placement shall be approved by the Public Works Director or designee.
7. All monument and marker foundations must be installed by the Village or its designee.
8. The planting of trees, shrubs, and evergreens shall be carried out by Village personnel to ensure that proper placement and trimming will be under the control of the Village and the Public Works Director or designee.
9. Existing trees, shrubs, and bushes shall be removed at the discretion of the Public Works Director or designee and no person shall remove or replace existing plantings without Village approval. Maintenance of the approved shrubs and bushes shall be the responsibility of the owner; however, they may be trimmed or removed at the discretion of the Public Works Director or designee.
10. No planting of trees, shrubs, or trees shall be allowed in Blocks 8 or 9.
11. All decorations shall be placed on or in line with headstones. Winter decorations shall be allowed from Saturday before Thanksgiving each year and must be removed by the first Monday of April of the following year. Spring/Summer decorations may be placed beginning the last Saturday in April of each year. Any decorations and/or holders remaining during the cemetery clean up periods (the first Monday in April through the last Friday in April as well as the last Monday in October through the Friday before Thanksgiving of each year) shall be disposed of at the direction of the Public Works Director or designee.
12. All vehicles shall be parked on the road. No vehicles shall be parked on the grass.

13. All rubbish must be placed in the proper containers provided for that purpose.
14. All interments must be approved by the Manager and the Public Works Director or designee and properly recorded in the Village cemetery records.
15. No pets shall be interred in the cemetery, either as a full-body interment or as cremated remains.
16. The use of controlled substances is expressly forbidden in the cemetery.
17. All transfers of ownership of grave sites shall be properly recorded with the Village.
18. Cremated remains may not be sprinkled on top of the ground. Cremated remains must be interred in a container provided by the crematorium, or in an urn, with a “permanent” type vault, and placed in the ground in a marked grave site or within a marked columbarium niche. The vault must be made of a material such as stainless steel, concrete, marble, fiberglass, or a poly base container.
19. Remains must be interred in a “permanent” type vault and placed in the ground in a marked grave site. The vault must be made of a non-biodegradable type material.
20. Each lot may contain either two cremated remains or one casket and one cremated remains. If the lot contains one casket and one cremated remains, the casket must be interred before the cremated remains. In the case of a columbarium, a niche may contain only one cremated remains.
21. Graves designated as infant graves shall be used solely for the interment of infants and shall not be reconfigured to be used for adult interments.
22. No monument erected on any lot shall bear a photograph(s).

SECTION 3: Appendix B, Penalty, Salary, Bonds, and Fees, of the Algonquin Municipal Code shall be amended to add a new entry and amend the fee for Chapter 16 to include columbarium niches, which shall read as follows:

Chapter 16

	Cost	Perpetual Care	Total Cost
Resident Fees*			
Per grave site	\$800	\$300	\$1,100
Infant grave site (under 5 feet)	\$200	\$300	\$500
<u>Per single columbarium niche</u>	<u>\$5,200</u>	<u>\$300</u>	<u>\$5,500</u>
<u>Per 2-niche private columbarium</u>	<u>\$7,900</u>	<u>\$600</u>	<u>\$8,500</u>
Non-Resident Fees*			
Per grave site	\$1,200	\$300	\$1,500
Infant grave site (under 5 feet)	\$200	\$300	\$500
<u>Per single columbarium niche</u>	<u>\$6,200</u>	<u>\$300</u>	<u>\$6,500</u>
<u>Per 2-niche private columbarium</u>	<u>\$9,900</u>	<u>\$600</u>	<u>\$10,500</u>

Interment and Disinterment*	Interment Fee	Disinterment Fee
Year around, weekdays and Saturdays	\$1,000	\$1,000
Year around, Sundays and holidays	\$1,850	\$1,850
Interment of ashes, weekday and Saturdays		\$450
Interment of ashes, Sunday and holidays		\$750
Infant grave site (under 5 feet), weekday or Saturday		\$300
Infant grave site (under 5 feet), Sunday or holiday		\$450
Closing crypt in mausoleum*		\$500
* An additional \$200 fee is added if a Public Works Department employee is needed after 3:00 p.m., or at any time on a weekend or holiday, to mark a grave site for a grave opening.		
Miscellaneous		
Transfer of Deed		\$50

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

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

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

Voting Aye:
Voting Nay:
Abstain:
Absent:

Approved:

(SEAL)

Debby Sosine, Village President

ATTEST: _____
Fred Martin, Village Clerk

Passed: _____
Approved: _____
Published: _____



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and CDS Office Technologies for the Purchase of Police Body Worn Cameras in the Amount of \$264,362.00, attached hereto and hereby made part hereof.

DATED this 2nd day of July, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)	
Date	Nov 20, 2023 04:33 PM CST
Modified Date	May 13, 2024 11:48 AM CDT
Quote #	501633 - rev 1 of 1
Description	52 x WV-BWC4000, 10 x WJ-VPU4000, 2 x CF-33TZ-0QAM, 2 x ZQ52-BUE0010-00 - 5 year Local UDE
SalesRep	Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
Customer Contact	Crook, Kevin (P) 847-658-2727 kevincrook@algonquin.org

Customer

Algonquin Police Department (22089)
 Crook, Kevin
 2200 Harnish Dr.
 Algonquin, IL 60102
 United States
 (P) 847-658-2719

Bill To

Algonquin Police Department
 Accounts, Payable
 2200 Harnish Dr.
 Algonquin, IL 60102
 United States

Ship To

Algonquin Police Department
 Crook, Kevin
 2200 Harnish Dr.
 Algonquin, IL 60102
 United States
 (P) 847-658-2700
 kevinc@algonquin.org

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
i-PRO BWC4000					
1	i-PRO BWC4000 Camera with KlickFast mounting stud and battery	WV-BWC4000	52	\$895.00	\$46,540.00
2	i-PRO BWC4000 Camera 5-year Accidental Damage Coverage With Advanced Replacement For Camera Body Only	IPS-BWC4-WTY-5Y	52	\$210.00	\$10,920.00
BWC4000 KlickFast Mounting					
3	Panasonic - Klick Fast Magnetic X Mount for BWC	ARB-BWC3MNT-MAG	52	\$67.00	\$3,484.00
4	i-PRO - Klick Fast MOLLE Mount Includes rear straps to match MOLLE vest loops	IPS-BWC-MNT-MOLLE	52	\$22.00	\$1,144.00
5	i-PRO Klick Fast Leather Belt Clip	IPS-BWC-MNT-BELTC	25	\$22.00	\$550.00
BWC4000 Spare Quick Release Batteries & Chargers					
6	i-PRO BWC4000 Replacement Battery	WV-BWC40B1	52	\$205.00	\$10,660.00
7	i-PRO BWC4000 8 Bay Battery Charger AC Adapter separately	WV-BWC40C8	7	\$640.00	\$4,480.00
8	i-PRO AC Adapter (100W) For BWC 8 Bay Dock/Charger and 8 Bay Battery Charger	IPS-BWC-AC100W	7	\$129.00	\$903.00
BWC4000 8 Bay Camera Dock/Charger					
9	i-PRO BWC4000 8 Bay Docking/Charging Station AC adapter separately	WV-BWC40D8	6	\$1,725.00	\$10,350.00
10	i-PRO AC Adapter (100W) For BWC 8 Bay Dock/Charger and 8 Bay Battery Charger	IPS-BWC-AC100W	6	\$129.00	\$774.00
11	BWC4000 Single Bay Desktop Dock i-PRO BWC4000 Single Dock Charging Station with AC Adapter and Cat5 cable	WV-BWC40D1A-65W	11	\$342.00	\$3,762.00
BWC4000 Licensing - UDE On-Premise					
12	i-PRO BWC UDE On-premise Device License For 5 Years Incl. Device Management, Live Streaming And Redaction. Service Entitlements: BWC Initial Configuration, 24x7 Help Desk, Software Maintenance And Support	IPS-BWC-UDE-OP5	52	\$625.00	\$32,500.00
i-PRO VPU4000					
13	Panasonic i-PRO VPU4000 Recording Unit Only Includes WLAN 1 & 2, BT, Common Trigger	WJ-VPU4000	10	\$3,400.00	\$34,000.00

14	i-PRO ICV Front Panoramic 4K Camera with G-Force Sensor for VPU4000 Ethernet cable is separate	WV-VCF41P	16	\$1,295.00	\$20,720.00
15	Panasonic i-PRO Extended Warranty (years 4-5) for VPU4000, Front Camera, Back Seat Camera Does not include accessories (eg Wireless mic, cables, antennas, distribution box, batteries)	IPS-ICV4-WTY-5Y	10	\$475.00	\$4,750.00
16	Panorama Shark Fin antenna for ICV4000 - Black - Threaded bolt mount 4 WLAN, 1 Bluetooth, 1 GPS, 6.77" x 2.4"	IPS-ICV4-ANT-BL	10	\$370.00	\$3,700.00
17	Panasonic i-PRO Accessory Kit for VPU4000 Includes 256GB SSD w/ AES Encryption, Power Distribution Box, Battery Backup, 3 x 25' Ethernet cables	IPS-ICV4-ACC	10	\$710.00	\$7,100.00
Accessories					
18	Panasonic i-PRO - 256GB Rugged SSD for VPU4000 w/ AES Encryption & pull tab	IPS-ICV4-256SSD	10	\$145.00	\$1,450.00
19	Panasonic i-PRO - Back Seat Camera for Arbitrator HD/VPU4000 720P Rear Seat IR Camera	WV-VC31	10	\$445.00	\$4,450.00
20	Panasonic i-PRO - Side Camera for Arbitrator HD/VPU4000 720P Side Camera	WV-VC32	30	\$440.00	\$13,200.00
21	Panasonic i-PRO Extended Warranty Years 4 & 5 for Extra Rear/Side Cameras (up to 3)	IPS-ICVR-WTY-5Y	10	\$130.00	\$1,300.00
22	Panasonic - 2.4GHz Wireless Mic - Full Kit 2.4GHz wireless mic with vehicle receiver/station dock w/charger/case	ARB-M24	10	\$800.00	\$8,000.00
23	Lind Electronics - Siren Detection Cable For Panasonic Arbitrator	CBLMS-F00200	10	\$49.00	\$490.00
BWC4000 Vehicle Dock					
24	i-PRO BWC4000 Single Docking Charger Station power adapter separately	WV-BWC40D1A	16	\$249.00	\$3,984.00
25	i-PRO - 25' Orange Network Cable for BWC Dock in Vehicle	IPS-ICV-ETH-DOCK	16	\$28.00	\$448.00
26	i-PRO BWC4000 12V Vehicle Harness for Camera Dock or Battery Charger	IPS-BWC4-12V-WIRE	16	\$40.00	\$640.00
VPU4000 Licensing - UDE On-Premise					
27	Panasonic i-PRO ICV On-Premise device license for Unified Digital Evidence (UDE) with device management, Live Streaming and IDguard Redaction - 5 years Service Entitlements: 24x7 Help Desk, Software maintenance and support	IPS-ICV-UDE-OP5	10	\$625.00	\$6,250.00
Redaction Workstation					
28	Panasonic i-PRO Redaction Server Intel i7-11700 8C/16T CPU, 32GB DDR4 RAM, Win10 Pro on 256GB M.2 PCIe NVMe, 2TB HDD, NVIDIA RTX 3060 TI OC GPU; includes keyboard/mouse; does not include rails, optical drive or monitor; 5 year NBD onsite parts and labor hardware warranty	IDGWS-1-2TB-PS	1	\$3,335.00	\$3,335.00
Implementation Services					
29	CDS Office Technologies - IT Services UDE & Redaction Implementation Assistance	ZBLOCKCNET	1	\$1,050.00	\$1,050.00
30	CDS Office Technologies - Training Services Up to two Sessions of End-User Training by Certified Arbitrator Specialist	ARB-TR	1	\$500.00	\$500.00
31	i-PRO Professional Services - One day of consulting (remote) UDE & Redaction Implementation	IPS-CONSUL-1D	2	\$2,350.00	\$4,700.00
32	i-PRO Professional Services - One day of consulting (onsite) UDE & Redaction Implementation	IPS-CONSUL-1D-T	2	\$2,450.00	\$4,900.00
Panasonic Toughbook CF-33 - Fully Rugged Tablet Only Public Sector Bundle					
33	Panasonic Toughbook CF-33 Fully Rugged Bundle (4G, GPS, Smartcard) Win11 Pro, Intel Core i5-1245U vPro (up to 4.4GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Came Note: - Contactless SmartCard, Standard Batteries (2), TPM 2.0, Flat, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, CF-SVCBIOS1 - Custom BIOS, FZ-SVCFESGEN10 - Mobility Engineering Field Service	CF-33TZ-0QAM	2	\$3,995.00	\$7,990.00
Havis Docks & Power Supplies					
34	Toughbook Certified TABLET Vehicle Dock for the Toughbook CF-33 - DUAL antenna Dual Antenna Pass Through - USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2) - two front USB ports - Not compatible with tablets that have both Long Life Batteries and Panasonic Rotating Hand Strap	H-33-TVD2-L	2	\$675.00	\$1,350.00
35	Docking power supply for Toughbook CF-33, CF-54 & FZ-55	LPS-103	2	\$150.00	\$300.00
No Vehicle Mounting (re-use existing metal for dock and keyboard)					
Keyboard (re-use existing adapter plate)					
36	Man & Machine (usa) - So Cool Keyboard Rubberized, spill-proof, no moving parts, red LED backlit keys, touchpad	SOCOOL/BKL/OR/B5	2	\$330.00	\$660.00
37	Havis - Third Generation Communications Hub Four (4) fully powered USB 2.0 output ports (type a connectors), one (1) USB 2.0 input port (type b connector), one (1) Ethernet RJ45 port, 9-24V DC power input, 2.0 amp fuse	DS-DA-602	2	\$151.00	\$302.00

Zebra ZQ521 Printer					
38	Zebra ZQ521 DT Printer, media width 4.45"/113mm, Bluetooth 4.1, no battery 203 dpi, up to 5"/sec max print speed, -4 - 131 degree operating temperature range, 2 year warranty	ZQ52-BUE0010-00	2	\$715.00	\$1,430.00
39	Zebra OneCare Essential with Comprehensive Extended service agreement - parts and labor - 5 years - repair time: 3 business days - must be purchased within 30 days of the product purchase - for ZQ500 Series ZQ510, ZQ520	Z1AE-ZQ5X-5C0	2	\$300.00	\$600.00
Zebra ZQ520/1 Battery Eliminator					
40	Zebra Battery Eliminator Includes Printer vehicle cradle with USB lock - does not include power supply - for ZQ500 Series Note: - (P1063406-028 option does not include USB lock)	P1063406-061	2	\$204.00	\$408.00
41	Zebra Power Adapter Power Adapter for Mobile Battery Eliminator, 12~48V, open ended, New Resistor	P1050667-142	2	\$124.00	\$248.00
Zebra USB Cable					
42	Zebra USB cable with twist lock - USB (M) to Micro-USB Type B (M) - 11.5 ft - for ZQ500 Serie	P1063406-146	2	\$20.00	\$40.00

Subtotal:	\$264,362.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$264,362.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement with HR Green for the Construction Oversight of the Souwanas Trail and Schuett Street Improvements increasing the amount by \$59,187.00 totaling \$513,009.00, attached hereto and hereby made part hereof.

DATED this 2nd day of July, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



MEMO

To: Cliff Ganek, PE, Village Engineer

From: Todd Destree, PE, CPESC, Area Manager-Construction

Subject: Souwanas Trail Addendum Explanation and Justification

Project Number: 211482

Date: 6/4/2024

Below are additional project items that were completed at the request of the Village that were not anticipated at the time the original agreement was completed.

- Revise sanitary sewer from STA. 121+50 to 127+26 from open cut to boring
 - VoA requested change
 - IDOT/HRG/VoA/Benchmark coordination needed at the beginning of the project.
- Revise storm sewer improvements along Schuett
 - VoA requested change
 - Upsized storm sewer along Schuett from STA. 299+84 to 308+88 and several associated structures.
- Ductile Iron Tapping Sleeves
 - VoA requested change
 - Specs allowed Stainless Steel of Ductile Iron Tapping Sleeves
 - VoA would only accept Ductile Iron Tapping Sleeves
- Revise storm sewer run 303 from RCP to DIP
 - VoA unable to get a shutdown on their existing watermain to complete a watermain lowering.
 - Material revised for storm sewer run to avoid need to lower watermain
- Summit/Schuett line stop installation
 - VoA unable to get a shutdown on their existing watermain to complete a watermain connection
 - Contractor installed a line stop to complete connection
- 505 Souwanas Trail sanitary sewer service
 - 505 Souwanas Trail had an existing sanitary sewer service that had to be connected to the new sanitary sewer improvements.
- Temporary erosion control blanket
 - MLSWCD required placement of temporary erosion control blanket
 - HRG tracked all efforts on time and material
- Schuett/Souwanas HMA Driveways
 - VoA requested HMA patch to transition PCC driveways to existing HMA driveways
 - HRG tracked all efforts on time and material
- Well No. 6 and WTP 001 Watermain Revisions
 - Revised proposed connections at Well No. 6 and WTP 001
 - Added valve, vault and DIP
- Installation of PED crosswalk
 - VoA requested install of PED crosswalk be included as scope of work



- Originally contractor required to furnish PED crosswalk only
- Souwanas Trail Outfall Project and Algonquin Shores Force main Project coordination
 - VoA added projects adjacent to Souwanas Trail project requiring additional coordination efforts
- Rear yard storm sewer revisions
 - Revised rear yard storm sewer system to avoid tree removal per resident/VoA request.
- Utility Relocation/Delays
 - Nicor delay on Souwanas (3 weeks)
 - ComEd OH conflict at the three-sided box culvert (coordination, meetings, site visits as a result)
- Buried concrete bridge at the three sided box culvert location (delays and T & M tracking)
- Additional sidewalk on Schuett St (per VOA request)
- Temporary Patching Claim Resolution (additional tracking and documentation for T&M of patches)
- Sanitary sewer revision at Sandbloom (per VOA lowered invert and depth of final two pipe runs creating additional T&M for work across Sandbloom)

Attached below are the hours that were expended to complete the additional work noted above.



Local Public Agency Algonquin	County McHenry	Section Number
Consultant / Subconsultant Name HR Green		Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Start Up			Construction Observation			Meetings			Administration			Project Close Out			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Administrative Office Manag	40.76	0.0																		
Construction Engineer I	35.07	0.0																		
Construction Engineer II	42.26	0.0																		
Construction Engineer III	59.63	0.0																		
Area Manager	80.13	0.0																		
Construction Technician I	31.39	0.0																		
Construction Technician II	37.54	0.0																		
Construction Technician III	52.21	335.0	100.00%	52.21	335	100.00%	52.21													
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
TOTALS		335.0	100%	\$52.21	0.0	0.00%	\$0.00	335.0	100%	\$52.21	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	0.0	\$0.00



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Todd Destree, PE, CPESC
Area Manager-Construction

Approved by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

VILLAGE OF ALGONQUIN, IL

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Intergovernmental Agreement with McHenry County for a Shared Facility Preliminary Study to be Conducted by Williams Architects, attached hereto and hereby made part hereof.

DATED this 2nd day of July, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ALGONQUIN AND THE COUNTY OF
MCHENRY FOR PRELIMINARY PLANNING OF A REMOTE SALT
STORAGE FACILITY**

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between the Village of Algonquin, a municipal corporation of the State of Illinois, hereinafter referred to as the **VILLAGE**, and the County of McHenry, Illinois acting by and through its County Board, a body politic and corporate of the State of Illinois, hereinafter referred to as the **COUNTY**. The **VILLAGE** and the **COUNTY** are sometimes collectively referred to as the **PARTIES**. This agreement shall hereinafter be referred to as “**THIS AGREEMENT**.”

WITNESSETH

WHEREAS, the **COUNTY** and the **VILLAGE** have the desire to jointly analyze and explore smart design functions and operations while working to promote and create a highly effective and leaner government and organization where practicable; and

WHEREAS, the **COUNTY** and the **VILLAGE** have the desire to improve efficiency and encourage resource sharing to optimize the efficient use of public funds and explore ways to work together, as opposed to working independently, to eliminate inefficient or duplicative services, and to make use of existing facilities to achieve economies of scale; and

WHEREAS, the **COUNTY** and the **VILLAGE** have the desire to provide additional salt storage capabilities in order to protect public funds from dramatic swings in the price paid for salt due to unforeseeable and extreme climatic events; and

WHEREAS, a remote salt storage facility would allow for the ability to take delivery of a year's worth of salt at any given time in the year, with the added benefit of having a supply of salt available to draw from in the event that suppliers are unable to deliver salt due to weather or supply chain limitations; and

WHEREAS, having a supply of salt in the southeast part of the county would create a more efficient operation benefiting both agencies as well as the public at large as over 40% of the **COUNTY**'s winter maintenance operations occur in the southeastern portion of the County; and

WHEREAS, the support for coordination regarding remote salt storage with the **VILLAGE** aligns with the **COUNTY**'s 2022-2025 Strategic Plan - Leadership and Governance Goal 5; and

WHEREAS, the **COUNTY** and the **VILLAGE** desire to jointly pursue a preliminary planning study to evaluate the required infrastructure to store road salt and perform various operational tasks on the **VILLAGE**'s existing Public Works Facility site located at 110 Mitchard Way, Algonquin, IL 60102, as shown on EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the VILLAGE has contracted with Williams Architects to perform a preliminary planning study for a total cost of \$49,813.00; and

WHEREAS, the COUNTY and the VILLAGE have agreed to split the cost of the preliminary planning study equally; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the COUNTY and the VILLAGE do hereby agree as follows:

**SECTION I.
Recitals/Headings**

1. The foregoing preambles are hereby incorporated herein as though fully set forth.
2. The “headings” as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

**SECTION II.
COUNTY Commitments**

1. The COUNTY agrees to reimburse the VILLAGE a not to exceed amount of \$24,906.50, which is fifty percent (50%) of the costs associated with the preliminary planning study, within sixty (30) days of receiving notice by the VILLAGE.
2. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for the preliminary planning study if the amount appropriated proves to be insufficient.
3. The COUNTY shall, for itself and for those authorized by or through the COUNTY, and to the fullest extent permitted by law, hold harmless, indemnify and defend the VILLAGE, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys’ fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the VILLAGE.

SECTION III.
VILLAGE Commitments

1. The VILLAGE shall prepare, or cause to be prepared, a preliminary planning study that will evaluate the required infrastructure to store road salt and perform various operational tasks on the VILLAGE's existing Public Works Facility site.
2. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for the preliminary planning study if the amount appropriated proves to be insufficient.
4. The VILLAGE shall, for itself and for those authorized by or through the VILLAGE, and to the fullest extent permitted by law, hold harmless, indemnify and defend the COUNTY, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the VILLAGE, its employees and authorized agents, or any authorized VILLAGE contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the COUNTY.

SECTION IV.
General Provisions

1. THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. Nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the VILLAGE (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the VILLAGE, for any purpose or in any manner, whatsoever. Each PARTY is and shall remain independent of the other PARTY with respect to all rights exercised and obligations performed under THIS AGREEMENT.
3. Each person executing THIS AGREEMENT warrants and represents to the PARTIES (i) that he or she has the full and complete right, power and authority to execute THIS AGREEMENT and to agree to the terms, provisions, and conditions set forth in THIS AGREEMENT on behalf of the PARTY on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize him or her to execute and deliver THIS

AGREEMENT have been taken; and (iii) THIS AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the PARTY on whose behalf he or she is executing.

4. The Effective Date of THIS AGREEMENT will be the first day of the month following the date upon which THIS AGREEMENT has been executed by the PARTIES.
5. The provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
6. No claim as a third-party beneficiary under THIS AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.
7. THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
8. Any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES affected by such alteration, amendment, deletion, or waiver.
9. Any notice or communication required or permitted to be given under THIS AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in THIS AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each PARTY shall have the right to change the address or the addressee, or both, for all future notices and communications to such PARTY, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the COUNTY shall be addressed to, and delivered at, the following address:

McHenry County Division of Transportation
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer
Email: MCDOT@mchenrycountyil.gov

With a copy to:
McHenry County State's Attorney
2200 N Seminary Ave, Suite 150,
Woodstock, IL 60098
Attention: Assistant State's Attorney Tom Cahill
Email: tpcahill@mchenrycountyil.gov

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following addresses:

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102
Attention: Tim Schloneger, Village Manager
Email: timschloneger@algonquin.org

With a copy to:
Nadim Badran, Village Public Works Director
Email: NadimBadran@algonquin.org

And ZRFM Law, LLC
50 N. Virginia Street
Crystal Lake, IL 60014
Attention: Kelly Cahill, Village Attorney
Email: Address: kcahill@zrfmlaw.com

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None of the PARTIES hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the remaining PARTIES.

11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in McHenry County by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.
12. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
13. THIS AGREEMENT shall terminate upon completion of the PARTIES' obligations herein or by the mutual written agreement of both PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed THIS AGREEMENT on the dates indicated.

VILLAGE OF ALGONQUIN

ATTEST:

 Fred Martin
 Village Clerk

By: _____
 Debby Sosine
 Village President

Date: _____

COUNTY OF MCHENRY

ATTEST:

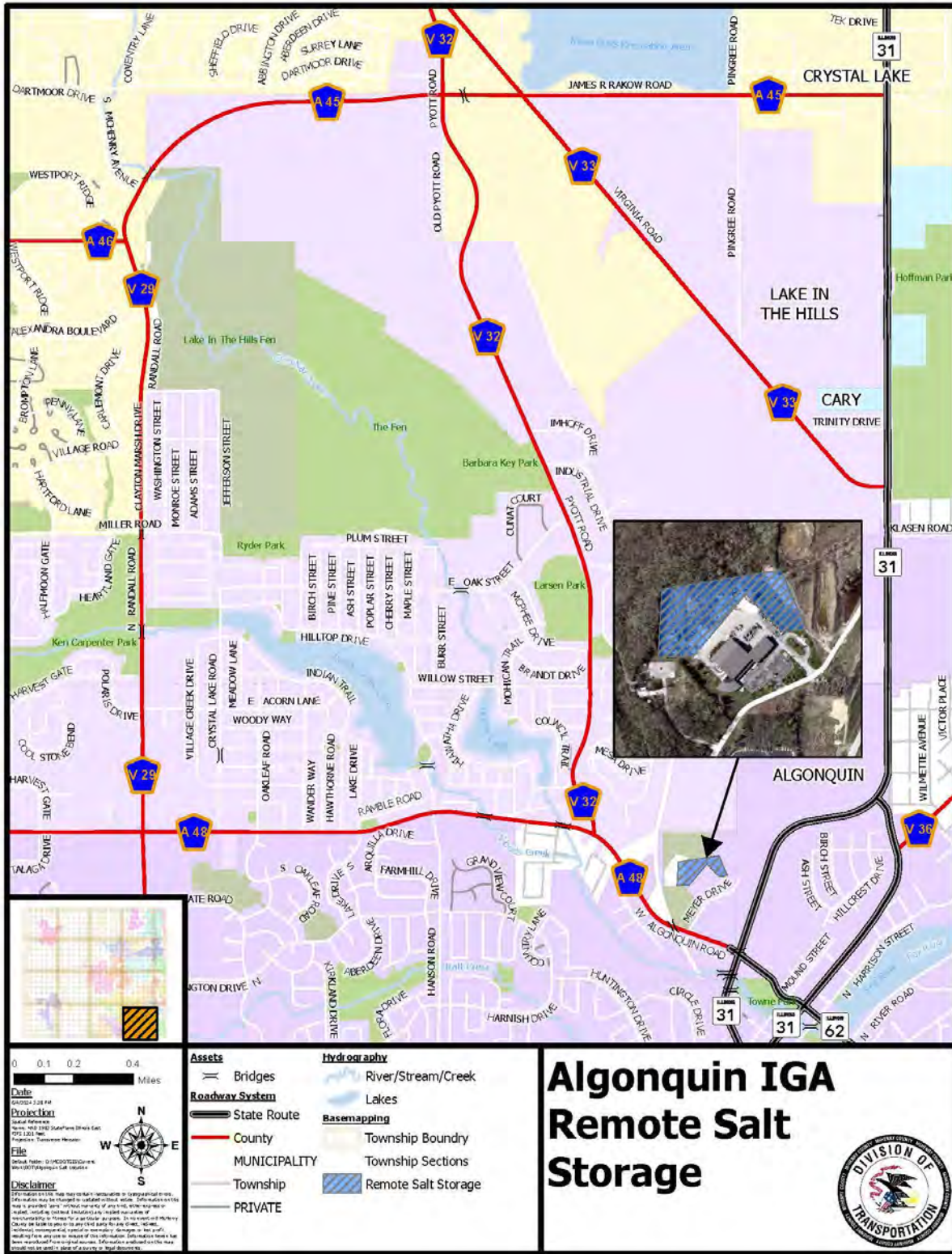
 Joseph Tirio
 McHenry County Clerk

By: _____
 Michael Buehler
 County Board Chairman

Date: _____

EXHIBIT A

General Depiction of the VILLAGE's Public Works Site





2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement with Williams Architects for a Shared Facility Preliminary Study, in the Amount of \$49,813.00, attached hereto and hereby made part hereof.

DATED this 2nd day of July, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



17 June 2024

Mr. Nadim Badran
Director of Public Works
110 Mitchard Way
Algonquin, IL 60102

Re: Village of Algonquin / McHenry County
Letter of Proposed Agreement – Professional Services – Phase 1 Space Needs and Conceptual Design for a Shared Maintenance Facility at the existing Village of Algonquin Public Works Facility
WA Project No. 2024-336

Dear Nadim:

Thank you for meeting with me several weeks ago to go over this exciting joint facility between the Village of Algonquin and McHenry County. We understand the Village and the County is interested in investigating their options to make additions and / or improvements to the existing facility, or an all-new building, to accommodate use by McHenry County on the Village's existing Public Works site.

Based on our project understanding, we are proposing a two-phase project. Phase 1 (this proposal) will include Space Needs, Conceptual Design and Cost Estimating of up to three (3) options. Phase 2 (in the future if the project is implemented) will include full Design and Construction Administration services. If requested, we will provide a separate proposal for that work.

The proposed tasks per this project are as follows:

PHASE 1 – SPACE NEEDS, CONCEPTUAL DESIGN AND COST ESTIMATING

Step I. SET-UP PROJECT

A. Review planning process with Village and County staff:

- Who will be involved, and what are their roles?
- Who are the point people for the Village and Williams?
- What goals do the Village and the County have for this study?
- Overall schedule and Board meetings to target?
- What information is available and has yet to be conveyed?
- Other relevant information, recent events or expectations that will guide and/or influence this study.

B. Receive existing facility/property floor and site plans of the involved buildings and sites. Receive any other Village data.

C. Staff to provide a brief report on the current and future estimated growth and change for the Village and the County as it would affect the staff and functions at the existing Public Works Facility.

- D. Provide a Meeting Matrix to lay out the expected meetings for the study and a Project Directory of the involved organizations and persons.

Step II. ESTIMATE FUTURE VILLAGE / COUNTY STAFFING & VEHICLES

- A. Review with staff the past and current staffing levels for the Village's Public Works Department and the County's staff that will be working at this site.
- B. Compare and contrast the changing staffing levels with services provided by the Village and the County, trends in how services are provided, the economy, community needs, and expectations.
- C. Village and County Staff to provide organizational charts based upon current authorized staffing levels, estimated staffing in 10 – 15 years, and one for 25 year / ultimate build-out.
- D. Williams Architects (WA) to review these organizational charts, trends in municipal staffing, and the expected growth and change for the Village of Algonquin and McHenry County and provide a draft chart that shows the Village's current and estimated potential future staffing and vehicles as directed by staff.
- E. Village / County to review, edit as needed and approve the estimated current and future staffing and vehicles.

Step III. SPACE PROGRAMMING

- A. Williams Architects to develop a Range Space Program based on our experience in this project type and the vehicle and staffing needs determined in the previous phase.
- B. Meet with Public Works and McHenry County staff to review the approved staffing and vehicle estimates and the expected Village-provided services.
- C. Host a one-day Space Needs Meeting with the appropriate Village and County staff to discuss the space needs for all the people, functions, storage needs, public uses, vehicles, and equipment necessary at the new facility. At the end of the meeting, we will have narrowed down the Range Space Needs Program to the Target Space Needs Program. This will be a one-day meeting (Meeting #1).
- D. Meet with Public Works and County staff to review the Target Space Needs Program. Determine potential changes to the Target Space Program and refine them into the Final Space Needs Program. This meeting shall be an all-day meeting (Meeting #2).
- E. Develop Conceptual Design sketches with the Village and County after the completion of the Final Space Program (Meeting #2).
- F. Meeting minutes for both meetings during this phase.
- G. Submit and review the Final Space Needs Program to the Village and County. Final revisions as needed before this step is complete.

Step IV. EXISTING BUILDING AND SITE DOCUMENTATION

- A. WA to receive, review, and discuss with staff the existing public works facility and site.
- B. Draft the existing Public Works Facility and site into the firm's CADD and / or Revit software.

Step V. CONCEPTUAL DESIGN

- A. Provide three (3) Concept Design Site/Building Options for the following options:
 - a. Additions and remodeling to the current facility and site.
 - b. Construction of an all-new shared facility on the current site.
 - c. Additions, remodeling, and all-new facility.
- B. Develop three (3) cost estimates working with Leopardo.
- C. Present Concept Design Site / Building Options to staff for input and direction of preferred option (Meeting #3).
- D. Refine Concept Design Site / Building Options based on staff input.
- E. Present Final Concept Design Site / Building Options to staff for final approval (Meeting #4).
- F. Village to select appropriate staff members and tour with WA, three (3) public works facilities (Lakewood, Wood Dale, and Montgomery (Meeting #5).

Step VI. BOARD PRESENTATION

- A. Prepare for and present to the Board the options for review, discussion and Board direction changes and selection of preferred option.
- B. Potential revisions to Concept Design Options based on Board direction.
- C. Direction from Village Board on Preferred Option to move forward into Schematic Design.
- D. Step to include Village Board Meeting #6.

Step VII. FINAL DOCUMENTATION

- A. Preparation of Draft Space Needs and Concept Design Submittal with Executive Summary, deliverables, and documents for staff review.
- B. Submittal of Draft document to staff for input.
- C. Revisions to Draft submittal based on staff comments.
- D. Submittal of final Space Needs and Concept Design Submittal to the Village.

EXCLUDED ITEMS:

- A. Drawings and layouts beyond Conceptual Design.
- B. Detailed review of existing conditions or code issues.
- C. Detailed or unit take-off estimate.
- D. Meetings beyond those listed.
- E. Surveys, wetlands review, soil borings, environmental investigations.
- F. Civil Engineering or Landscape Design Services.
- G. Detailed Structural, Mechanical or Electrical Engineering.

PROPOSED FEES

We proposed a Lump Sum fee basis, with the fee breakdowns for each phase are as follows:

PHASE 1 – SPACE NEEDS AND CONCEPTUAL DESIGN

We propose to provide the above Phase 1 services for the following fees, based on the detailed breakdown shown on the attached Exhibit "A" – Proposed Hours and Fee Schedule:

Step I.	SET-UP PROJECT We propose a lump sum fee of	\$5,016.00
Step II.	ESTIMATE FUTURE VILLAGE STAFFING & VEHICLES We propose a lump sum fee of	\$1,966.00
Step III	SPACE PROGRAMMING We propose a lump sum fee of	\$7,636.00
Step IV	EXISTING BUILDING AND SITE DOCUMENTATION We propose a lump sum fee of	\$3,622.00
Step V.	CONCEPTUAL DESIGN (3 Options) We propose a lump sum fee of	\$16,432.00
Step VI.	BOARD PRESENTATION We propose a lump sum fee of	\$1,758.00
Step VII.	FINAL DOCUMENTATION We propose a lump sum fee of	\$4,463.00
Step VIII.	COST ESTIMATING We propose a lump sum fee of	\$8,920.00
TOTAL PHASE 1 FEE (Does not include reimbursable expenses) We propose a lump sum fee of		\$49,813.00

REIMBURSABLE EXPENSES:

In addition to our professional fees, we shall invoice the Village / County for our reimbursable expenses (mileage, printing, delivery services, misc. project supplies) times a 1.15 multiplier.

PROGRAM QUALIFICATIONS

This proposal is based on the following assumptions and qualifications:

1. The Village shall provide all existing drawings for our use in developing the documents.
2. Our project meetings and on-site time/field time are limited, and some meetings and/or attendees shall participate via the web. Meetings and field time beyond the defined limits will be charged hourly.

PROJECT IMPLEMENTATION

The Village / County expects to use the services of a Construction Manager when the Village moves forward with the implementation of the Project and retains Williams Architects to provide the design services.

CONCLUSION

If you agree with the terms of this Letter of Proposed Agreement, please sign and date below and return one copy to our office. It is understood that the general terms of this proposal are as per the current AIA Document B104 (Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope) and in keeping with the Architect's Standard of Care. A copy of that contract will be prepared and forwarded to your attention.

Thank you again for this wonderful opportunity to be of service to the Village of Schiller Park. If you have any questions or comments, please call or email.

Cordially,



Mark S. Bushhouse, AIA, LEED AP
President / Managing Principal

xc: Sonia L. Sporleder / Williams Architects
Marc Rohde / Williams Architects

Attachments: Exhibit "A" – Proposed Hours and Fee Schedule

The Village of Algonquin and McHenry County hereby accepts the Scope of Services, Fees, and Terms listed above and authorizes Williams Architects to begin their services immediately:

ACCEPTED BY:

Authorized Representative - Village of Algonquin

Date

Authorized Representative - Printed Name and Title

Staff Title	Principal		Associate Principal		Architect III		Project Coord. II		Interior Design		Accounting		Secretarial		Hours	Total Fee
Hourly Rate	\$250.00		\$223.00		\$180.00		\$105.00		\$182.00		\$192.00		\$135.00			
PHASE 1 SERVICES	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hours	Direct Labor
I. SET UP PROJECT																
A. Create Project Meeting Matrix and Directory		\$0.00	4	\$892.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$540.00	8	\$1,432.00
B. Review existing Public Works drawings		\$0.00	2	\$446.00		\$0.00	2	\$210.00		\$0.00		\$0.00		\$0.00	4	\$656.00
C. General project management	2	\$500.00	4	\$892.00		\$0.00		\$0.00		\$0.00	8	\$1,536.00		\$0.00	14	\$2,928.00
Step I. Fee															26	\$5,016.00
II. ESTIMATE FUTURE VILLAGE STAFFING & VEHICLES																
A. Receive and review current and projected staffing information		\$0.00	1	\$223.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$223.00
B. Receive and review current vehicle and equipment list		\$0.00	1	\$223.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$223.00
C. Develop proposed staffing spreadsheets - Village and County		\$0.00	1	\$223.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$405.00	4	\$628.00
D. Develop proposed vehicle spreadsheets - Village and County		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
E. Submit staffing and vehicles spreadsheets to Village / County		\$0.00	1	\$223.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$223.00
Step II. Fee															10	\$1,966.00
III. SPACE PROGRAMMING																
A. Develop Space Needs spreadsheet templates for Village / County		\$0.00	6	\$1,338.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	6	\$1,338.00
B. Develop Range Building Programs - Village / County	1	\$250.00	6	\$1,338.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	7	\$1,588.00
C. Range Space Programming Meeting (Meeting #1)		\$0.00	4	\$892.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$892.00
D. Develop Target Space Program (Meeting #1)		\$0.00	2	\$446.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$446.00
E. Meeting minutes (Day 1)		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
F. Final Space Program Meeting (Meeting #2)		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
G. Concept Design ideas / sketches (Meeting #2)		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
H. Meeting minutes (Day 2)		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
I. Develop Final Building Program - Village / County	1	\$250.00	2	\$446.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$696.00
Step III. Fee															34	\$7,636.00
IV. EXISTING BUILDING AND SITE DOCUMENTATION																
A. Receive and review all existing building drawings		\$0.00	1	\$223.00		\$0.00	2	\$210.00		\$0.00		\$0.00		\$0.00	3	\$433.00
B. Draft existing site plan in AutoCAD / Revit		\$0.00	1	\$223.00		\$0.00	8	\$840.00		\$0.00		\$0.00		\$0.00	9	\$1,063.00
C. Draft existing building plan in AutoCAD / Revit (simple 3D model)		\$0.00	2	\$446.00		\$0.00	16	\$1,680.00		\$0.00		\$0.00		\$0.00	18	\$2,126.00
Step IV. Fee															30	\$3,622.00
V. CONCEPTUAL DESIGN																
A. Concept Design Site / Building Options (3 total)	3	\$750.00	9	\$2,007.00		\$0.00	24	\$2,520.00		\$0.00		\$0.00		\$0.00	36	\$5,277.00
B. Cost estimates for three (3) options (working with FQC)		\$0.00	3	\$669.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$669.00
C. Present (3) Concept Design options to staff for input (Meeting #3)	4	\$1,000.00	4	\$892.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	8	\$1,892.00
D. Meeting minutes		\$0.00	2	\$446.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$446.00
E. Refinements of options into Final Concept Design	1	\$250.00	8	\$1,784.00		\$0.00	12	\$1,260.00		\$0.00		\$0.00		\$0.00	21	\$3,294.00
F. Final Concept Design presentation to staff (Meeting #4)		\$0.00	5	\$1,115.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	5	\$1,115.00
G. Similar Building Tours (Lakewood, Wood Dale, Montgomery - Meeting #5)		\$0.00	9	\$2,007.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	9	\$2,007.00
H. Creation of Final Concept Design Documents		\$0.00	4	\$892.00		\$0.00	8	\$840.00		\$0.00		\$0.00		\$0.00	12	\$1,732.00
Step V. Fee															96	\$16,432.00
VI. BOARD PRESENTATION																
PowerPoint presentation for Village Board meeting		\$0.00	2	\$446.00		\$0.00	4	\$420.00		\$0.00		\$0.00		\$0.00	6	\$866.00
Presentation at Village / County Board Meeting (Meeting #6)		\$0.00	4	\$892.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$892.00
Step VI. Fee															10	\$1,758.00

Staff Title	Principal	Associate Principal	Architect III	Project Coord. II	Interior Design	Accounting	Secretarial	Hours	Total Fee							
Hourly Rate	\$250.00	\$223.00	\$180.00	\$105.00	\$182.00	\$192.00	\$135.00									
VII. FINAL DOCUMENTATION																
Creation of Draft Executive Summary	1	\$250.00	4	\$892.00	\$0.00	\$0.00	\$0.00	5	\$1,142.00							
Submission of Draft Executive Summary to staff		\$0.00	1	\$223.00	\$0.00	\$0.00	\$0.00	1	\$223.00							
Refinements based on staff feedback		\$0.00	2	\$446.00	\$0.00	\$0.00	\$0.00	2	\$446.00							
Final Space Needs and Concept Design book completed	2	\$500.00	4	\$892.00	\$0.00	\$1,260.00	\$0.00	18	\$2,652.00							
Step VII. Fee								26	\$4,463.00							
Phase 1 Williams Architects Labor	15	\$3,750.00	114	\$25,422.00	0	\$0.00	88	\$9,240.00	0	\$0.00	8	\$1,536.00	7	\$945.00	232	\$40,893.00
VIII. COST ESTIMATING																
Leopardo - Cost Estimating		40	\$223.00	\$8,920.00	\$0.00	\$0.00	\$8,920.00									
				\$0.00	\$0.00	\$0.00	\$0.00									
Subconsultant Fees		40		\$8,920.00	\$0.00	\$0.00	\$8,920.00									
PHASE 1 SERVICES FEE																
DL	Direct Labor Subtotal (Williams Architects)							232	\$40,893.00							
SF	Subconsultant Fees							40	\$8,920.00							
TOTAL BASIC SERVICES FEE									\$49,813.00							



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement with Alpha Maintenance Services Inc. for Hydrant Painting, in the Amount of \$40,375.00, attached hereto and hereby made part hereof.

DATED this 2nd day of July, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

Alpha Maintenance and Services Inc.
9820 Haegers Bend Rd, Algonquin IL
Email: dkorkofigas@gmail.com
Phone: 8476367052

2024 Fire Hydrant Painting Proposal

May 30, 2024

To: Jason Miller
Village of Algonquin
Public Works Department

Re: Hydrant painting

Scope: Sandblast, prime and paint approx. 475 hydrants in fall of 2024 and spring 2025. The paint system will be Sherwin Williams chembond primer and Rustoleum high performance enamel or equal subject to availability.

We propose to provide labor, equipment and material for the completion of the work as outlined above for the village of Algonquin.

Cost per hydrant: \$85.00

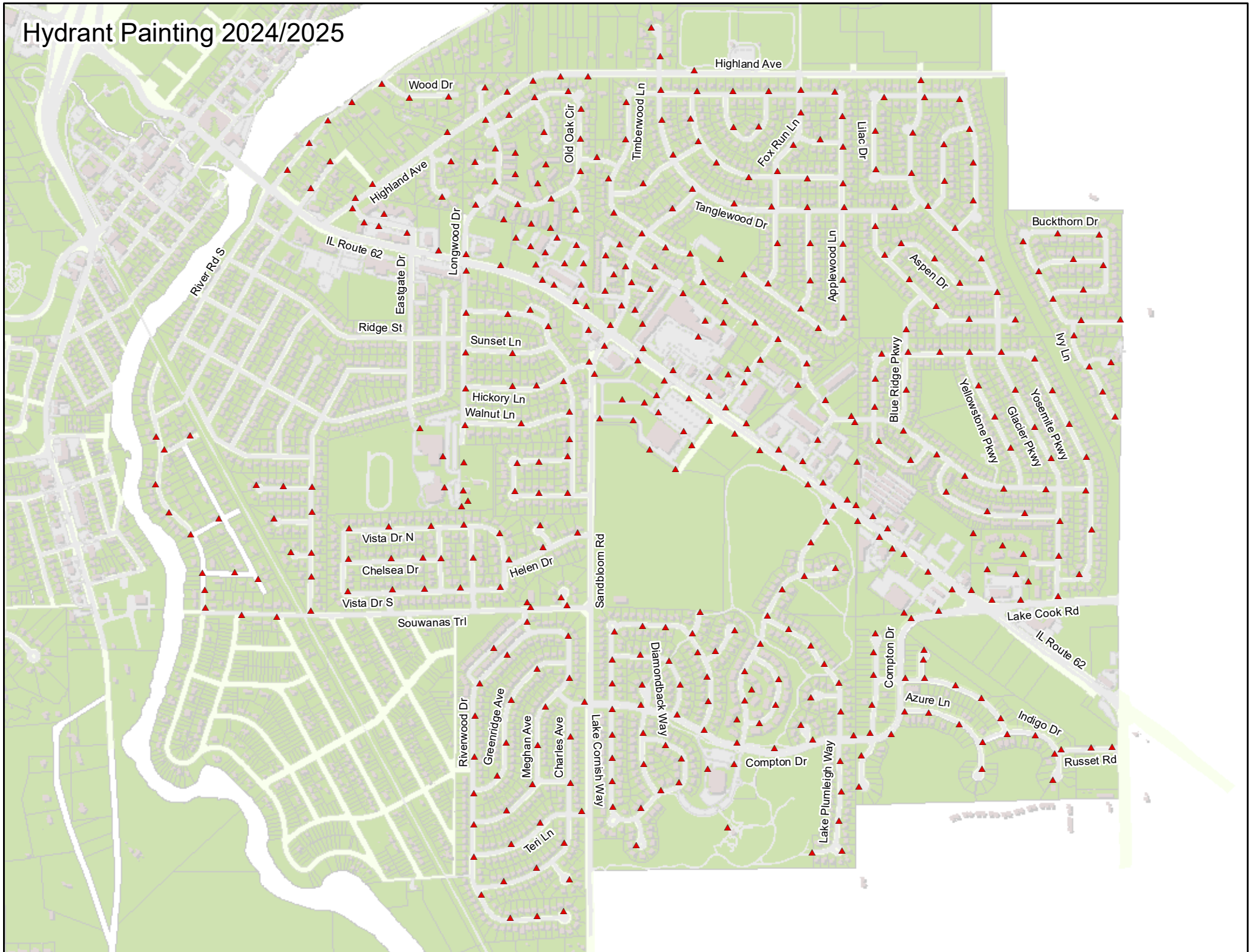
Please do not hesitate to contact us with any questions or requests for more information. Thank you for allowing us to submit a proposal and we look forward to working together.

Sincerely,

Dimitrios Korkofigas



Hydrant Painting 2024/2025





2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement with Trotter & Associates, for Design for High Hill Park Sanitary Sewer Relocation, in the Amount of \$246,000.00, attached hereto and hereby made part hereof.

DATED this 2nd day of July, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



May 31, 2024

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

Re: High Hill Park Sanitary Sewer Relocation
Professional Services Agreement

Dear Mr. Ganek:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Robert Scott Trotter, PE, BCEE
President

This Page is intentionally left blank



May 31, 2024

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

Re: High Hill Park Sanitary Sewer Relocation
Professional Services Letter Agreement and Exhibits

Dear Mr. Ganek,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to The Village of Algonquin (CLIENT) for the High Hill Park Sanitary Sewer Relocation (hereinafter referred to as the "PROJECT").

Project Background

TAI completed a study in November 2023 to determine the best alignment to relocate the existing sanitary sewer along Ratt Creek between Hanson Road and Stonegate Road outside of the existing wetland. Per the study, there were only a few options available for the relocation as the existing topography along Ratt Creek is approximately 15 to 20 feet lower than the adjacent roadways north and south (Huntington Drive and Harnish Drive).

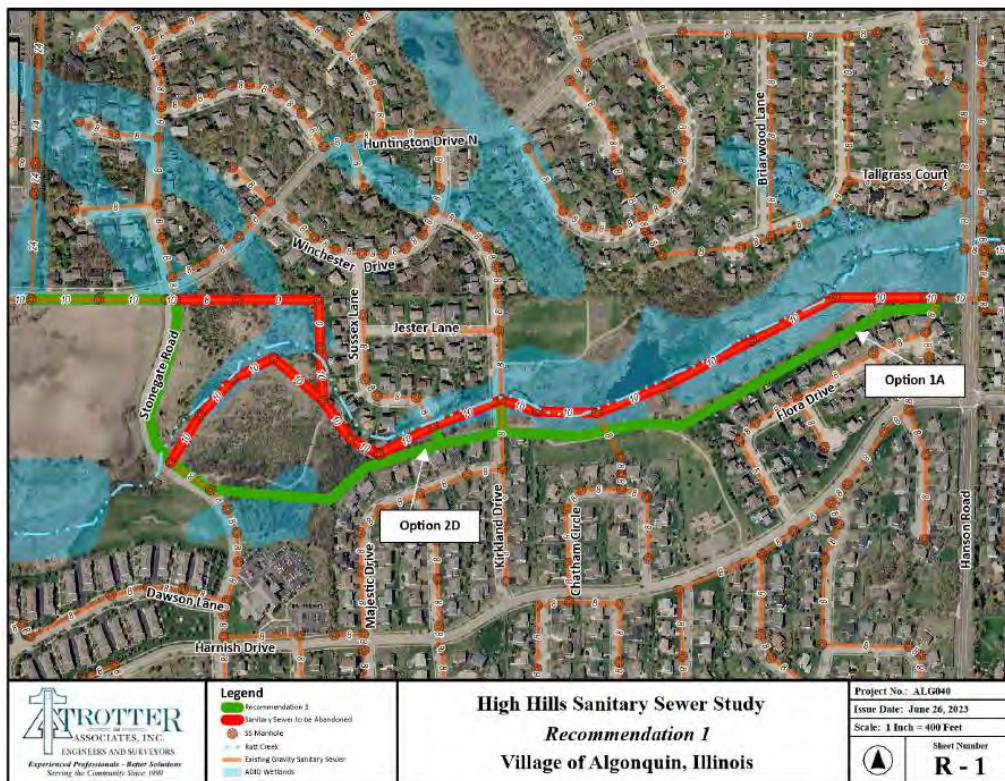
The Village selected to proceed with Alternative Alignment #1A and #2D per page 12 of the study. The recommended alignment includes relocation along the northern properties of the homes along Flora Drive and Majestic Drive.

Project Understanding

The Village intends to relocate the existing 8" and 10" interceptor sewer between Stonegate Road and Hanson Road along Ratt Creek. Relocation of the sewer will include the following:

1. Create two sets of design documents to reflect the proposed sewer improvements to be completed over two phases.
 - a. Phase 1
 - i. Installation of approximately 2,500 lineal feet of 18" sanitary sewer between Hanson Road and Kirkland Drive.
 - ii. Abandonment of the existing sanitary sewer.
 - iii. Dewatering.
 - iv. Bypass pumping, if required.

- v. Tree removal as necessary for pipe installation.
 - vi. Temporary connection to the existing sanitary manhole on Kirkland Drive.
 - vii. Permanent maintenance access.
 - viii. Restoration including pavement patching, sidewalk replacement, mixed use path replacement, topsoil, seeding & blanket.
- b. Phase 2
- i. Installation of approximately 2,950 lineal feet of 15" sanitary sewer between Kirkland Drive and Stonegate Road.
 - ii. Abandonment of the existing sanitary sewer.
 - iii. Dewatering.
 - iv. Bypass pumping, if required.
 - v. Tree removal as necessary for pipe installation.
 - vi. Permanent maintenance access.
 - vii. Restoration including pavement patching, sidewalk replacement, mix use path replacement, topsoil, seeding & blanket.



Project Schedule

Task	Anticipated Date
Phase 1 – Project Kick-off	July 1, 2024
Phase 1 – Preliminary Design Completion	October 1, 2024
Phase 2 – Final Design Completion	February 1, 2025
Phase 3 – Bidding	May – October 2025

Scope of Services

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

Phase 1 Preliminary Design

During the Preliminary Design Phase, Engineer shall:

- A. Hold a Project Kick-off Meeting with Village staff, upon receipt of the Notice to Proceed, to establish project goals & schedule.
- B. Perform site visits as necessary to determine site conditions.
- C. Obtain as-built information for the existing interceptor sewer as needed (Village has provided data prior to this Agreement).
- D. Complete a wetland delineation report of the area along Ratt Creek. The wetland delineation report shall include a jurisdictional determination, wetland boundary, and USFWS Consultation. The wetland delineation report will be completed by a subcontractor of TAI.
- E. Obtain up to twenty (20) soil borings and four (4) pavement cores to determine the existing subsurface soil and pavement conditions within the project area. Prepare a report describing existing soil conditions and make recommendations. Provide LPC-663 forms as required to complete the work. The soil report will be completed by a subcontractor of TAI.
- F. The existing site is owned by the Village and within Village easements. Conduct a topographic survey of the site, including property boundaries for design and permitting (Village to locate sanitary sewer).
- G. Obtain utility locations, floodplain and floodway information on the existing site and determine site limitations.
- H. Conduct a topographic survey along the alignment of the existing and proposed interceptor sewer. The topographic survey limits for the sanitary sewer will be per the exhibit below. Survey will include all trees, pavement, sidewalk, located utilities and utility poles, curb and gutter, mailboxes, and landscaped areas.



- I. Prepare and submit 50% Preliminary Design documents and Engineer's Opinion of Probable Construction Cost.
- J. Attend preliminary design review meeting to address the Village's review comments and concerns.

Phase 2 Final Design

During the Final Design Phase, Engineer shall:

- A. Based on the approved Preliminary Design Phase, prepare 90% Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor for the Improvements. Drawings will be separated into two plan sets, one for each phase, and include (but not necessarily limited to) the following:
 - i. General Construction Details and Notes;
 - ii. Sanitary sewer alignment and profile drawings;
 - iii. Civil/Site drawings showing proposed restoration;
- B. Submit plans and specifications for IEPA Construction Permit.
- C. Submit plans and specifications for Illinois Historic Preservation Agency (IHPA) permitting.
- D. Submit plans and specifications as required for Illinois Department of Natural Resources (IDNR) Permitting.
- E. Submit plans and specifications as required for Kane County Stormwater and USACOE permitting.
- F. Prepare updated Engineer's Opinion of Probable Construction Cost.
- G. Revise plans and specifications and resubmit as needed for all final permitting.
- H. Hold a meeting with Village staff to review and discuss 90% Engineering Plans and Specifications.
- I. Revise plans in accordance with additional comments and provide 100% complete Engineering Plans and Specifications to the Village for review and approval.
- J. Prepare an opinion of probable cost based on the Final Engineering Plans.
- K. Prepare electronic documents for distribution for bids.

Phase 3 Bidding

During the Bidding Phase, Engineer shall:

- A. Provide bidding assistance, which will include preparing the bid notice and preparing bid addendums.
- B. Attend a pre-bid conference, if one is deemed necessary.

- C. Respond to questions about the bid documents pertaining to items included within the engineering components.
- D. Assist the Village in reviewing the bids and assembling a bid tabulation and recommendation letter for award of the contract.

The proposed sanitary sewer is anticipated to be installed within existing Village right-of-way, property, and easements. Therefore, easement acquisition is not included in the scope of the project. These services can be provided if requested by Client for an additional fee.

In order to address minor changes in project scope, the overall fee schedule for design and construction engineering services includes a separate dedicated amount that may be authorized by the client for minor changes. Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

The total compensation for services will not exceed \$246,000 based on the following distribution of compensation:

Preliminary Design Phase	\$ 94,300
Final Design Phase	\$ 96,200
Bidding and Negotiating Phase	\$ 5,500
Base Engineering Fees	\$ 196,000
Wetland Delineation Report Allowance	\$ 15,000
Geotechnical Report Allowance	\$ 35,000
Total Authorized for Design and Construction Engineering	\$ 246,000

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

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve

ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

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

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

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

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

THIS PAGE IS INTENTIONALLY LEFT BLANK

CONTENTS OF AGREEMENT

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

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

CLIENT:
Village of Algonquin

ENGINEER:
Trotter and Associates, Inc.

_____ 

By: _____

By: Robert Scott Trotter, PE, BCEE

Title: _____

Title: President

Effective Date: _____

Date Signed: May 31, 2024

Address for giving notices:
2200 Harnish Drive
Algonquin, IL 60102

Address for giving notices:
40W201 Wasco Road, Suite D
St. Charles, IL 60175

Designated Representative:

Designated Representative:

Clifton Ganek

Jillian Kiss

Title: Village Engineer

Title: Project Manager

Phone Number: 847-658-2700

Phone Number: 630-587-0470

E-Mail Address: CliftonGanek@algonquin.org

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

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

THIS PAGE IS INTENTIONALLY LEFT BLANK

CLIENT Initial _____

TAI Initial _____



EXHIBIT A - STANDARD TERMS AND CONDITIONS

Table of Contents

ARTICLE 1 - SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 - CLIENT'S RESPONSIBILITIES	1
2.01 General	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES	2
3.01 General	2
3.02 Suspension	2
ARTICLE 4 - PAYMENTS TO ENGINEER	3
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER	3
4.02 Other Provisions Concerning Payments	3
ARTICLE 5 - OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	4
6.02 Authorized Project Representatives	4
6.03 Design without Construction Phase Services	4
6.04 Use of Documents	4
6.05 Insurance	5
6.06 Termination	6
6.07 Controlling Law	6
6.08 Successors, Assigns, and Beneficiaries	6
6.09 Dispute Resolution	6
6.10 Hazardous Environmental Condition	6
6.11 Allocation of Risks	7
6.12 Notices	7
6.13 Survival	7
6.14 Severability	7
6.15 Waiver	7
6.16 Headings	7
6.16 Definitions	7

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

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

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

4.02 Other Provisions Concerning Payments

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

- 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

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

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property

interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

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

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000

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

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

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.

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

6.12 Notices

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

6.13 Survival

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

6.14 Severability

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

6.15 Waiver

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

6.16 Headings

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

6.16 Definitions

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

CLIENT Initial _____

TAI Initial _____



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

2024 Schedule of Hourly Rates

Classification	Billing Rate
Engineering Intern	\$72.00
Engineer Level I	\$130.00
Engineer Level II	\$143.00
Engineer Level III	\$152.00
Engineer Level IV	\$169.00
Engineer Level V	\$191.00
Engineer Level VI	\$218.00
Engineer VII	\$229.00
Engineer VIII	\$264.00
Principal Engineer	\$271.00
Architect Intern	\$72.00
Architect Level I	\$114.00
Architect Level II	\$138.00
Architect Level III	\$160.00
Architect Level IV	\$172.00
Architect Level V	\$193.00
Architect Level VI	\$210.00
Architect VII	\$227.00
Architect VIII	\$245.00
Principal Architect	\$263.00
Technician Level I	\$108.00
Technician Level II	\$131.00
Technician Level III	\$153.00
Technician Level IV	\$167.00
Senior Technician	\$185.00
GIS Specialist I	\$108.00
GIS Specialist II	\$143.00
GIS Specialist III	\$171.00
Clerical Level I	\$72.00
Clerical Level II	\$86.00
Clerical Level III	\$104.00
Survey Technician Level I	\$72.00
Survey Technician Level II	\$89.00
Survey Crew Chief	\$184.00
Professional Land Surveyor	\$221.00
Project Coordinator I	\$131.00
Project Coordinator II	\$142.00
Project Coordinator III	\$152.00
Department Director	\$218.00
Project Manager	\$218.00
Senior Project Manager	\$230.00
Sub Consultants	Cost Plus 5%

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

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

2024 Reimbursable Expenses

Item	Unit	Unit Price
Engineering Copies – B&W 20lb Bond	Sq. Ft.	\$0.48
Engineering Copies - Color 24lb Bond	Sq. Ft.	\$1.00
Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Comb Binding > 120 Sheets	Each	\$4.75
Comb Binding < 120 Sheets	Each	\$3.50
Binding Strips (Engineering Plans)	Each	\$1.00
5 Mil Laminating	Each	\$1.25
Copy 11" x 17" - Color	Each	\$0.50
Copy 11" x 17" - Black and White	Each	\$0.25
Copy 8.5" x 11" - Color	Each	\$0.25
Copy 8.5" x 11" - Black and White	Each	\$0.12
Recorded Documents	Each	\$25.00
Engineering Scanning	Each	\$2.00
Plat Research	Time and Material	
Per Diem	Each Day	\$30.00
Field / Survey Truck	Each Day	\$45.00
Postage and Freight	Cost	
Mileage	Per Mile	Federal Rate

This Page is intentionally left blank

CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

NONE AT THIS TIME

This Page Is Intentionally Left Blank

CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

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

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

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

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

This Page Is Intentionally Left Blank



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement with Burke, LLC, for the Design-Build for the Columbaria Garden Construction, in the Amount of \$220,444.00, attached hereto and hereby made part hereof.

DATED this 2nd day of July, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Algonquin, Illinois
2200 Harnish Dr
Algonquin, IL 60102

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: Columbaria Garden

CONTRACT DATE: _____

GUARANTEED MAXIMUM
PRICE: \$220,444

SUBSTANTIAL COMPLETION DATE: December 10, 2024

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management, and administration services as set forth in greater detail below.

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager.

ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

- .1 Exhibits, Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
- .2 This Contract;
- .3 Village of Algonquin Standard Certifications
 - a. Business Organization
 - b. Certification of Eligibility
 - c. Equal Employment Opportunity
 - d. Illinois Prevailing Wage Act
 - e. Contractor's Certification
 - f. Apprenticeship and Training Program Certification

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2.2 Day. A "Day" shall mean one calendar day.

2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

2.4 Owner. The Owner for the purposes of this Contract is the Village of Algonquin, Illinois, an Illinois municipal corporation.

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

2.7 Substantial Completion. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

2.8 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.9 The Work. The Work consists of all the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work. Construction Manager is responsible for the performance of all design, design management, construction and construction management services, and providing all facilities, supplies, material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the plans and specifications.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.5 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.6 Permits. The Construction Manager shall assist the Owner in securing the permits necessary for construction of the Project.

3.7 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

Construction Manager shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury or loss to other property at the site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, foundations and foundation tiebacks and utilities not designated for removal, relocation or replacement in the course of construction, as well as the Work and materials and equipment on site to be incorporated into the Work.

Construction Manager assumes direct liability for all damages to private property arising from the execution of the Work by the Construction Manager or any of its Subcontractors, and agrees to promptly resolve all claims directly with the property owners.

Construction Manager agrees that Owner has the right at any time or times to withhold from any payment that may be or become due Construction Manager such amount as may reasonably appear necessary to compensate the Owner for any claims by adjacent land owner for property damage arising from the execution of the Work, and to defend and hold Owner harmless from such claims.

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

3.8 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.9 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

3.10 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.

3.11 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.12 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner from all claims for bodily injury and property

damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract. Construction Manager shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.

3.13 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manger will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

3.14 Selection of Labor. The Construction Manager shall comply with all Illinois statues pertaining to the selection of labor.

3.15 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.16 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.17 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.18 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.19 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.20 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

3.21 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

3.22 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.

ARTICLE 4 - SUBCONTRACTS

4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.

4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.

.1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

.2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.

4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.

4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.

4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all work performed hereunder shall be of good workmanship and the materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or

defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.

- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the June 14, 2024. A delay in the Owner's execution of this Contract which, postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be contingent upon procurement lead time, and as adjusted in accordance with the provisions of this Contract. Upon award of the Contract, the Contractor shall come to a mutually agreed upon completion date based on the manufacturer's quoted lead time.
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: material procurement delays, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- 7.4 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the

Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.

7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions

by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the Summary Schedule of Values depicted in Exhibit A.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site is free of rock, debris or other bad or contaminated soil conditions
 - .2 Hazardous materials are not present at the site.
 - .3 No utility conflicts exist.
 - .4 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

8.2 Compensation. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.

8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for

Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 - .4 Subtract the aggregate of previous payments made by the Owner.
 - .5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
 - .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation and Withholding of Payments due to Subcontractor Notice Received. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with

similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.
- (D) Owner may, after having served written notice to the Construction Manager either pay unpaid bills, of which Owner has written notice, direct, or withhold from Construction Manager's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Construction Manager shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to the Construction Manager. In paying any unpaid bills of Construction Manager, Owner shall be deemed the agent of Construction Manager and any payment so made by Owner, shall be considered as payment made under the Contract by OWNER to Construction Manager and OWNER shall not be liable to Construction Manager for any such payment made in good faith.

Construction Manager agrees that all payments made by the OWNER shall be applied to the payment or reimbursement of the costs with respect to which they were paid, and not to any pre-existing or unrelated debt between Construction Manager and OWNER or between the Construction Manager and any subcontractors or suppliers.

- 8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)
- 8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens,

claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

.3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term "Cost of the Work" shall mean all costs incurred by the Construction Manager and the cost of professional services in the proper performance of the Work. The Cost of the Work shall include the items set forth below.

- .1 Labor costs.
 - .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
 - .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
 - .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
 - .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.
- .2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.
- .3 Costs of materials and equipment incorporated in the completed construction.
 - .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
 - .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.
- .4 Costs of other materials and equipment, temporary facilities and related items.
 - .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.

- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
 - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.
 - .7 Data processing costs related to the Work.

- .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .9 Legal, and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
 - .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.

- .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
- .1 Defective work not remedied;
 - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
 - .3 Failure to make payments to subcontractors for labor, materials or equipment;
 - .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
 - .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
 - .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted.

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Algonquin. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:

- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
- .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
- .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
- .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
- .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker’s Compensation & Employer’s Liability

Worker’s Compensation	Statutory Limits
Employer’s Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Professional Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager’s insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor

provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.

- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.
- 10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC

will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

ARTICLE 11 - TERMINATION

11.1 By the Construction Manager. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 If the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Contract;
- .2 if the Work is suspended by the Owner for thirty (30) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner all damages allowed under Illinois law. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

11.2 By the Owner for Cause. If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Additionally, upon seven (7) days written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers;

- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

- 11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.
- 11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate binding arbitration as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.

12.2 Arbitration. Except as provided in this paragraph, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, one arbitrator, administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, at the Village Hall 2200 Harnish Dr. Algonquin, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Owner may elect, at its exclusive option, to file a lawsuit by rather than arbitration with regard to amounts due Owner of \$10,000 or less and \$200,000 or more and to enforce equitable remedies such as injunctive relief and mechanic lien rights. In the event of such election, each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.

In the event of arbitration or litigation of this Contract between Owner and Construction Manager, the non-prevailing party shall pay all attorneys' fees and expenses incurred by prevailing party, as determined by the Arbiter or judge in connection with the respective arbitration or litigation.

Until final resolution of any dispute hereunder, Construction Manager shall diligently proceed with the performance of this Contract as directed by Owner.

12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the

parties in accordance with any agreement or court judgment entered resolving the dispute.

- 12.4 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 – LIQUIDATED DAMAGES

- ~~13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal Two Hundred Dollars (\$200) for each day that the Work is late in reaching Substantial Completion.~~

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plan Drawings, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner

any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manger shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner.

Owner:

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102

Contractor:

Burke, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

By: _____ Date: _____

By:  _____ Date: 5/14/2024
Principal

Attest: _____ Date: _____

By:  _____ Date: 5/14/2024
Principal

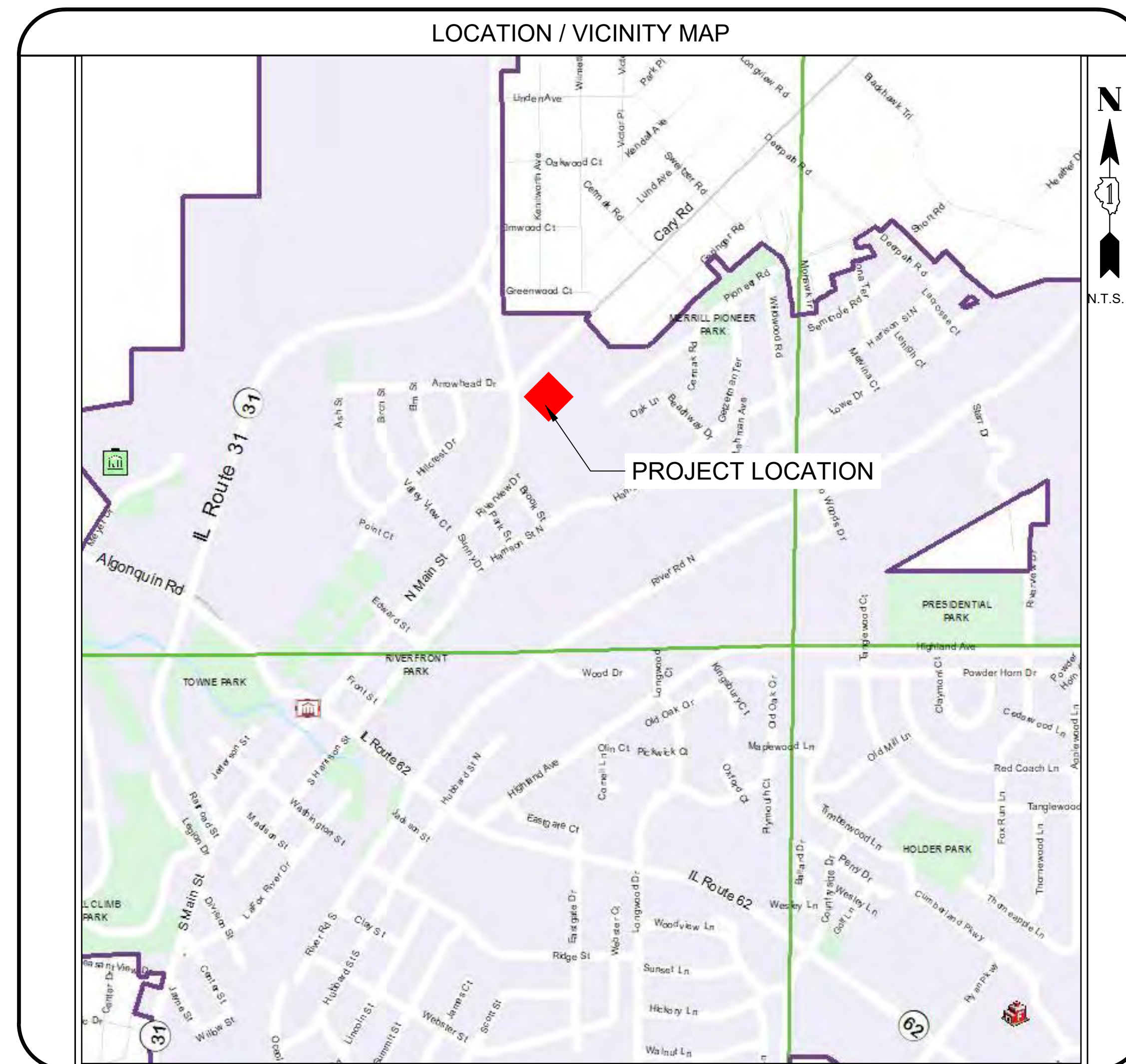


Columbaria Garden
Algonquin, Illinois
Exhibit A - Summary Schedule of Values



Item		Contract Value
Columbaria Garden	\$	220,444.00
Civil Construction	\$	140,833.25
Columbaria Family Niche (2)	\$	6,580.00
Columbaria 24 Niche (3)	\$	47,670.00
Construction Management	\$	15,606.66
General Conditions (Insurance OH and Profit)	\$	9,754.09
Contract Price		\$ 220,444

COLUMBARIA GARDEN CONSTRUCTION VILLAGE OF ALGONQUIN



INDEX

- SD-1 LAYOUT AND GRADING
- SD-2 DETAILS
- L-1 LANDSCAPE AND DETAILS

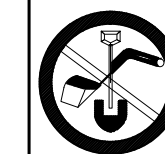
DESCRIPTION OF WORK

THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, LABOR, AND SERVICES FOR THE CONSTRUCTION OF THE COLUMBARIA.

WORK TO INCLUDE;
INSTALLATION OF EROSION CONTROL MEASURES, EARTHWORK, INSTALLATION OF NEW HARDSCAPE SURFACES, SITE FURNITURE, LANDSCAPE PLANT MATERIAL, AND GENERAL SITE RESTORATION

CALL JULIE 811

WITH THE FOLLOWING:

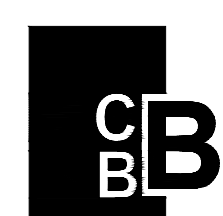


COUNTY McHenry
CITY-TOWNSHIP ALGONQUIN

48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN., & HOLIDAYS

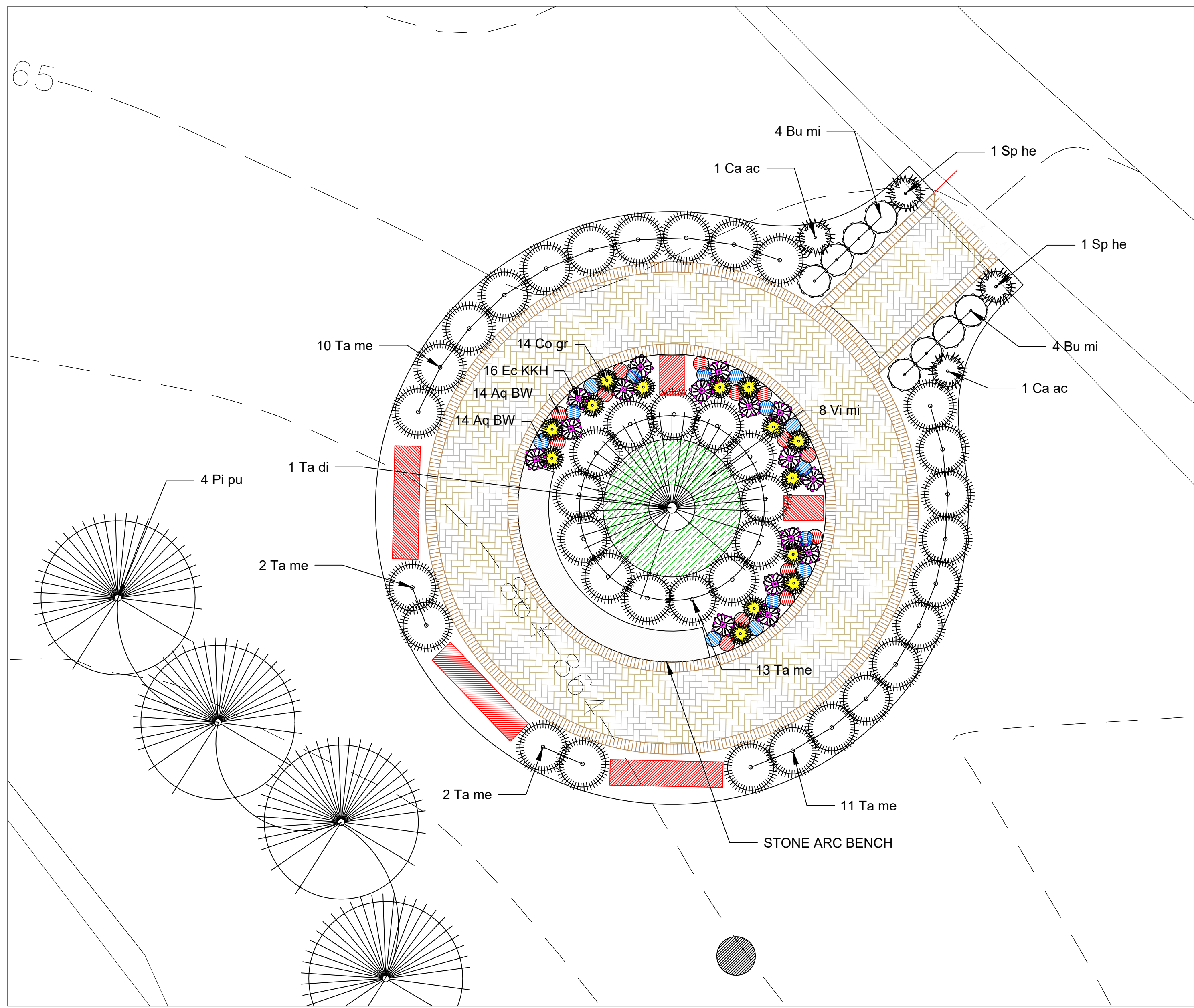


Village of Algonquin
2200 HARNISH DRIVE
ALGONQUIN, ILLINOIS 60102
847-658-2759

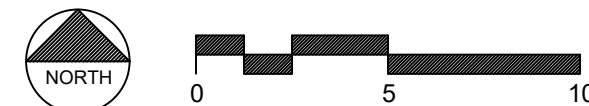


CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

65



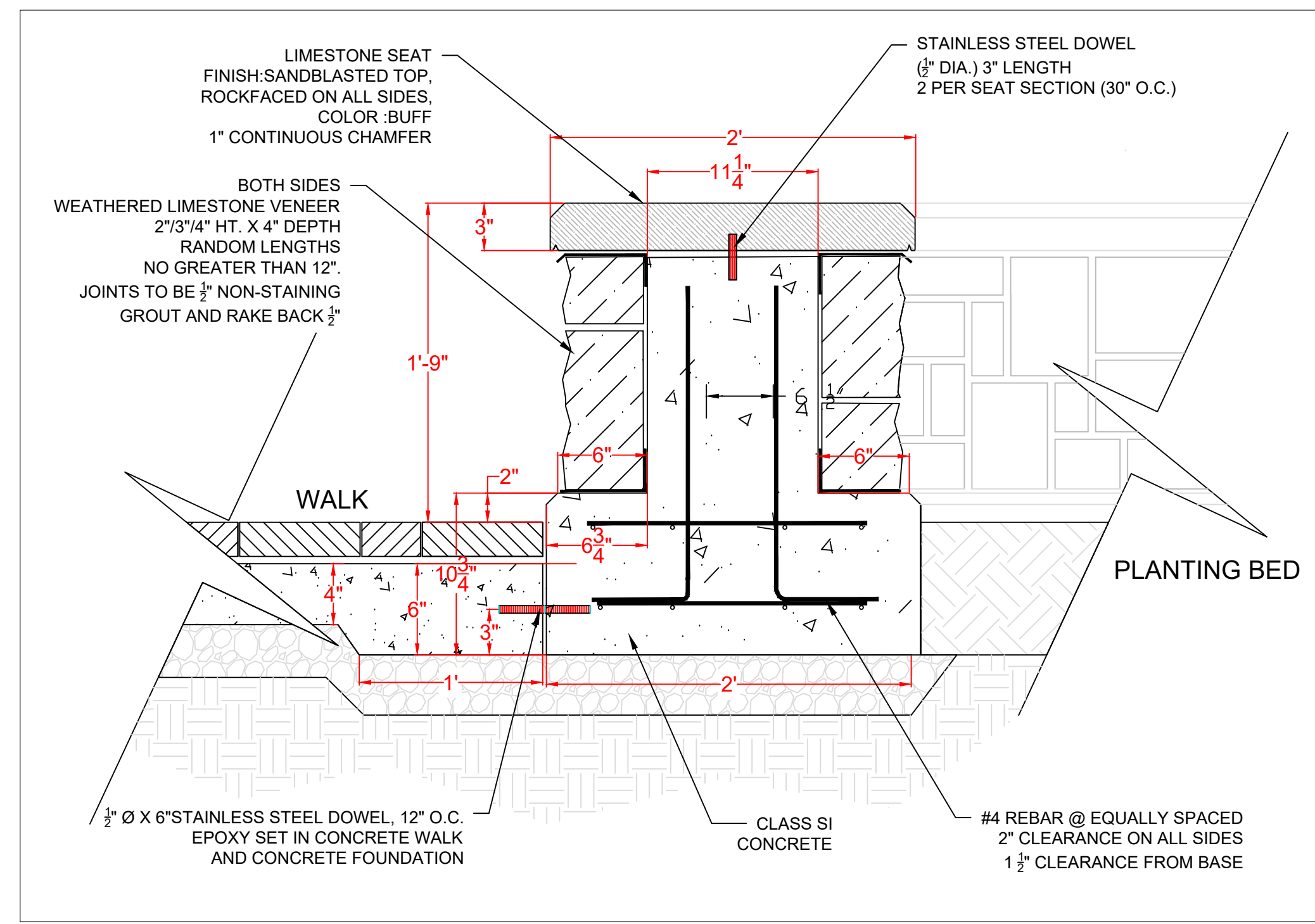
LANDSCAPE PLAN



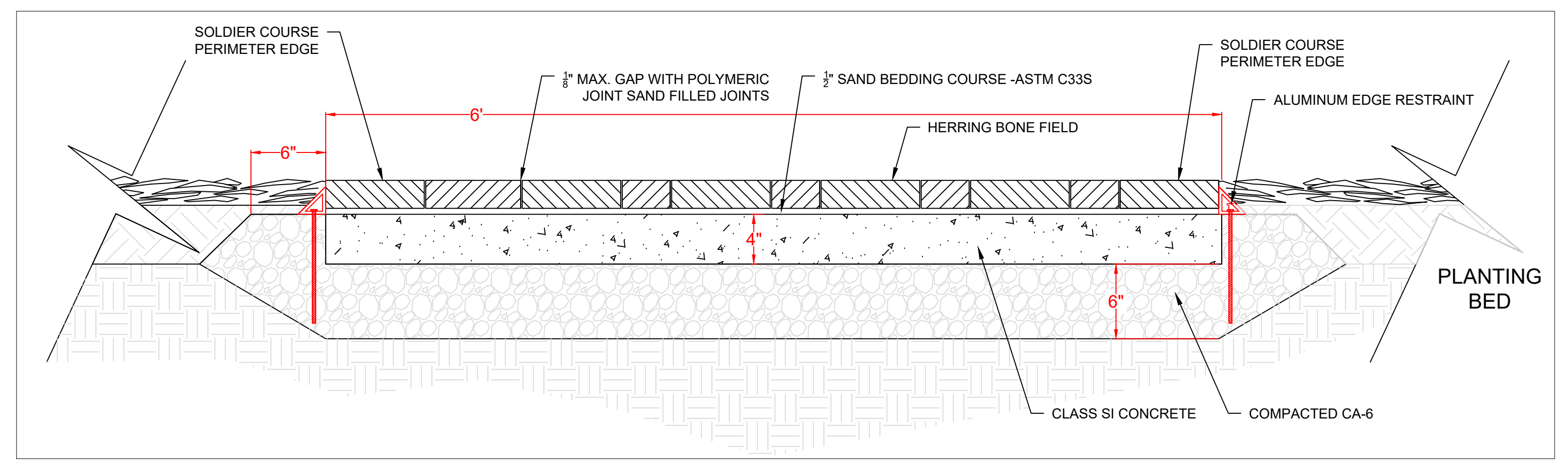
SYM.	BOTANICAL NAME	COMMON NAME	Qty.	Size	Cont.
PLANT LIST					
Trees					
Pi pu	<i>Picea pungens</i> gluca	Colorado Blue Spruce	4	8'	B&B
Ta di	<i>Taxodium distichum</i>	Bald Cypress	1	2"	B&B
Evergreen Shrubs					
Bu mi	<i>Buxus 'Glencoe'</i>	Chicagoland Green Boxwood	8	#3	Cont.
Ta me	<i>Taxus media densiformis</i>	Dense Yew	25	#5	Cont.
Perennials					
Aq BW	<i>Aquilegia x hybrida 'PAS1258485'</i>	Blue and White Columbine	16	#1	Cont.
Aq RW	<i>Aquilegia x hybrida 'PAS1258484'</i>	Red and White Columbine	16	#1	Cont.
Co gr	<i>Coreopsis grandiflora 'Sunray'</i>	Sunray Coreopsis	16	#1	Cont.
Ec KKH	<i>Echinacea 'Kim's Knee High'</i>	Kim's Knee High Coneflower	16	#1	Cont.
Grasses					
Ca ac	<i>Calamagrostis x acutiflora</i>	Feather Reed Grass	2	#1	Cont.
Sp he	<i>Sporobolus heterolepis</i>	Prairie Dropseed	4	#1	Cont.
Groundcover					
Vi mi	<i>Vinca minor 'Bowles'</i>	Bowles Periwinkle	8	10 flat	Cont.

GENERAL CONSTRUCTION NOTES:

- ALL ALTERATIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
- CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
- ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
- ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
- LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
- PROVIDE POSITIVE DRAINAGE AT ALL TIMES. DO NOT OBSTRUCT NATURAL OR DESIGNED DRAINAGE FLOW PATTERN.
- ANY IMPORTED TOPSOIL FOR THIS PROJECT SHALL CONSIST OF A FRIABLE LOAM OR A SANDY LOAM, COMPRISED OF BETWEEN 20 - 50% SILT, 10 - 25% CLAY AND 30 - 60% SAND. THE pH LEVEL SHALL BE BETWEEN 6.0 AND 7.2 AND THE ORGANIC CONTENT SHALL BE BETWEEN 3 - 6%. THE TOPSOIL SHALL BE SCREENED AND NOT CONTAIN STONES, LARGE CLUMPS GREATER THAN 1", ROOTS, OR ANY DEBRIS.
- ALL PLANTINGS SHALL BE SPACED EQUAL DISTANT, BACKFILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOT BALL DIAMETER, WATERED, FERTILIZED, PRUNED AND HAVE ALL TAGS AND ROPES REMOVED.
- TREES SHALL BE STAKED AND GUYED AND WATERING SAUCER AT BASE.
- ALL MASS PLANTED SHRUB BEDS TO BE BERMED 2" TO 3" ABOVE GRADE AND MEET DRAINAGE REQUIREMENTS.
- LAWN AND BED AREAS SHALL BE ROTO-TILLED AND CLUMPS OF SOIL, AGGREGATES AND DEBRIS RAKED OUT AND REMOVED FROM THE SITE.
- ALL DISTURBED AREAS SHALL HAVE A MIN. OF 6" OF TOPSOIL PLACED AND THEN SEED, FERT. AND BLANKET INSTALLED.
- ALL BEDS SHALL BE EDGED, HAVE WEED PRE-EMERGENTS APPLIED AT THE RECOMMENDED RATE, AND SHREDDED HARDWOOD MULCH SPREAD AT A MINIMUM OF 3" DEPTH.
- ALL DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.
- ALL EXISTING TREES OF HIGH QUALITY LOCATED OUTSIDE OF THE CONSTRUCTION ZONE SHALL BE SAVED.



1. STONE ARC BENCH SECTION



2. PAVER WALK SECTION

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

CLIENT:
 Village of Algonquin
Columbaria Garden

NO.	DATE	NATURE OF REVISION	CHKD.
FILE NAME	N:\Algonquin\070273\070273.00181\Landscaping		

TITLE:
LANDSCAPE AND DETAILS

PROJ. NO. 070273.00181
 DATE: 4/3/24
 SHEET 4 OF 4
 DRAWING NO.
L-1

Algonquin Cemetery



Phase 1



Maple Granite Private Columbaria pictured

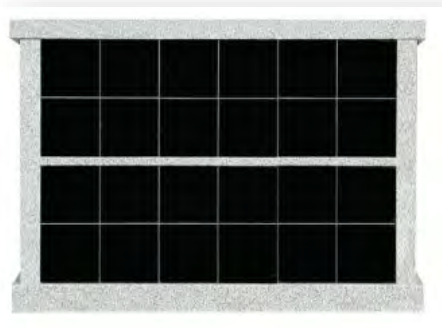
2 Niche Family (Private) Columbaria – Garden Qty 2

Description	Columbaria Exterior Dimension			Weight
	Long	Wide	High	
a. Single Side; 1 wide x 2 high	30 3/4"	21 1/4"	38 1/2"	1,290
b. Channel for double shutter				
c. Gable Roof	Niche Interior Dimensions			
d. Flower vase	Wide	High	Deep	
	14"	12 3/8"	14 3/4"	

Columbaria price (each)

Gray/Black \$ 3,390

Maple/Mahogany \$3,290



Gray Granite Cabinet and Black Exterior Shutters pictured

24 Niche Columbaria – Garden Qty 3

Description	Columbaria Exterior Dimension			Weight
	Long	Wide	High	
a. Single Side; 6 wide x 4 high	7'-3 3/4"	1'-7 1/2"	4'-11 3/4"	3,700
b. Channel for double shutter				
c. Quad exterior shutter	Niche Interior Dimensions			
d. Flat roof	Wide	High	Deep	
e. Accessory kit	12"	12"	12"	

Columbaria price (each)

Gray/Black \$16,720

Maple/Mahogany \$ 15,890



Algonquin Cemetery



Expectations/Responsibilities

Our responsibility:

- Delivery of a high-quality Cemetery Granite Products
- Unpack Cemetery Granite Product and dispose of its packing materials
- Manage setting the Cemetery Granite Product onto its concrete foundation
- Unpack and install shutters onto Cemetery Granite Product
- Grout installed columbarium to concrete foundation
- Explain and demonstrate the proper use of suction cups
- Explain and demonstrate the proper installation and removal of shutters

Your responsibility:

To ready the site including the pouring of a concrete foundation (drawing attached), landscaping, crane rental costs and access for an unimpeded delivery by semi-trailer truck.

- ✓ Product pricing built new to your color specifications
- ✓ Refer to each quote for product detail and pricing
- ✓ Sketches can be made and submitted for approval when the order has been placed

*Additional costs **not included** in the columbarium price:*

- Foundation excavation, framing and concrete pouring
- Crane rental (if needed)
- Statuaries or other added components
- Sandblasting features/names on installed unit

Terms

- ✓ Columbarium product is fabricated in China and delivery includes all transportation costs and fees to ship the product from manufacturer to site.
- ✓ Each columbarium unit is covered by a Limited Lifetime Warranty through Wilbert Memorials, a division of Wilbert Funeral Services, Inc.
- ✓ Wilbert Funeral Services, Inc. asserts that no child labor was used in the production of Wilbert Memorial Granite products imported from China.
- ✓ Payment terms for this project are net upon installation; a 50% deposit is required upon placement of order.
- ✓ Quote issued 5/7/2024 and granite price is valid while product remains available or 6/6/2024
- ✓ Ready built granite mausoleum delivered within 30 days of order placement (foundation cure time).
- ✓ Custom Mausoleums are manufactured overseas and delivery may be greater than 180 days

American Wilbert Vault Corp
Cemetery Granite Program exclusively by Wilbert Memorials



PROJECT MANUAL

For

VILLAGE OF ALGONQUIN

Columbaria Gardens

Due May 15th at 1:00PM

Submit bids electronically to: ogaley@cbbel.com

Attention: Mr. Orion C. Galey, PE
Burke, L.L.C.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018



Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between Burke, L.L.C. and any successful BIDDER. Do not detach any portion of this document. Invalidation could result.

BID INSTRUCTIONS
FOR
COLUMBARIA GARDENS

Instructions to Bidders on Filling out Forms:

1. The Bid Proposal must be signed by an authorized agent. The unit price(s), amount(s), date of signature, and any other relevant information must be stated.
2. The BIDDER'S Certification Form must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.
3. The Performance Reference Form must be properly filled out. The Village requires that bidder provide at least three (3) references from projects performed by the bidder that are similar in scope, cost, and schedule. References provided shall be the project owner's key contact for the referenced project.
4. The BIDDER'S Non-Collusion Certificate must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.
5. The BIDDER'S Non-Conflict Certificate must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.

IF THESE FIVE ITEMS ARE NOT PROPERLY FILLED OUT AND SUBMITTED WITH BID
PRIOR TO THE ESTABLISHED DEADLINE, THE BID MAY BE REJECTED

BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
1	EARTH EXCAVATION	CU YD	60	145.00	8,700.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	50	145.00	7,250.00
3	AGGREGATE BASE COURSE, TYPE B, 4"	CU YD	8	155.00	1,240.00
4	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	85	11.50	977.50
5	SODDING	SQ YD	100	83.00	8,300.00
6	MULCH PLACEMENT 3"	SQ YD	77	11.50	885.50
7	PERIMETER EROSION BARRIER	FOOT	160	17.25	2,760.00
8	PCC DRIVEWAY APRON, 8 INCH	SQ YD	4		
9	MASONRY SEAT WALL, 20-INCH HEIGHT	FOOT	19	1,230.00	23,370.00
10	BRICK PAVER SIDEWALK ON RIGID BASE, 2.25" RED HERR	SQ FT	558	56.00	31,248.00
11	PAVER EDGE RESTRAINT	FOOT	186	15.00	2,790.00
12	CONSTRUCTION LAYOUT	L SUM	1	4,025.00	4,025.00
13	MOBILIZATION	L SUM	1	7,665.00	7,665.00
14	CONCRETE PAD	SQ FT	70	46.50	3,255.00
15	24 NICHE COLUMBARIA FOUNDATION	EACH	3	3,875.00	11,625.00
16	2 FAMILY NICHE COLUMBARIA FOUNDATION	EACH	2	3,875.00	7,750.00
17	PLANTING BED PREPARATION	L SUM	1	5,750.00	5,750.00
18	COLORADO BLUE SPRUCE	EACH	4	1,035.00	4,140.00
19	BALD CYPRESS	EACH	1	920.00	920.00
20	CHICAGOLAND GREEN BOXWOOD	EACH	8	120.75	966.00
21	DENSE YEW	EACH	25	155.25	3,881.25
22	BLUE AND WHITE COLUMBINE	EACH	16	34.50	552.00
23	RED AND WHITE COLUMBINE	EACH	16	34.50	552.00
24	SUNRAY COREOPSIS	EACH	16	34.50	552.00
25	KIM'S KNEE HIGH CONEFLOWER	EACH	16	34.50	552.00
26	FEATHER REED GRASS	EACH	2	34.50	69.00
27	PRAIRIE DROPSEED	EACH	4	34.50	138.00
28	BOWLES PERIWINKLE	EACH	80	11.50	920.00
Bidders Proposal for making entire COLUMBARIA GARDENS BID IMPROVEMENTS					\$140,833.25

Written Out Grand Total:

One hundred fifty thousand eight hundred thirty three dollars and twenty five cents

Contractor: Martam Construction, Inc.

Signature:  Date: 5/14/24

Title: President

BID CERTIFICATION
FOR
COLUMBARIA GARDENS

The undersigned, being an authorized representative of the Bidder, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E – “Public Contracts” concerning bid rigging, bid rotating, kickbacks, bribery, and other interference with public contracts.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

Robert Kutrovitz, being duly sworn, deposes and say that he/she is the President of Martam Construction, Inc. and that the statement above is true and correct.

Dated this 14 Day of May, 2024.

By: [Signature]
(Signature)

Its: President
(Title)

Subscribed and sworn before me this 14 day of May, 2024

[Signature]
Notary Public



BID ADDENDA NOTICE
FOR
COLUMBARIA GARDENS

LEFT BLANK INTENTIONALLY

INSERT ADDENDA IN THIS LOCATION IF RECEIVED PRIOR TO BID OPENING

NON-COLLUSION CERTIFICATION

FOR
COLUMBARIA GARDENS

By Submission of this proposal, the Bidder Robert Kutrovatz certifies,
Name of Bidder

That (s)he is President of Martam Construction Inc and,
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor;
and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4) above;

Or


(B) - (S)he is not the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.

NON-CONFLICT OF INTEREST STATEMENT
FOR
COLUMBARIA GARDENS

I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any Bidder, or to a direct competitor of any Bidder under consideration by this proposal evaluation committee. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating any proposal solely on its merits and in accordance with the Bid's evaluation criteria.

Furthermore, I agree to notify the Village of Algonquin if my personal or financial relationship with one of the Bidders is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

Name: _____



(Print Signature)

Title: _____

Date: _____

Department/Agency _____



VILLAGE OF ALGONQUIN

THE GEM OF THE FOX RIVER VALLEY

June 13, 2024

Village President and Board of Trustees:

The List of Bills dated 7/2/24 and payroll expenses totaling \$2,197,288.51 are recommended for approval. For your information, this list of bills includes the following, which are not typical in the day-to-day operations of the Village.

All American Roofing	6,100.00	Gutters
Azteca Systems	36,379.20	FY25 CityWorks 1yr Renewal
Balanced Load Electric	6,730.00	Police Locker Room Lighting
Builders Asphalt	616,903.01	Willoughby Farms Section 1
Dell Marketing LP	52,789.25	FY25 Microsoft Enterprise Licensing
ESRI	22,120.00	ESRI Software Maintenance
Ganziano Sewer	193,892.40	Algonquin Shores Ls Pressurized Main
H R Green Inc	15,288.25	Woods Creek Reach 8
H R Green Inc	14,182.50	Souwanas Outfall
H R Green Inc	7,410.25	Surrey Lane Reach 2 Creek Restoration
Houseal Lavigne	43,391.75	Comprehensive Plan - Feb & Mar 2024
Huemann Water	18,379.00	Water Softener Replacement
Lorchem Technologies	11,334.50	Heavy Duty Natural Gas Pressure Washer
Marous & Company	4,300.00	Creekside Townhome Natural Area Appraisal
National Wash Authority	23,700.00	Pressure Wash 3 Water Towers
Pace Systems Inc	5,340.00	2024/2025 Subscription
Precise Mobile Resources	10,080.00	GPS Annual Fee
Rieke Office Interiors	43,229.75	PD Investigations & Locker Room Furniture
Shi International	23,605.20	Fy25 Adobe Creative Cloud Renewal
Sonitrol Chicagoland	27,541.73	Towne Park

Sonitrol Chicagoland	20,651.42	Presidential Park
Tri-R Systems Inc	44,000.00	Replacement MCC For Wells 7 & 11
Trotter & Associates	15,020.50	Water System Master Plan Update
Trotter & Associates	8,790.50	Braewood Lift Station Improvements
Trotter & Associates	7,720.78	Algonquin Shores Ls Pressurized Main
UKG Kronos	8,820.85	FY25 Kronos Workforce Central
Valley Autobody	5,743.74	Unit 21 Auto Body Repair

Please note:

The 7/15/24 payroll expenses totaled \$729,081.06.

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



Michael Kumbera
Deputy Village Manager/CFO

TS/al

Village of Algonquin

List of Bills 7/2/2024

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
AIR ONE EQUIPMENT INC					
STORAGE FOR WWTP SHOP	1,975.00	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	207608	70250071
		Vendor Total: \$1,975.00			
ALL AMERICAN ROOFING INC					
GUTTERS	6,100.00	SEWER OPER - EXPENSE W&S BUSI MAINT - LIFT STATION	07800400-44414-	67589	70250084
		Vendor Total: \$6,100.00			
ALLIED ASPHALT PAVING CO					
ASPHALT	389.91	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	252151	70250089
ASPHALT	949.37	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	251974	40250022
		Vendor Total: \$1,339.28			
AMERICAN SOLUTIONS FOR BUSINESS					
PERMIT BUSINESS CARDS	37.78	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	INV07465982	30250002
BUSINESS CARDS - KNAPP	37.78	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	INV07465982	30250001
BUSINESS CARDS - HOFFMAN	37.78	PWA - EXPENSE PUB WORKS PRINTING & ADVERTISING	01400300-42243-	INV07465982	40250003
BUSINESS CARDS - BENNER	37.78	PWA - EXPENSE PUB WORKS PRINTING & ADVERTISING	01400300-42243-	INV07465982	40250002
OFFICERS BUSINESS CARDS	188.88	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	INV07465982	20250001
		Vendor Total: \$340.00			
ATLAS BOBCAT LLC					
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SPRING/BALL	12.96	INVENTORY	29-14220-	BQ8128	29250001
CONNECTOR/BOLTS/LOCK NUT	464.65	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BQ7979	29250001
Vendor Total: \$477.61					
AZTECA SYSTEMS INC					
FY25 CITYWORKS 1YR RENEWAL	12,125.19	GENERAL SERVICES PW - EXPENSE IT EQUIPMENT & SUPPLIES	01500300-43333-	INV8615	10250100
FY25 CITYWORKS 1YR RENEWAL	6,064.41	PWA - EXPENSE PUB WORKS IT EQUIPMENT & SUPPLIES	01400300-43333-	INV8615	10250100
FY25 CITYWORKS 1YR RENEWAL	9,094.80	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	INV8615	10250100
FY25 CITYWORKS 1YR RENEWAL	9,094.80	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	INV8615	10250100
Vendor Total: \$36,379.20					
BALANCED LOAD ELECTRIC					
POLICE LOCKER ROOM LIGHTING	6,730.00	POLICE - EXPENSE PUB SAFETY OFFICE FURNITURE & EQUIPMEN	01200200-43332-	2110	10250122
Vendor Total: \$6,730.00					
BEAR AUTO GROUP					
TPMS KIT	250.84	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	43530	29250026
Vendor Total: \$250.84					
BECMAR SPRINKLER SYSTEMS INC					
IRRIGATION SYSTEM MAINTENANCE	265.64	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	63631	28250003
Vendor Total: \$265.64					
BRAY SALES - MIDWEST					
WTP #3 REPLACEMENT AIR VALVES	3,509.03	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	220/40048334	70250067
Vendor Total: \$3,509.03					
BRISTOL HOSE & FITTING					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ELBOWS	62.69	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3547839	29250017
Vendor Total: \$62.69					
BUILDERS ASPHALT LLC					
WILLOUGHBY FARMS SECTION 1	616,903.01	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2244	2402003	40250026
Vendor Total: \$616,903.01					
CDW LLC					
QTY OF 2 REPL APL BATTERY CARTRIDG	204.66	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	RL55774	10250071
QTY OF 2 REPL APL BATTERY CARTRIDG	25.58	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	RL55774	10250071
QTY OF 2 REPL APL BATTERY CARTRIDG	25.58	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	RL55774	10250071
SYMANTEC PROTECTION SUITE 1YR FY2	535.39	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	RT55090	10250131
SYMANTEC PROTECTION SUITE 1YR FY2	66.92	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	RT55090	10250131
SYMANTEC PROTECTION SUITE 1YR FY2	66.93	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	RT55090	10250131
SYMANTEC PROTECTION SUITE 1YR FY2	3,021.36	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	RT55091	10250131
SYMANTEC PROTECTION SUITE 1YR FY2	377.68	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	RT55091	10250131
SYMANTEC PROTECTION SUITE 1YR FY2	377.67	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	RT55091	10250131
Vendor Total: \$4,701.77					
CHICAGO PARTS & SOUND LLC		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BATTERY CORE REFUND	-22.00	INVENTORY	29-14220-	1CR0078770	29250021
ROTORS	220.42	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1-0448012	29250021
Vendor Total: \$198.42					
CINTAS CORPORATION					
POOL FIRST AID SUPPLIES	1,520.04	SWIMMING POOL -EXPENSE GEN GOV UNIFORMS & SAFETY ITEMS	05900100-47760-	8406832807	10250115
Vendor Total: \$1,520.04					
CLARK BAIRD SMITH LLP					
PD LEGAL SERVICES - MAY 2024	535.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	218	10250113
Vendor Total: \$535.00					
COCA COLA ENT LAKESHORE DIV					
POOL CONCESSIONS - SODA	605.20	SWIMMING POOL -EXPENSE GEN GOV CONCESSIONS	05900100-47800-	41444704013	10250095
Vendor Total: \$605.20					
COMCAST CABLE COMMUNICATION					
7/1/24 - 7/31/24 POLICE DEPARTMENT	3.49	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10250030
7/1/24 - 7/31/24 POLICE DEPARTMENT	0.71	SEWER OPER - EXPENSE W&S BUSI EQUIPMENT RENTAL	07800400-42270-	8771 10 002 0011217	10250030
6/22/24 - 7/21/24 HVH	164.90	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10250026
6/11/24 - 7/10/24 WTP #1	164.90	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0436950	10250027
6/12/24 - 7/11/24 WTP #3	164.90	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0443121	10250031
6/14/24 - 7/13/24 POOL	167.90	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10250032
Vendor Total: \$666.80					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
COMMONWEALTH EDISON					
5/15/24 - 6/14/24 WILBRANDT REAR TOWE	26.16	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	9088991222	10250005
5/15/24 - 6/14/24 221 S MAIN	316.15	CDD - EXPENSE GEN GOV ELECTRIC	01300100-42212-	5888143000	10250004
5/15/24 - 6/14/24 BRITTANY HILLS LS	37.60	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3177644000	70250009
5/16/24 - 6/14/24 LOWE DRIVE LS	64.25	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	6425872000	70250009
05/15/24 - 6/14/24 N RIVER ROAD LS	86.46	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	2211592000	70250009
05/15/24 - 6/14/24 LA FOX RIVER LS	317.18	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5053004000	70250009
5/15/24 - 6/14/24 101 N HARRISON	29.68	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4053223333	50250004
5/15/24 - 6/14/24 MCCD TRAILHEAD	42.01	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	9433451222	50250004
5/15/24 - 6/14/24 RATE 23 RT 31 & RT 62	201.95	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	2717583000	50250004
5/15/24 - 6/14/24 CHARGING STATIONS	337.86	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	8937382111	50250004
5/15/24 - 6/14/24 JACOBS TOWER	49.03	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0227381222	70250008
5/16/24 - 6/14/24 SPRING HILL/COUNTY LII	55.73	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5739551222	70250008
5/15/24 - 6/14/24 HANSON TOWER	64.35	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	8762201111	70250008
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
5/15/24 - 6/14/24 HILLSIDE BOOSTER	81.03	ELECTRIC	07700400-42212-	8419285000	70250008
5/15/24 - 6/14/24 HUNTINGTON PRESSURI	85.24	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	8838942000	70250008
5/15/24 - 6/14/24 COPPER OAKS TOWER	123.84	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4040874000	70250008
5/15/24 - 6/14/24 HUNTINGTON BOOSTER	211.47	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	9319612222	70250008
5/16/24 - 6/17/24 WELL #901/SANDBLOOM	622.18	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	3571423333	70250008
5/9/24 - 6/10/24 WELL #13	2,166.20	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	7380525000	70250008
Vendor Total: \$4,918.37					
COMPLETE CLEANING CO INC					
GMC CLEANING SERVICE - JULY 2024	2,495.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C27669	28250011
Vendor Total: \$2,495.00					
CORE & MAIN LP					
HYDRANT GASKETS	177.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	V077857	70250090
Vendor Total: \$177.00					
DEBBY SOSINE					
TRANSPORTATION - ICSC CONFERENCE	274.50	GS ADMIN - EXPENSE GEN GOV PRESIDENTS EXPENSES	01100100-47745-	VEGAS CONFERENCE	10250128
Vendor Total: \$274.50					
DELL MARKETING LP					
FY25 MICROSOFT ENTERPRISE LICENSII	42,231.40	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	10756261542	10250096
FY25 MICROSOFT ENTERPRISE LICENSII	5,278.93	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	10756261542	10250096
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FY25 MICROSOFT ENTERPRISE LICENSING	5,278.92	IT EQUIPMENT & SUPPLIES	07700400-43333-	10756261542	10250096
Vendor Total: \$52,789.25					
DLS INTERNET SERVICES					
7/25/24 - 8/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1643890	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1643890	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1643890	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1643901	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1643901	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1643901	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1643904	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1643904	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1643904	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	40.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1643902	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	5.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1643902	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	5.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1643902	10250019
		GEN NONDEPT - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/25/24 - 8/25/24 AT&T BROADBAND	120.30	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1643900	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	15.04	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1643900	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	15.04	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1643900	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	120.30	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1643903	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	15.04	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1643903	10250019
7/25/24 - 8/25/24 AT&T BROADBAND	15.04	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1643903	10250019
Vendor Total: \$380.76					
DOORS DONE RIGHT INC					
GMC DOOR REPAIR	645.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	14098	28250047
Vendor Total: \$645.00					
DYNEGY ENERGY SERVICES					
5/16/24 - 6/16/24 ALGONQUIN SHORES LS	491.03	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	400001664625	70250019
5/16/24 - 6/16/24 POOL	1,359.19	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	400001686586	10250036
Vendor Total: \$1,850.22					
ENVIRONMENTAL PRODUCTS & ACCESSORIES L					
TIGER TAIL ASSEMBLY	120.63	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	272269	70250070
Vendor Total: \$120.63					
ESRI					
ARCGIS ONLINE MOIBLE USER ANNUAL S	754.00	POLICE - EXPENSE PUB SAFETY IT EQUIPMENT & SUPPLIES	01200200-43333-	94744683	10250114
		CDD - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ESRI SOFTWARE MAINTENANCE	484.00	IT EQUIPMENT & SUPPLIES	01300100-43333-	94742280	10250098
ESRI SOFTWARE MAINTENANCE	19,482.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	94742280	10250098
ESRI SOFTWARE MAINTENANCE	484.00	POLICE - EXPENSE PUB SAFETY IT EQUIPMENT & SUPPLIES	01200200-43333-	94742280	10250098
ESRI SOFTWARE MAINTENANCE	484.00	PWA - EXPENSE PUB WORKS IT EQUIPMENT & SUPPLIES	01400300-43333-	94742280	10250098
ESRI SOFTWARE MAINTENANCE	594.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	94742280	10250098
ESRI SOFTWARE MAINTENANCE	592.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	94742280	10250098
Vendor Total: \$22,874.00					
FISHER AUTO PARTS INC					
OIL FILTER	5.26	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-688264	29250012
AXLE HUB O-RING	6.67	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-689453	29250012
WIPER BLADES	10.06	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-687774	29250012
CABIN AIR FILTER	13.91	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-687810	29250012
CABIN AIR FILTER	14.33	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-689898	29250012
CABIN AIR FILTER/ENGINE AIR FILTER	75.30	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-687378	29250012
OIL DRY ABSORBENTS	91.21	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-688992	29250012
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WINTER WIPER BLADES	121.20	INVENTORY	29-14220-	325-688726	29250012
DISC BRAKE PADS & ROTORS	228.67	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-687628	29250012
Vendor Total: \$566.61					
FLOODS ROYAL FLUSH INC					
BATHROOMS FOR 6/12/24 LUNCH	150.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	I33698	10250088
Vendor Total: \$150.00					
GANZIANO SEWER & WATER INC					
ALGONQUIN SHORES LS PRESSURIZED I	193,892.40	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W2423	39	40250043
Vendor Total: \$193,892.40					
GLOBAL EQUIPMENT COMPANY					
SELF DUMPING FORKLIFT HOPPER	1,710.70	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	121962041	29250042
Vendor Total: \$1,710.70					
GORDON FLESCH CO INC					
HVH COPIER 4/3/24 - 5/2/24	1.24	GS ADMIN - EXPENSE GEN GOV MAINT - OFFICE EQUIPMENT	01100100-44426-	IN14683208	10250106
WWTF COPIER 11/30/23 - 5/30/24	33.35	SEWER OPER - EXPENSE W&S BUSI MAINT - OFFICE EQUIPMENT	07800400-44426-	IN14709169	10250105
GSA COPIER 3/29/24 - 4/30/24	197.91	GS ADMIN - EXPENSE GEN GOV MAINT - OFFICE EQUIPMENT	01100100-44426-	IN14669696	10250108
GSA COPIER 4/30/24 - 5/31/24	252.62	GS ADMIN - EXPENSE GEN GOV MAINT - OFFICE EQUIPMENT	01100100-44426-	IN14709170	10250104
PW COPIER 5/30/23 - 5/31/24	216.00	BLDG MAINT- REVENUE & EXPENSES MAINT - OFFICE EQUIPMENT	28900000-44426-	IN14710829	10250103
PW COPIER 5/30/23 - 5/31/24	216.00	VEHCL MAINT-REVENUE & EXPENSES MAINT - OFFICE EQUIPMENT	29900000-44426-	IN14710829	10250103
		CDD - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
HVH, CDD & PW COPIERS 6/1/24 - 7/9/24	311.91	LEASES - NON CAPITAL	01300100-42272-	100922390	10250109
HVH, CDD & PW COPIERS 6/1/24 - 7/9/24	3.71	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	100922390	10250109
HVH, CDD & PW COPIERS 6/1/24 - 7/9/24	247.20	GS ADMIN - EXPENSE GEN GOV LEASES - NON CAPITAL	01100100-42272-	100922390	10250109
HVH, CDD & PW COPIERS 6/1/24 - 7/9/24	311.92	PWA - EXPENSE PUB WORKS LEASES - NON CAPITAL	01400300-42272-	100922390	10250109
PD COPIERS 4/28/23 - 4/30/24	3,526.41	POLICE - EXPENSE PUB SAFETY MAINT - OFFICE EQUIPMENT	01200200-44426-	IN14669697	10250107
Vendor Total: \$5,318.27					
GRAINGER					
TOW EYE	54.46	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9158045543	29250034
V-BELT	1.98	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9154872684	28250010
SPORTS DRINK MIX	17.36	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9153449856	28250010
SCRUBBING PAD	64.76	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9154452180	28250010
SHOWER HOSES/HAND SHOWERS	104.88	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9134284612	28250010
MASKING TAPE	185.78	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9154452172	28250010
RECHARGEABLE BATTERY PACK	287.84	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9154117346	28250010
Vendor Total: \$717.06					
H R GREEN INC					
		NAT & DRAINAGE - EXPENSE PW			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SURREY LANE REACH 2 CREEK RESTOR	7,410.25	ENGINEERING/DESIGN SERVICE	26900300-42232-N2401	175812	40250032
SOUWANAS OUTFALL	14,182.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2421	175813	40250035
WOODS CREEK REACH 8	15,288.25	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-N2411	175811	40250031
Vendor Total: \$36,881.00					
HACH COMPANY					
LAB SUPPLIES	1,353.20	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	14040901	70250076
Vendor Total: \$1,353.20					
HAFKEY BUSINESS SOLUTIONS INC					
UNIFORMS - REIF	100.00	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	114789	40250041
UNIFORMS - REIF	100.00	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	114789	40250041
UNIFORMS - GRIGGEL	250.00	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	114805	40250041
UNIFORMS - GRIGGEL	250.00	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	114805	40250041
UNIFORMS - AAGAARD	171.25	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	114800	40250041
UNIFORMS - ZIMMERMAN	192.75	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	114792	40250041
UNIFORMS - BADRAN	199.75	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	114791	40250041
UNIFORMS - OLMSTEAD	182.25	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	114812	40250041
		VEHCL MAINT-REVENUE & EXPENSES			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORMS - PLACEK	199.75	UNIFORMS & SAFETY ITEMS	29900000-47760-	114813	40250041
UNIFORMS - MARTINEZ	200.00	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	114837	40250041
UNIFORMS - GANEK	42.75	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114796	40250041
UNIFORMS - GANEK	42.75	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	114796	40250041
UNIFORMS - GANEK	42.75	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114796	40250041
UNIFORMS - GANEK	42.75	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114796	40250041
UNIFORMS - BENNER	49.56	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114801	40250041
UNIFORMS - BENNER	49.56	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	114801	40250041
UNIFORMS - BENNER	49.57	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114801	40250041
UNIFORMS - BENNER	49.56	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114801	40250041
UNIFORMS - HOFFMAN	49.94	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114788	40250041
UNIFORMS - HOFFMAN	49.94	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	114788	40250041
UNIFORMS - HOFFMAN	49.94	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114788	40250041
UNIFORMS - HOFFMAN	49.93	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114788	40250041

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORMS - SNOW	50.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114797	40250041
UNIFORMS - SNOW	50.00	PWA - EXPENSE PUB WORKS UNIFORMS & SAFETY ITEMS	01400300-47760-	114797	40250041
UNIFORMS - SNOW	50.00	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114797	40250041
UNIFORMS - SNOW	50.00	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114797	40250041
UNIFORMS - RAMOS	345.50	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	114911	40250041
UNIFORMS - VOIGTS	458.50	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	114829	40250041
UNIFORMS - MATHIS	497.25	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	114834	40250041
UNIFORMS - TEPPER	498.05	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	114841	40250041
UNIFORMS - RASMUSSEN	285.50	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114807	40250041
UNIFORMS - KORDECKI	421.75	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114842	40250041
UNIFORMS - ROSS	453.00	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114814	40250041
UNIFORMS - RYTER	494.00	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114835	40250041
UNIFORMS - DERBAK	497.75	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114823	40250041
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORMS - BUCHANAN	53.75	UNIFORMS & SAFETY ITEMS	07700400-47760-	114811	40250041
UNIFORMS - BANIA	128.25	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114824	40250041
UNIFORMS - MEYER	157.25	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114790	40250041
UNIFORMS - HARTMANN	205.75	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114833	40250041
UNIFORMS - FEY-KEANE	315.00	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114827	40250041
UNIFORMS - ROTH D	495.00	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114809	40250041
UNIFORMS - HARMENING	31.50	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114822	40250041
UNIFORMS - HARMENING	31.50	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114822	40250041
UNIFORMS - HARMENING	79.62	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114843	40250041
UNIFORMS - HARMENING	79.63	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114843	40250041
UNIFORMS - SCHUTZ	93.37	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114798	40250041
UNIFORMS - SCHUTZ	93.38	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114798	40250041
UNIFORMS - MILLER	98.37	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114795	40250041
UNIFORMS - MILLER	98.38	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114795	40250041

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORMS - KORNFEIND	148.87	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114816	40250041
UNIFORMS - KORNFEIND	148.88	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114816	40250041
UNIFORMS - HARRIS	161.00	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114804	40250041
UNIFORMS - HARRIS	161.00	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114804	40250041
UNIFORMS - WEGRZYN	242.12	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114817	40250041
UNIFORMS - WEGRZYN	242.13	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114817	40250041
UNIFORMS - KOCHER	242.38	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114810	40250041
UNIFORMS - KOCHER	242.37	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114810	40250041
UNIFORMS - T-SHIRTS	219.50	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114787	40250041
UNIFORMS - T-SHIRTS	219.50	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	114787	40250041
UNIFORMS - T-SHIRTS	219.50	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	114787	40250041
UNIFORMS - SCHMIDT	71.50	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114839	40250041
UNIFORMS - RAHIMI	86.25	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114826	40250041
		GENERAL SERVICES PW - EXPENSE			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORMS - GOAD	188.50	UNIFORMS & SAFETY ITEMS	01500300-47760-	114793	40250041
UNIFORMS - KILCULLEN	190.05	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114799	40250041
UNIFORMS - ANDRESEN	200.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114794	40250041
UNIFORMS - SPENK	218.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114818	40250041
UNIFORMS - COSTA	218.25	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114815	40250041
UNIFORMS - HUFF	316.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114828	40250041
UNIFORMS - ROTH J	366.50	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114832	40250041
UNIFORMS - RAHIMI	380.75	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114821	40250041
UNIFORMS - SCHMIDT	404.50	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114825	40250041
UNIFORMS - MOZOLA	462.25	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114820	40250041
UNIFORMS - SEDIVY	479.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114831	40250041
UNIFORMS - CUSAK	489.25	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114808	40250041
UNIFORMS - PIERI	494.50	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114840	40250041
UNIFORMS - MCFEGGAN	496.50	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114819	40250041

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORMS - ALANIS E	497.75	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114836	40250041
UNIFORMS - ALANIS D	498.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114803	40250041
UNIFORMS - SLOMINSKI	499.75	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114830	40250041
UNIFORMS - RENKOSIK	500.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114806	40250041
UNIFORMS - HENRICHS	500.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	114838	40250041
Vendor Total: \$18,331.35					
HD SUPPLY INC					
CHEMICALS - INSTRUMENTATION	202.86	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	INV00376632	70250082
CHEMICALS - INSTRUMENTATION	442.32	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	INV00368518	70250081
CHEMICALS - INSTRUMENTATION	79.18	LAB SUPPLIES	07800400-43345-	INV00368518	70250081
BRITA WATER PITCHER	2,105.75	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	INV00365249	70250080
LAB SUPPLIES	59.88	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	INV00372268	70250026
LAB SUPPLIES	69.58	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	INV00364671	70250026
LAB SUPPLIES	93.56	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	INV00379582	70250026
LAB SUPPLIES	140.34	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	INV00377940	70250026
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
LAB SUPPLIES	295.96	LAB SUPPLIES	07800400-43345-	INV00377658	70250026
Vendor Total: \$3,489.43					
HERITAGE CRYSTAL CLEAN					
WASTE OIL & SOLVENT MACHINE SERVIC	1,392.65	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	18738067	29250015
Vendor Total: \$1,392.65					
HOUSEAL LAVIGNE ASSOCIATES LLC					
FEBRUARY 2024 COMPREHENSIVE PLAN	15,154.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	6959	30250014
MARCH 2024 COMPREHENSIVE PLAN	28,237.75	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	7020	30250013
Vendor Total: \$43,391.75					
HUEMANN WATER CONDITIONING					
WATER SOFTENER REPLACEMENT	4,594.75	GENERAL SERVICES PW - EXPENSE VEHICLES & EQUIP (NON-CAPITA	01500300-43335-	WATER SOFTENER	40250025
WATER SOFTENER REPLACEMENT	4,594.75	PWA - EXPENSE PUB WORKS VEHICLES & EQUIP (NON-CAPITA	01400300-43335-	WATER SOFTENER	40250025
WATER SOFTENER REPLACEMENT	4,594.75	SEWER OPER - EXPENSE W&S BUSI VEHICLES & EQUIP (NON-CAPITA	07800400-43335-	WATER SOFTENER	40250025
WATER SOFTENER REPLACEMENT	4,594.75	WATER OPER - EXPENSE W&S BUSI VEHICLES & EQUIP (NON-CAPITA	07700400-43335-	WATER SOFTENER	40250025
Vendor Total: \$18,379.00					
IL STATE POLICE BUREAU OF IDENTIFICATION					
COST CENTER 05283 - MAY 2024	15.00	GEN FUND REVENUE - GEN GOV LICENSES	01000100-32085-	20240505283	20250025
Vendor Total: \$15.00					
INDUSTRIAL SCIENTIFIC CORPORATION					
GAS MONITORING - 5/22/24 - 6/21/24	196.42	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2744843	70250002
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GAS MONITORING - 5/22/24 - 6/21/24	196.42	PROFESSIONAL SERVICES	07700400-42234-	2744843	70250002
Vendor Total: \$392.84					
INNOVATIVE WINDOW CLEANING INC					
WINDOW CLEANING	1,600.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	3535	28250005
Vendor Total: \$1,600.00					
JC LICHT LLC					
HANSON TOWER PAINT	61.85	WATER OPER - EXPENSE W&S BUSI MAINT - STORAGE FACILITY	07700400-44411-	50151390	70250077
WTP #2 PAINT	106.18	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	50152163	70250092
Vendor Total: \$168.03					
JOHNNY BELTRAN					
UNIFORM - PATCHES	133.65	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	6/6/2024 PURCHASE	20250024
UNIFORM - OUTERVEST CARRIER	267.21	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	6/13/2024 PURCHASE	20250024
Vendor Total: \$400.86					
JUSTIN FALARDEAU					
CAR RENTAL & FUEL REIMBURSEMENT	36.02	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	JUNE FBI TRAINING	20250029
CAR RENTAL & FUEL REIMBURSEMENT	493.78	TRAVEL/TRAINING/DUES	01200200-47740-	JUNE FBI TRAINING	20250029
Vendor Total: \$529.80					
KANE COUNTY CHIEFS OF POLICE					
2024/2025 MEMBERSHIP DUES	750.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	1663	20250020
Vendor Total: \$750.00					
KANE FOREST PRESERVE FOUNDATION					
GOLF HOLE SPONSOR	300.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	9/12/24 GOLF OUTING	10250124
Vendor Total: \$300.00					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
KONEMATIC INC					
DOOR MAINT & REPAIR - HVH	323.03	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	940019	28250002
DOOR MAINT & REPAIR - PW	999.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	940518	28250002
Vendor Total: \$1,322.03					
KURITA AMERICA INC					
WTP #2 SPARE PARTS	164.24	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	INV824881	70250094
Vendor Total: \$164.24					
LAI LTD					
FILTER WRAPS	1,190.00	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	24-61142	70250096
Vendor Total: \$1,190.00					
LANDSCAPE HUB INC					
LANDSCAPE REPLACEMENTS	386.10	GENERAL SERVICES PW - EXPENSE MAINT - TREE PLANTING	01500300-44402-	1068282-1	50250024
Vendor Total: \$386.10					
LAWSON PRODUCTS INC					
THREADLOCKER/HOSE CLAMP/SEALANT	405.51	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9311637313	29250004
PAINT	452.40	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9311616341	29250004
SOCKET HEADS/WASHERS/CABLE TIES	496.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9311597644	29250004
Vendor Total: \$1,354.71					
LEACH ENTERPRISES INC					
SWIVEL/TRUCK HOSE	66.33	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	01P6647	29250005
PINTLE HOOK MOUNT	124.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	01P6335	29250005

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BRAKE PAD SET	207.94	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	01P6328	29250005
RETURNED BRAKE PAD SET	-207.94	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	01P6419	29250005
Vendor Total: \$191.05					
LESLIE'S SWIMMING POOL SUPPLIES					
CONDITIONER	373.38	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	00962-02-052105	28250032
Vendor Total: \$373.38					
LORCHEM TECHNOLOGIES INC					
HEAVY DUTY NATURAL GAS PRESSURE	11,334.50	BLDG MAINT- REVENUE & EXPENSES VEHICLES & EQUIP (NON-CAPITA	28900000-43335-	79509	28250034
Vendor Total: \$11,334.50					
LUCKY GASOLINE INC					
6/3/24 - 6/15/24 CAR WASHES	30.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	6/3/24 - 6/15/24	29250024
5/17/24 - 6/6/24 CAR WASHES	45.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	5/17/24 - 6/6/24	29250024
Vendor Total: \$75.00					
MANSFIELD OIL COMPANY					
FUEL	2,567.41	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25457559	29250007
FUEL	3,634.22	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25457547	29250007
Vendor Total: \$6,201.63					
MAROUS & COMPANY					
CREEKSIDE TOWNHOME NATURAL AREA	4,300.00	NAT & DRAINAGE - EXPENSE PW LAND ACQUISITION	26900300-45595-	24-064	10250123
Vendor Total: \$4,300.00					
MARTENSON TURF PRODUCTS INC					
GENERAL SERVICES PW - EXPENSE					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MISCELLANEOUS PROJECTS	728.10	MATERIALS	01500300-43309-	95355	50250022
MISCELLANEOUS PROJECTS	242.70	MAINT - TREE PLANTING	01500300-44402-	95355	50250022
Vendor Total: \$970.80					
MCMASTER CARR SUPPLY COMPANY					
SEALANT	67.11	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	28475837	70250095
Vendor Total: \$67.11					
MENARD CONSULTING INC					
2024 GASB 75 OPEN ROLL FORWARD AC	300.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	3025	10250132
Vendor Total: \$300.00					
MENARDS CARPENTERSVILLE					
VALVE/COUPLING/LIQUID NAILS	27.62	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	24361	70250093
PAINT/BOARD	31.73	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	23855	70250072
CEDAR SIDING	45.36	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	23562	28250022
OUTDOOR CLOCK/CARSIDING	71.97	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	23495	28250022
POLYCARBONATE SHEET	180.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	23629	28250022
ACRYLIC SHEET	298.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	23501	28250022
Vendor Total: \$654.68					
METRO WEST COUNCIL OF GOVERNMENT					
APRIL NETWORKING DINNER	50.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	5406	10250119
APRIL NETWORKING DINNER	100.00	ELECTED OFFICIALS EXPENSE	01100100-47741-	5406	10250119

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
APRIL NETWORKING DINNER	50.00	PRESIDENTS EXPENSES	01100100-47745-	5406	10250119
Vendor Total: \$200.00					
MIDWEST MOBILE WASHERS LLC					
PRESSURE WASH HANSON, JACOBS & L	23,700.00	WATER OPER - EXPENSE W&S BUSI MAINT - STORAGE FACILITY	07700400-44411-	5978	70250079
Vendor Total: \$23,700.00					
MIDWEST SALT LLC					
SOFTENING SALT WTP #2	3,172.58	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	P474696	70250068
SOFTENING SALT	3,238.28	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	P474636	70250069
Vendor Total: \$6,410.86					
MOTOROLA SOLUTIONS INC					
STARCOM21 MAY 2024	266.50	BLDG MAINT- REVENUE & EXPENSES RADIO COMMUNICATIONS	28900000-42215-	8398420240403	10250089
STARCOM21 MAY 2024	266.50	GENERAL SERVICES PW - EXPENSE RADIO COMMUNICATIONS	01500300-42215-	8398420240403	10250089
STARCOM21 MAY 2024	266.50	PWA - EXPENSE PUB WORKS RADIO COMMUNICATIONS	01400300-42215-	8398420240403	10250089
STARCOM21 MAY 2024	266.50	SEWER OPER - EXPENSE W&S BUSI RADIO COMMUNICATIONS	07800400-42215-	8398420240403	10250089
STARCOM21 MAY 2024	266.50	VEHCL MAINT-REVENUE & EXPENSES RADIO COMMUNICATIONS	29900000-42215-	8398420240403	10250089
STARCOM21 MAY 2024	266.50	WATER OPER - EXPENSE W&S BUSI RADIO COMMUNICATIONS	07700400-42215-	8398420240403	10250089
STARCOM21 JUNE 2024	266.50	BLDG MAINT- REVENUE & EXPENSES RADIO COMMUNICATIONS	28900000-42215-	8471520240501	10250090
STARCOM21 JUNE 2024	266.50	GENERAL SERVICES PW - EXPENSE RADIO COMMUNICATIONS	01500300-42215-	8471520240501	10250090

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
STARCOM21 JUNE 2024	266.50	PWA - EXPENSE PUB WORKS RADIO COMMUNICATIONS	01400300-42215-	8471520240501	10250090
STARCOM21 JUNE 2024	266.50	SEWER OPER - EXPENSE W&S BUSI RADIO COMMUNICATIONS	07800400-42215-	8471520240501	10250090
STARCOM21 JUNE 2024	266.50	VEHCL MAINT-REVENUE & EXPENSES RADIO COMMUNICATIONS	29900000-42215-	8471520240501	10250090
STARCOM21 JUNE 2024	266.50	WATER OPER - EXPENSE W&S BUSI RADIO COMMUNICATIONS	07700400-42215-	8471520240501	10250090
Vendor Total: \$3,198.00					
MUNICIPAL COLLECTION SERVICES INC					
W/S COLLECTION FEES - MAY 2024	54.57	WATER & SEWER BALANCE SHEET AP - COLLECTION SERVICES	07-20115-	026899	10250035
COLLECTION FEES - MAY 2024	59.45	GEN FUND BALANCE SHEET AP - COLLECTION SERVICES	01-20115-	026898	10250034
COLLECTION FEES - MAY 2024	88.56	GEN FUND BALANCE SHEET AP - COLLECTION SERVICES	01-20115-	026897	10250034
Vendor Total: \$202.58					
NANNY NIKKI MUSIC LLC					
7/10/24 LUNCHPALOOZA	200.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	7/10/24 CONCERT	10250116
Vendor Total: \$200.00					
NAPA AUTO SUPPLY ALGONQUIN					
RETURNED RADIAL SEAL FILTER	-45.48	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	232388	29250008
PANEL FILTER	8.81	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	235297	29250008
TURBOCHARGER RESONAT	46.55	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	233905	29250008
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DISC BRAKES	114.44	INVENTORY	29-14220-	234741	29250008
DISC BRAKE PADS	228.88	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	234874	29250008
CONTROL ARM AND BALL	244.09	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	235595	29250008
DISC BRAKE PAD & ROTORS/OIL SEAL	391.73	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	235562	29250008
ROTORS/SEALS	508.22	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	235266	29250008
LIGHTBULBS	12.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	235278	29250008
Vendor Total: \$1,509.96					
NICOR GAS					
5/3/24 - 6/4/24 WTP #1	47.61	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	44-94-77-1000 8	70250016
5/3/24 - 6/5/24 POOL BATH HOUSE	50.27	SWIMMING POOL -EXPENSE GEN GOV NATURAL GAS	05900100-42211-	87-21-74-1000 7	10250009
5/6/24 - 6/5/24 WWTP	165.83	SEWER OPER - EXPENSE W&S BUSI NATURAL GAS	07800400-42211-	83-83-64-3667 1	70250017
5/3/24 - 6/4/24 POOL HOUSE	453.08	SWIMMING POOL -EXPENSE GEN GOV NATURAL GAS	05900100-42211-	77-21-74-1000 8	10250008
Vendor Total: \$716.79					
NORTHWEST HERALD					
2024-2025 RENEWAL	541.80	GS ADMIN - EXPENSE GEN GOV PUBLICATIONS	01100100-42242-	38483 2024	10250129
Vendor Total: \$541.80					
ONE TIME PAY					
HYD METER REFUND/NORTHPOINT	836.67	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
HYD METER REFUND/ALGONQUIN SHOR	1,400.00	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
Vendor Total: \$2,236.67					
PACE SYSTEMS INC					
2024/2025 SUBSCRIPTION	5,340.00	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	IN00059343	20250028
Vendor Total: \$5,340.00					
PAHCS II					
RANDOM DRUG TESTING ANNUAL FEE	380.00	GEN NONDEPT - EXPENSE GEN GOV PROFESSIONAL SERVICES	01900100-42234-	552101	10250118
RANDOM DRUG TESTING	130.00	BLDG MAINT- REVENUE & EXPENSES PROFESSIONAL SERVICES	28900000-42234-	552337	10250118
RANDOM DRUG TESTING	555.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	552337	10250118
RANDOM DRUG TESTING	170.00	SEWER OPER - EXPENSE W&S BUSI PHYSICAL EXAMS	07800400-42260-	552337	10250118
RANDOM DRUG TESTING	215.00	WATER OPER - EXPENSE W&S BUSI PHYSICAL EXAMS	07700400-42260-	552337	10250118
Vendor Total: \$1,450.00					
POLYDYNE INC					
CLARIFLOC	9,222.12	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	1842702	70250012
Vendor Total: \$9,222.12					
PRECISE MOBILE RESOURCE MANAGEMENT LLC					
GPS ANNUAL FEE	1,680.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	IN200-1049375	70250085
GPS ANNUAL FEE	1,680.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	IN200-1049375	70250085
GPS ANNUAL FEE	6,720.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	IN200-1049374	50250023

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$10,080.00					
PRO SAFETY INC					
PPE SUPPLIES	961.10	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	2/903740	28250045
PPE SUPPLIES	480.55	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	2/903740	28250045
PPE SUPPLIES	480.55	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	2/903740	28250045
Vendor Total: \$1,922.20					
RAY O'HERRON CO INC					
UNIFORM - HATS PD STOCK	115.33	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2348938	20250022
UNIFORM - SHIRTS PD STOCK	117.30	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2348000	20250022
UNIFORM - SHIRTS PD STOCK	126.70	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2348304	20250022
UNIFORM - SHIRTS PD STOCK	277.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2349139	20250022
UNIFORM - BELTRAN	576.79	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2347686	20250022
UNIFORM - KOEHLER	870.23	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2348173	20250022
Vendor Total: \$2,084.34					
RED WING SHOE STORE					
BOOTS - GRIGGEL	100.00	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	20240620010153	29250044
BOOTS - GRIGGEL	100.00	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	20240620010153	29250044
Vendor Total: \$200.00					
RES GREAT LAKES LLC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
LAKE DRIVE SOUTH DETENTION	1,023.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	IN46904	40250024
NATURAL AREA MAINTENANCE	23,900.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	IN46909	40250033
Vendor Total: \$24,923.00					
RIEKE OFFICE INTERIORS INC					
POLICE INVESTIGATIONS OFFICE FURNIT	11,460.00	POLICE - EXPENSE PUB SAFETY OFFICE FURNITURE & EQUIPMEN	01200200-43332-	053969	10250120
POLICE LOCKER ROOM LOCKERS	31,769.75	POLICE - EXPENSE PUB SAFETY OFFICE FURNITURE & EQUIPMEN	01200200-43332-	053978	10250121
Vendor Total: \$43,229.75					
ROLAND MACHINERY EXCHANGE					
SEALS	126.61	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	38077077	29250002
Vendor Total: \$126.61					
RUSH TRUCK CENTER					
KING PIN KIT	185.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3037402366	29250022
SENSORS	796.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3037527686	29250022
Vendor Total: \$981.10					
SEBERT LANDSCAPING CO					
GRASS CUTTING - 1035 W ALGONQUIN R	200.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S586175	30250006
GRASS CUTTING - 1200 PIONEER ROAD	200.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S586570	30250006
GRASS CUTTING - 1144 PIONEER ROAD	200.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S586571	30250006
GRASS CUTTING - 179 WILDWOOD ROAD	225.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S586572	30250006

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRASS CUTTING - 601 FAIRWAY DRIVE	250.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S586575	30250006
GRASS CUTTING - 1230 POWDER HORN I	300.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S586569	30250006
Vendor Total: \$1,375.00					
SHELL FLEET PLUS					
FUEL FOR SQUADS	28.79	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	97787025	10250011
Vendor Total: \$28.79					
SHI INTERNATIONAL CORP					
FY25 ADOBE CREATIVE CLOUD RENEWA	2,298.16	CDD - EXPENSE GEN GOV IT EQUIPMENT & SUPPLIES	01300100-43333-	B18455279	10250101
FY25 ADOBE CREATIVE CLOUD RENEWA	10,199.24	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	B18455279	10250101
FY25 ADOBE CREATIVE CLOUD RENEWA	6,894.48	GS ADMIN - EXPENSE GEN GOV IT EQUIPMENT & SUPPLIES	01100100-43333-	B18455279	10250101
FY25 ADOBE CREATIVE CLOUD RENEWA	514.44	HISTORIC COMMISSION	01100100-47750-	B18455279	10250101
FY25 ADOBE CREATIVE CLOUD RENEWA	1,149.08	RECREATION - EXPENSE GEN GOV IT EQUIPMENT & SUPPLIES	01101100-43333-	B18455279	10250101
FY25 ADOBE CREATIVE CLOUD RENEWA	1,274.90	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	B18455279	10250101
FY25 ADOBE CREATIVE CLOUD RENEWA	1,274.90	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	B18455279	10250101
Vendor Total: \$23,605.20					
SONITROL CHICAGOLAND NORTH					
DEPOSIT PRESIDENTIAL PARK	20,651.42	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2312	18874-3	10250126
DEPOSIT TOWNE PARK	27,541.73	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2202	18874-1	10250125

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$48,193.15					
SPEAR CORPORATION					
POOL BOOSTER PUMP	1,652.66	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	327260	28250048
Vendor Total: \$1,652.66					
STANTON MECHANICAL INC					
HVAC MECHANICAL REPAIRS - WWTF	460.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	504922	28250016
Vendor Total: \$460.00					
STEVEN SKRODZKI					
PARKING/MEAL REIMBURSEMENTS	147.98	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	NLETCE CONFERENCE	20250021
Vendor Total: \$147.98					
STREICHERS					
UNIFORM - STENGER	42.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11702932	20250026
UNIFORM - WILKIN	100.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11701603	20250026
UNIFORM - MOORE	667.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11701313	20250026
Vendor Total: \$809.00					
T-MOBILE USA INC					
5/21/24 - 6/20/24 LIFT STATION INTERNET	37.00	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	984376041	10250038
Vendor Total: \$37.00					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY - JUNE 2024	357.34	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	31588	10250015
INTERNET E-PAY - JUNE 2024	357.35	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	31588	10250015
		GS ADMIN - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
6/19/2024 UTILITY BILL	2,245.99	VILLAGE COMMUNICATIONS	01100100-42245-	31589	10250130
6/19/2024 UTILITY BILL	1,336.72	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	31589	10250130
6/19/2024 UTILITY BILL	1,336.72	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	31589	10250130
Vendor Total: \$5,634.12					
THOMPSON ELEVATOR INSP					
ELEVATOR INSPECTION	100.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	24-1279	30250003
Vendor Total: \$100.00					
TITAN SUPPLY					
LAUNDRY SOAP	75.60	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	30867	28250020
Vendor Total: \$75.60					
TODAYS UNIFORMS					
BADGE - WILKIN	125.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	259147	20250023
Vendor Total: \$125.95					
TRI-R SYSTEMS INC					
REPLACEMENT MCC FOR WELLS 7 & 11	44,000.00	WATER OPER - EXPENSE W&S BUSI MAINT - WELLS	07700400-44418-	006089	70250066
Vendor Total: \$44,000.00					
TROTTER & ASSOCIATES INC					
BIOSOLIDS HANDLING	2,079.75	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2212	23436	40250028
ALGONQUIN SHORES LS PRESSURIZED I	7,720.78	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2422	23448	40250027
BRAEWOOD LIFT STATION IMPROVEMEN	8,790.50	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2412	23435	40250030
		W & S IMPR. - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WATER SYSTEM MASTER PLAN UPDATE	15,020.50	ENGINEERING/DESIGN SERVICE	12900400-42232-	23466	40250029
Vendor Total: \$33,611.53					
TVG-MGT HOLDINGS, LP		CDD - EXPENSE GEN GOV			
BLANCHARD 5/19/24 - 6/15/24	7,350.00	PROFESSIONAL SERVICES	01300100-42234-	MGT35732	30250008
KALCHBRENNER 5/19/24 - 6/15/24	11,172.00	CDD - EXPENSE GEN GOV	01300100-42234-	MGT35733	30250008
Vendor Total: \$18,522.00					
UKG KRONOS SYSTEMS LLC		GEN NONDEPT - EXPENSE GEN GOV			
FY25 KRONOS WORKFORCE CENTRAL	7,056.67	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	12234130	10250111
FY25 KRONOS WORKFORCE CENTRAL	882.09	SEWER OPER - EXPENSE W&S BUSI	07800400-43333-	12234130	10250111
		IT EQUIPMENT & SUPPLIES			
FY25 KRONOS WORKFORCE CENTRAL	882.09	WATER OPER - EXPENSE W&S BUSI	07700400-43333-	12234130	10250111
		IT EQUIPMENT & SUPPLIES			
Vendor Total: \$8,820.85					
ULINE INC		BUILDING MAINT. BALANCE SHEET			
LED EMERGENCY LIGHT	136.07	INVENTORY	28-14220-	178265086	28250046
Vendor Total: \$136.07					
UNITED LABORATORIES		SEWER OPER - EXPENSE W&S BUSI			
DEODORANT BLOCKS & LIQUID	595.48	CHEMICALS	07800400-43342-	INV408493	70250078
Vendor Total: \$595.48					
V3 CONSTRUCTION GROUP LTD		NAT & DRAINAGE - EXPENSE PW			
TRAILS OF WOODS CREEK PRESERVE - '	1,515.00	MAINT - WETLAND MITIGATION	26900300-44408-	000000524159	40250034
Vendor Total: \$1,515.00					
VALLEY AUTOBODY & FRAME		VEHICLE MAINT. BALANCE SHEET			
UNIT 21 AUTO BODY REPAIR	5,743.74	OUTSOURCED INVENTORY	29-14240-	9855	29250043

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$5,743.74					
VERIZON WIRELESS SERVICES LLC					
5/14/2024 - 6/13/2024 STATEMENT	252.00	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	471.52	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	3.85	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	1,078.81	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	421.28	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	711.46	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	498.44	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	100.23	RECREATION - EXPENSE GEN GOV TELEPHONE	01101100-42210-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	430.70	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	499.99	IT EQUIPMENT & SUPPLIES	07800400-43333-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	178.04	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	9966572751	10250127
5/14/2024 - 6/13/2024 STATEMENT	706.06	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	9966572751	10250127
Vendor Total: \$5,352.38					
WAGNER INVESTIGATIVE POLYGRAPH SERVICE					
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PRE-EMPLOYMENT EVALUATION	150.00	BOARD OF POLICE COMMISSION	01200200-47720-	2405005	20250027
Vendor Total: \$150.00					
WATER PRODUCTS CO AURORA					
B-BOX EXTENSIONS	148.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0322825	70250083
YARD HYDRANT PARTS	245.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0323053	70250087
Vendor Total: \$393.00					
ZIEGLERS ACE HARDWARE					
PAINT	53.98	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	044049/L	70250088
Vendor Total: \$53.98					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
EL FUEGO LIQUOR VIOLATION	893.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	169081	10250117
Vendor Total: \$893.75					
REPORT TOTAL: \$1,468,207.45					

Village of Algonquin

List of Bills 7/2/2024

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	282,360.61
03	MFT	949.37
04	STREET IMPROVEMENT	631,085.51
05	SWIMMING POOL	4,155.68
06	PARK IMPROVEMENT	48,193.15
07	WATER & SEWER	172,667.77
12	WATER & SEWER IMPROVEMENT	227,503.93
26	NATURAL AREA & DRAINAGE IMPROV	53,436.50
28	BUILDING MAINT. SERVICE	24,998.11
29	VEHICLE MAINT. SERVICE	22,856.82
TOTAL ALL FUNDS		<u>1,468,207.45</u>

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

DATE: 06/27/2024

APPROVED BY: 



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 2, 2024

TO: Tim Schloneger, Village Manager
Village President and Board of Trustees

FROM: Nadim Badran, Director of Public Works

SUBJECT: North Harrison Speed Table Repair

On Wednesday, July 19th, the speed table on North Harrison Street, adjacent to River Front Park heaved upward about one foot, causing the adjacent sidewalk and curb to buckle. The speed table was installed in 2021 and has not has any significant maintenance concerns in the past. It is believed that the concrete under the brick swelled due to the extreme heat, with temperatures in the 90s, paired with the cooling of the roadway overnight and due to some light rainfall throughout the week. This swelling likely caused the concrete to expand beyond the existing joints, causing it to snap.

Staff is working directly with Martam Construction to obtain pricing for the repair, as Martam is currently mobilized on South Harrison Street, and was the original constructor of the speed table. The design of the speed table is being amended so that brick is only utilized on the top of the speed table as the crosswalk, while each approach angle will be poured in concrete. This is being done at the recommendation of the Village's Public Works Department and Engineers, as this design will reduce future brick maintenance costs and will be more resilient against damage from snow plows and traffic.

Staff is looking to have the speed table repaired expeditiously so that it can be completed in time for Founders Day events. North Harrison Street will need to be closed during the repair as well, adding to the desire to complete the repair as soon as possible. Due to these reasons, High Early Strength Concrete (HESC) will be utilized, which is more expensive than traditional concrete but cures in half the time. Martam has proposed a cost of \$68,636.50 to complete the work, which includes redoing the sidewalk, curb, gutter, brick pavers on the southeast sidewalk, and reconstructing the speed table. The Village is saving \$30,000 by constructing the approaches of the speed table in concrete instead of brick. Staff has checked the unit prices provided in the attached proposal and they are in line with the low bid from the Willoughby project as a point of comparison. It is estimated this project will take at minimum two weeks to complete. Based on these factors, staff recommends that the Village Board authorize an agreement with Martam Construction for the repair of the North Harrison Speed Table.

Summary

1. The speed table on North Harrison Street was damaged by the extreme temperatures the week of June 10th.
2. Staff recommends reconstructing the speed table with concrete approaches and a brick top, to reduce the repair cost and mitigate future costly repairs to the brick that will be caused by traffic and snow plows.
3. Staff is looking to work directly with Martam Construction to reconstruct the speed table in the amount of \$68,636.50. The cost would be \$30,000 higher if brick approaches were used and would require greater future maintenance.
4. The repair will take two weeks; therefore, staff would like to move expeditiously to complete the repair in advance of Founders Day events.
5. Sufficient funds are available to cover this unanticipated cost through project savings and competitive bids from other projects.



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement with Martam Construction, Inc. for the Reconstruction of the North Harrison Street Speed Table, in the Amount of \$68,636.50, attached hereto and hereby made part hereof.

DATED this 2nd day of July, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



Village of Algonquin

The Gem of the Fox River Valley

MEMORANDUM

TO: Tim Schloneger, Village Manager
FROM: Ethan Hoffman, Management Analyst
DATE: July 2, 2024
SUBJECT: Towne Park By-Owner Items Purchase

On May 7, 2024 the Village Board accepted and approved an agreement with Martam Construction, Inc. for the Towne Park Reconstruction Project in the Amount of \$4,280,611.15. As a part of this agreement, it was recommended that the Village directly purchase park components and materials from the manufacturer directly. This approach offers several advantages, including:

Cost Savings: By purchasing a number of by-owner items directly from manufacturers, the Village reduces overall costs from purchases through a third-party vendor.

Eliminates Markup: This strategy avoids the typical contractor markup, ensuring more efficient use of budgeted funds.

The specific items that staff is requesting for approval at this time include:

The materials, fabrication, and delivery of 2 trellis structure components to be placed in Towne Park over seating areas just south of the proposed playground. The items listed in the quote are the material that make up these trellis structures.

The items are being purchased through Parkreation, Inc. which has successfully done business with the Village in the past, including the play surface for Towne Park. It will be installed by Martam Construction, Inc. It is important to note that the trellis design and color will match the existing trellis at trailhead at Main Street/Huntington and Illinois Route-31.

The total of these items continues to remain within the budget for this project. Attached is a cost summary by vendor for these items. The total cost for all items is \$69,482.00. These items are high priority items with longer lead times therefore it is critical the order is placed soon to maintain project timelines. The expected savings by avoiding the contractor markup is approximately \$10,000.00. Additionally, this cost is lower than if purchased through the federal joint purchasing program, which lists the cost at \$74,932.

The FY 24/25 budget does include funding for the By-Owner items as part of the project budget. Additional purchases required for the project will be submitted for the Village Board's approval at a subsequent meeting or will be authorized through the Village's administrative purchasing procedures.

Action Requested

Staff recommends the Village Board approve the following resolution related to the Towne Park project:

1. Resolution authorizing the Village President to execute a purchase agreement with Parkreation, Inc. for by-owner materials for 2 trellis structures items for Towne Park in the amount of \$69,482.00.



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement with Parkreation, Inc. for the Purchase of Trellis Structures for Towne Park, in the Amount of \$69,482.00, attached hereto and hereby made part hereof.

DATED this 2nd day of July, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Equipment/Materials)

Date: _____, 20__		Purchase Order No. _____	
Project: _____		Location: _____	
Originating Department: _____			
Owner	Vendor	General/Prime Contractor	
Village of Algonquin Address: _____ Contact Name: _____ Phone: _____ Fax: _____	Name: _____ Address: _____ Contact Name: _____ Phone: _____ Fax: _____	Name: _____ Address: _____ Contact Name: _____ Phone: _____ Fax: _____	

Furnish the items listed below in accordance with the following plans and specifications:

- ✕ General Contract, dated _____, 20__ ✕ Specification No(s): _____, dated _____, 20__
- ✕ Plans dated _____, 20__ ✕ Addendum No(s): _____
- ✕ Other: _____

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	UNIT PRICE	EXTENSION
			\$	\$
TOTAL				\$

NOTES:

- 1)
- 2)
- 3)

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes. Submit shop drawings/catalog cuts immediately for approval as required. Material Safety Data Sheets and Container Labels must accompany all hazardous materials, coatings, and chemicals per OSHA's Hazard Communication Standard 1926.59 when delivered. No deliveries will be accepted without 48-hour advance notice.

VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, as required in the Supplemental Conditions.

ACCEPTANCE OF PURCHASE 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 Purchase Agreement the day and year written below.

VENDOR:

OWNER:

Village of Algonquin

By: _____

Representative of Vendor authorized to execute Purchase Agreement

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

SUPPLEMENTAL CONDITIONS TO VILLAGE OF ALGONQUIN PURCHASE AGREEMENT NO.

1. Acceptance of Purchase Agreement: The Purchase Agreement is an offer to buy or rent and not an acceptance of an offer to sell or rent. Acceptance of this Purchase 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 Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

2. Amendment, Modification or Substitution: This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement. No substitutes will be accepted unless authorized in writing prior to delivery or performance.

3. Extra's 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 supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided however, that if the Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to "Work") ordered herein, by the omission neglect or default of Owner, its agents or employees, Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

4. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Vendor, cancel the whole or any part of this Purchase Agreement (a) if Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Vendor fails to perform or so fails to make progress as to endanger performance there under, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, without any fault of the Vendor, the Vendor shall be compensated for such cancellation as follows: (a) for goods not identified to this Purchase Agreement and service not performed, no compensation; (b) for goods, except rented equipment and specially manufactured goods, which have been identified but not accepted in writing, 15% of the purchase price for handling and overhead, plus Vendor's reasonable transportation costs, if any; (c) for specially manufactured goods, the lesser of (i) a percentage of the purchase price equal to the percentage of the special manufacturing completed on the date cancellation or (ii) the purchase price, less the fair market value of the specially manufactured goods on the date of cancellation; and (d) for all other claimed losses, including Vendor's lost profits no compensation.

5. Taxes: This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

6. Compliance With Laws: During the performance hereunder, Contractor/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois 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, Owner shall not be responsible for monitoring Contractor/Vendor's compliance with any Laws or Regulations.

7. Vendor Warranty: Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all goods and Work furnished there under (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period on one (1) year, or such longer period as is specified in the Contract Documents identified in the Purchase Agreement, from the date such Work is performed or such goods are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents identified in the Purchase Agreement, from the date any such structure or equipment is accepted in writing by Owner, Vendor expressly agrees that the statute of limitations with respect to Vendor's warranties shall begin to run on the date of acceptance by Owner.

8. Remedies: Vendor shall, for the duration of its warranties under paragraph 7 herein, at the discretion of Owner and at the expense of Vendor, replace, repair and insure any and all faulty or imperfect goods or Work furnished or performed by Vendor there under. In the event Vendor fails to do so, 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 inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

9. Indemnity: 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, its agents, employees, subcontractors, successors and assigns. 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 Purchase 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.

10. Insurance and Bonds:

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 Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) 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 Village deems necessary to establish compliance with this provision.

10.2 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 in an amount determined by Owner.

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

11. Inspection and Acceptance: Owner shall have the right at all reasonable times to inspect and test all goods furnished by Vendor and all Work performed or furnished by Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods and Work furnished there under are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Vendor there under, Owner may, at its election, return those goods to Vendor at Vendor's expense, including the cost of any inspection and testing thereof. If Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items by purchase or manufacture and charge the cost incurred thereby to Vendor or terminate this Purchase Agreement for default in accordance with paragraph 4 herein. By inspecting and not rejecting any goods and Work furnished there under, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

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

13. Shipment and Risk of Loss: All goods furnished by Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Vendor, it being understood that the risk of loss with respect to such goods is with Vendor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title.

14. Patents: Vendor warrants that (a) goods furnished there under, and the sale and use thereof, will not infringe any valid United States patent or trademark; and (b) Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished there under is enjoined because of patent infringement. Vendor within a reasonable amount of time shall at Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such

goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

15. Return Privilege: In the event that Vendor is to furnish goods which are standard catalogue items as of the date of this purchase Agreement. Owner shall have the right at its option, to return to Vendor up to 20% of such standard catalogue items. Vendor shall refund to Owner or credit against the unpaid amount there under the purchase price of such returned items, less Vendor's reasonable transportation costs and 15% of the value of the returned items for restocking.

16. Delivery: Unless indicated to the contrary on the face hereof, it shall be the responsibility of Vendor to arrange for and complete delivery of all goods. If the goods furnished there under are equipment, Vendor shall give Owner two (2) working days' advance notice of delivery.

17. 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 Purchase 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 Agreement.

18. Records, Reports and Information: Vendor agrees to furnish Owner with reports and information regarding the Work performed under this Purchase 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 Work performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Work, and such records shall be subject to audit by the Owner upon reasonable advance notice to Vendor on a mutually agreed date and time.

19. Assignment: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement, upon reasonable notice to Vendor, to the General/Prime Contractor identified on this Purchase 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.

CONTRACTOR/VENDOR:

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**

Limits: Each Occurrence and in the Aggregate \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

3. **Workers Compensation/Employers Liability Insurance**

Limits: Coverage A Statutory
Limits: Coverage B \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage** *Required if an "x"*

Limits: Each Occurrence and in the aggregate \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** *(required if professional services are being provided)*

Limits: Each Occurrence \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

This is **SCHEDULE A**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin**
Purchase Agreement (Vendor/Services)
No. _____ effective _____, 20_____

Scope of Work/Services – Vendor/Services

VOA: _____

_____: _____

This is **SCHEDULE B**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin**
Purchase Agreement (Vendor/Services)
No. _____ effective _____, 20_____

Contract Price – Vendor/Services

VOA: _____

_____ : _____

Schedule C

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.

VOA: _____

_____ : _____

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.

VOA: _____

_____ : _____

This is **SCHEDULE D**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin**
Purchase Agreement (Vendor/Services)
No. _____ effective _____, 20_____

Supplemental Terms and Conditions

VOA: _____

_____ :

PARKREATION, INC

27 East Palatine Road, Prospect Heights, IL 60070

June 13, 2024

Quotation Number: Ia031824a

Bidding Contractors C/O Village of Algonquin

Project Name: Towne Park

Quoted By: Lani Chaplik

<u>QTY.</u>	<u>Product #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
2	AT6C25.667K	6' x 25.667 Curve Arbor by Icon Shelters, Inc. Steel 3 Column design E coating/Powder coating included Primary Roof: Straight Steel Slats 8' Eve Height Curved Corbels Anchor Bolts and Templates included.	\$33,941.00	\$67,882.00
6		Column Base Covers Engineering: 2 calculation books and 4 sets of drawings. Includes foundation Estimated Freight Delivered Total		\$300.00 \$1,300.00 \$69,482.00

All pricing is valid until July, 8, 2024

Terms:

1. I/We understand that all accounts are payable to Parkreation, Inc. according to the terms of their invoice, and if not paid on or before said date, are then delinquent. I/We agree to pay any and all service charges added each month to past due invoices. Terms are Net 30 days upon delivery with approved credit. All charges are due and payable in full at Parkreation, Inc., 27 E. Palatine Rd., Prospect Heights, IL 60070 unless notified in writing to the contrary. To the extent the terms and conditions of any purchase order/contract and/or any purchase order/contract confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail.
2. All pricing is valid for 30 days from the date above.
3. The above pricing (if more than one item) is based upon a package purchase. Any adjustments may be subject to a price revision.
4. Customer is responsible for the off-loading of the equipment and an accurate inventory should be taken at the time and all missing or damaged parts should be noted to the Driver. You have 60 days to report any missing or damaged parts to your sales representative. Truck Driver will not unload equipment.
5. Nontaxable entities are required to provide copy of tax exempt certificate or be taxed upon invoice.
6. Installation not included unless specifically quoted

Date _____ Purchaser's Signature _____ Purchaser's Title _____

Email Address _____ Special Instructions _____

Ship to address _____

Park Site Address _____

IllinoisOffice@Parkreation.com - 27 East Palatine Road, Prospect Heights, IL 60070 - Phone 847-419-7744, Fax 847-419-7747
IndianaOffice@Parkreation.com - 204 Leeds Drive, Valparaiso, IN 46383 - Phone 888-640-1433, Fax 219-477-1951

PRELIMINARY: NOT FOR CONSTRUCTION

ICON
Shelter Systems Inc
DISTINCTIVE STEEL SHELTERS
WWW.ICONSHELTERS.COM
COPYRIGHT 2004, ICON SHELTER SYSTEMS, INC.

1455 LINCOLN AVE.
HOLLAND MI, 49423

616.396.0919
800.748.0985
616.396.0944 FX

Elevation

DRAWN BY:

MH

DATE:

3/28/2024

PRELIMINARY ID:

85145

REVISION:

A

BUILDING TYPE:

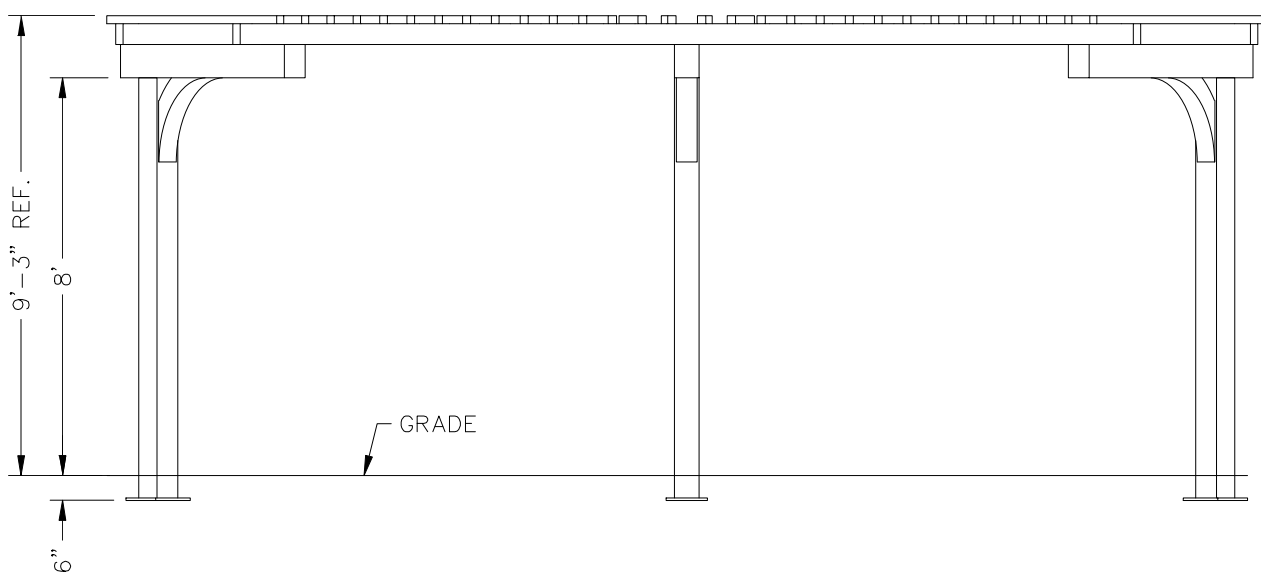
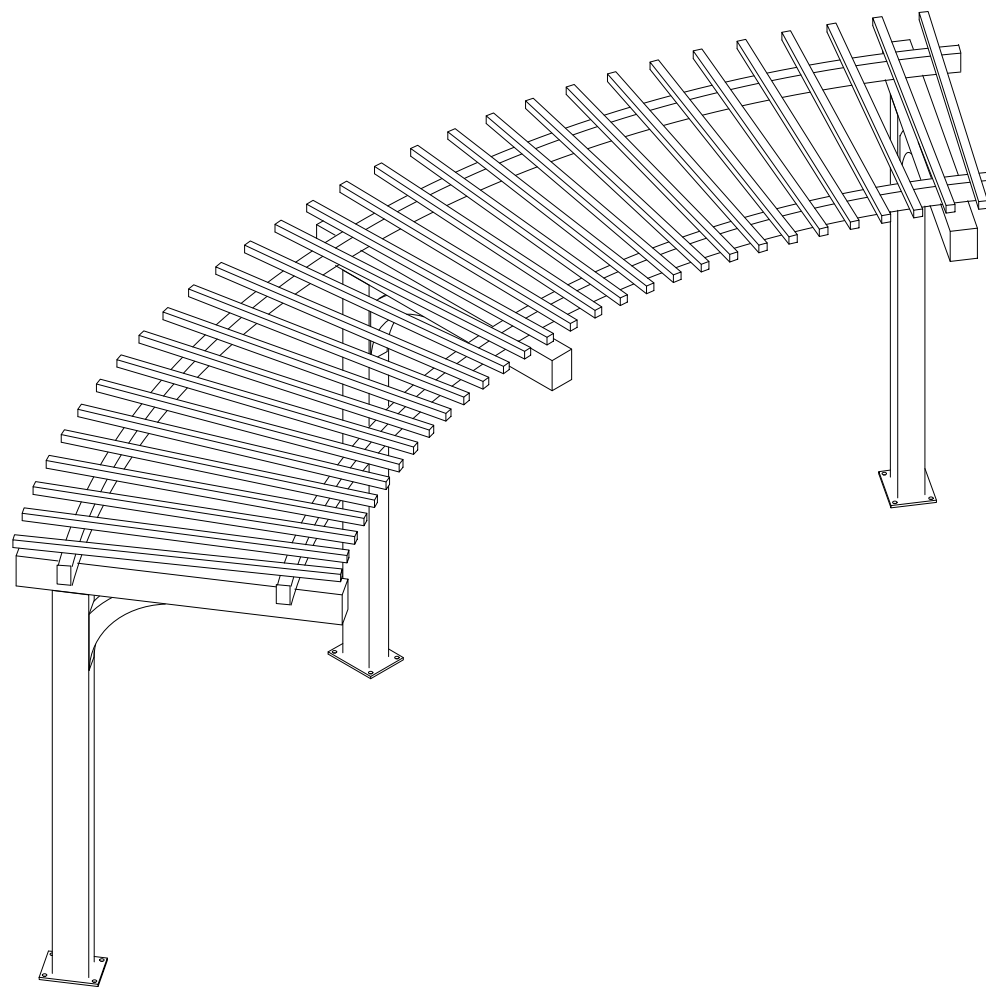
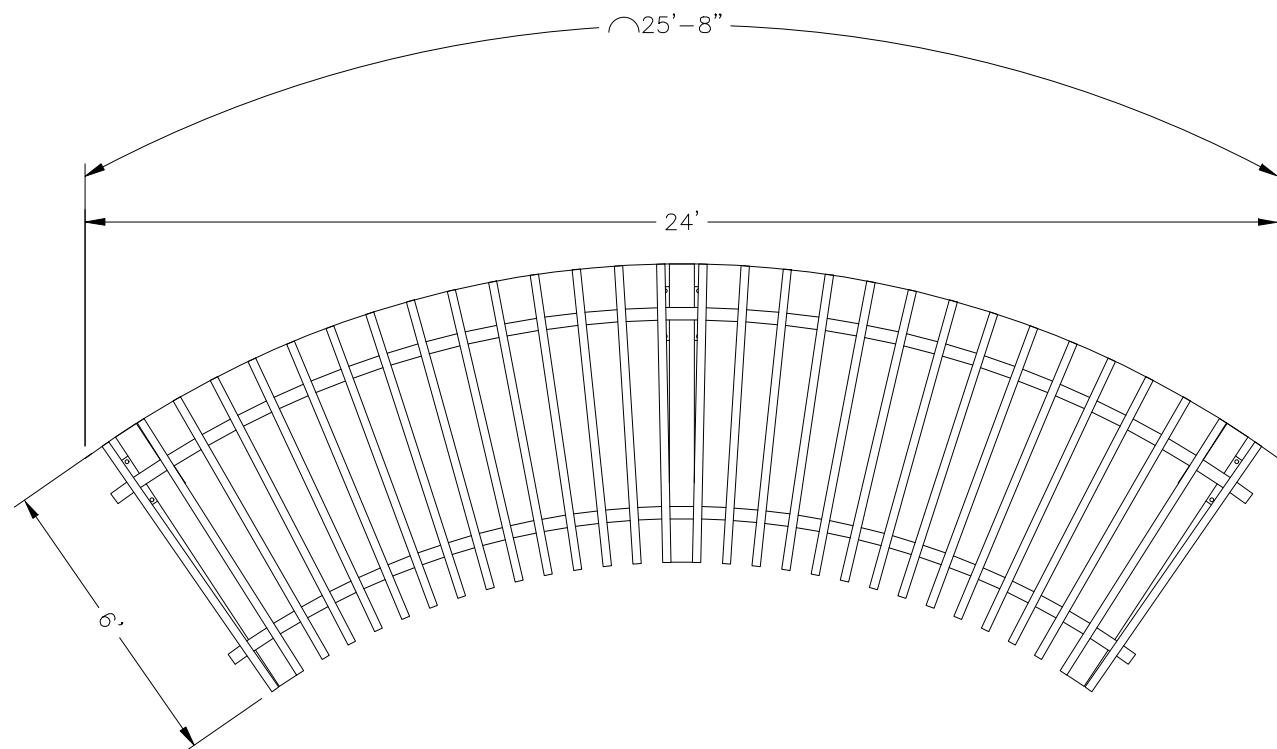
AT6X25.66K

PROJECT NAME:

SHEET

1.0

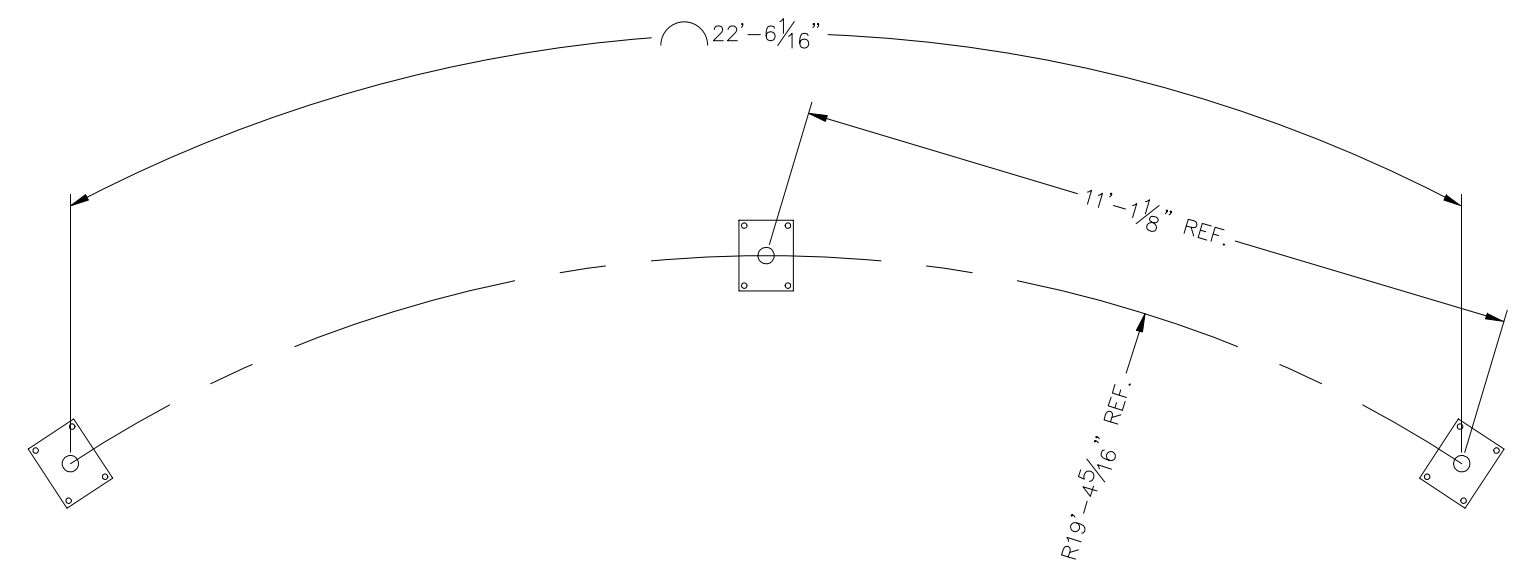
Engineering\AcadStandard\Blocks\Titles\ICONPRETB
0F-73-01-42



DWG: AT\6X25.66\K-70-100-150\Drawings\Preliminary\AT6x25.66K-P0-70-100-150~85145.dwg

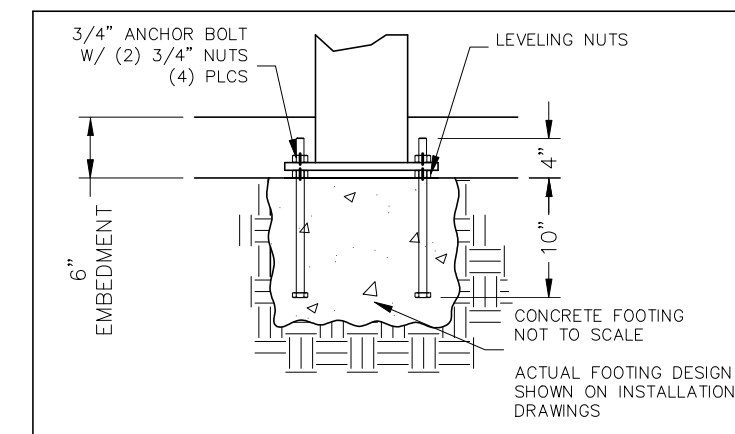
PRELIMINARY: NOT FOR CONSTRUCTION

ICON
Shelter Systems Inc
 DISTINCTIVE STEEL SHELTERS
 WWW.ICONSHELTERS.COM
 COPYRIGHT 2004, ICON SHELTER SYSTEMS, INC.
 1455 LINCOLN AVE.
 HOLLAND MI, 49423
 616.396.0919
 800.748.0985
 616.396.0944 FX

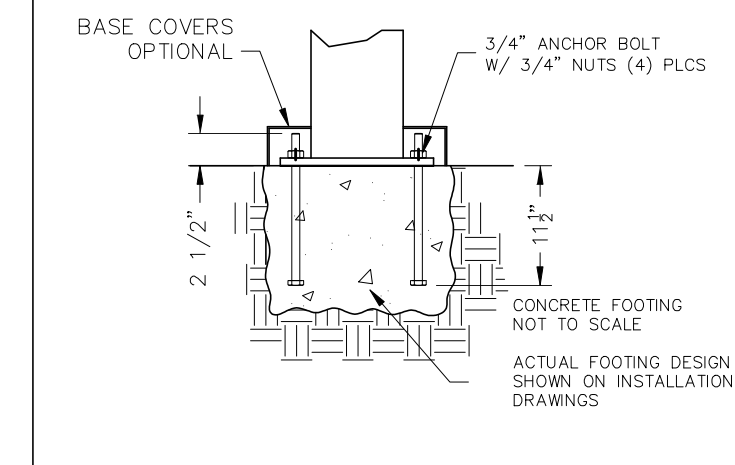


ALL STRUCTURAL COMPONENTS WILL BE:
 TUBE: ASTM A500 GRADE B
 PLATE: ASTM A36
 BOLTS: ASTM A325
 NUTS: ASTM A563
 WELDING: GMAW

NOTE:
 COLUMN SIZE: HSS 8x6x3/16



PRELIMINARY DRAWINGS SHOWN AS 6" BURIED
STANDARD BASE CONNECTION
 COLUMN TYPE: A (6" BURIED)



OPTIONAL BASE CONNECTION
 COLUMN TYPE: B (SURFACE MOUNT W/ COVERS)

Anchor Bolt Layout

DRAWN BY:	MH
DATE:	3/28/2024
PRELIMINARY ID:	85145
REVISION:	A
BUILDING TYPE:	AT6X25.66K
PROJECT NAME:	

SHEET
2.0

DWG:AT\6X25.66\K-70-100-150\Drawings\Preliminary\AT6x25.66K-P0-70-100-150~85145.dwg

Engineering\AcadStandard\Blocks\Titles\CONCRETE
 06-73-01-42

ELECTRICAL INFORMATION - ARBOR

ICON'S STANDARD ELECTRICAL IS DESIGNED TO ACCOMMODATE Ø1/2" CONDUIT WITH A Ø3" INLET HOLE ON THE BOTTOM OF EACH COLUMN. THE CONDUIT PATHWAY RUNS THROUGH THE COLUMN, RAFTER, AND RIDGE BEAM THROUGH ALL BOLTED CONNECTIONS AS SHOWN. IF YOU HAVE SPECIAL ELECTRICAL REQUIREMENTS, PLEASE OUTLINE ANY CHANGES BELOW AS DESCRIBED.

PLEASE NOTE: DESIGN LIMITATIONS ON HOLE/CUTOUT SIZES MAY APPLY. ICON WILL REACH OUT TO DISCUSS ANY SUCH LIMITATIONS AS NEEDED.

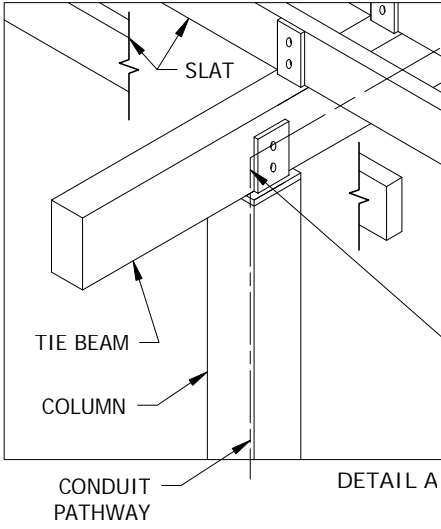
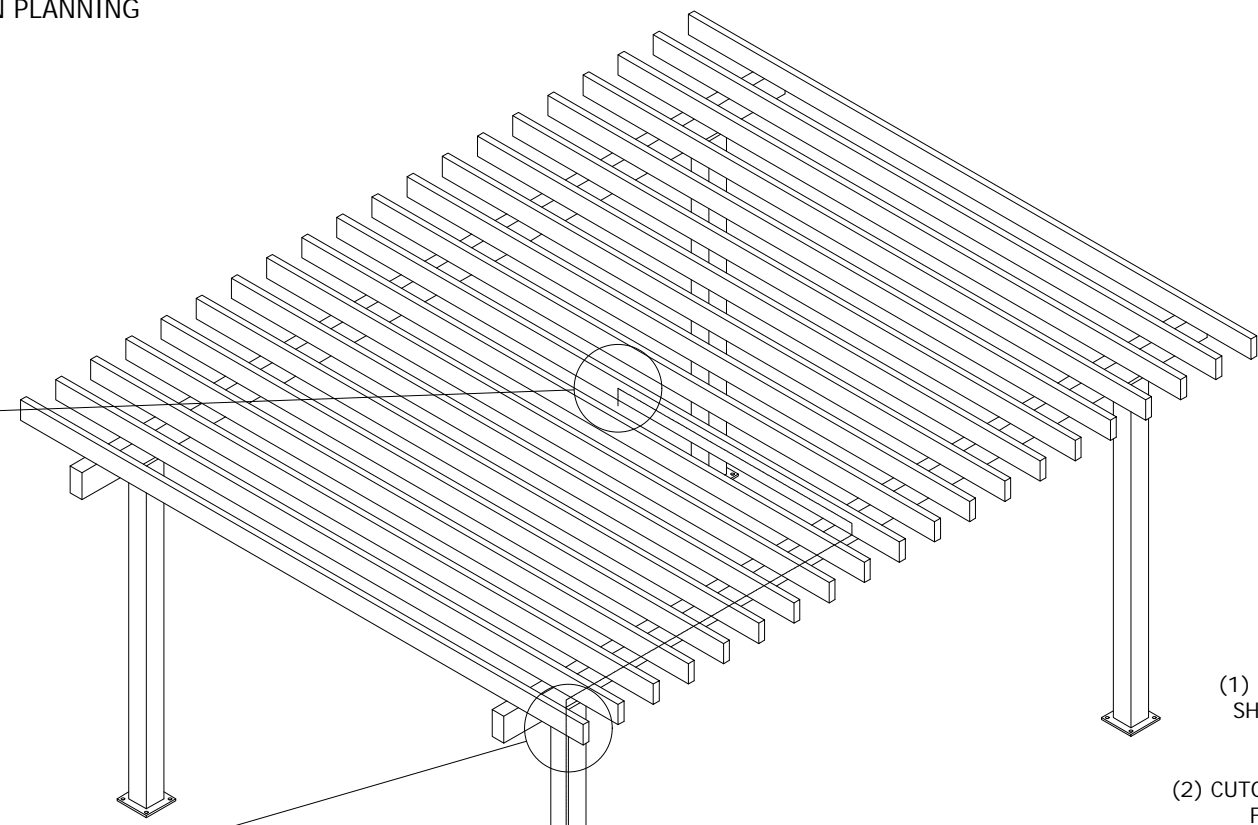
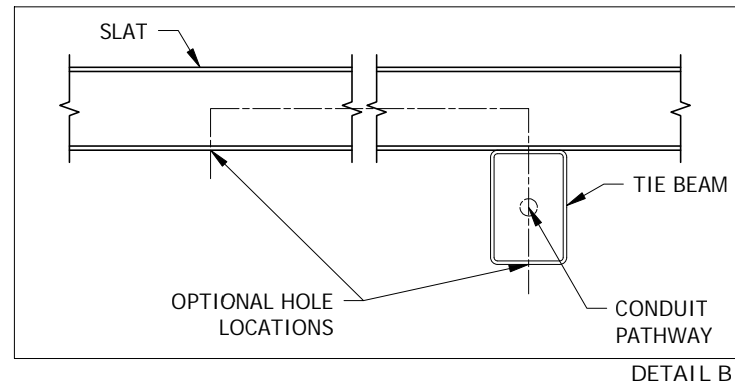
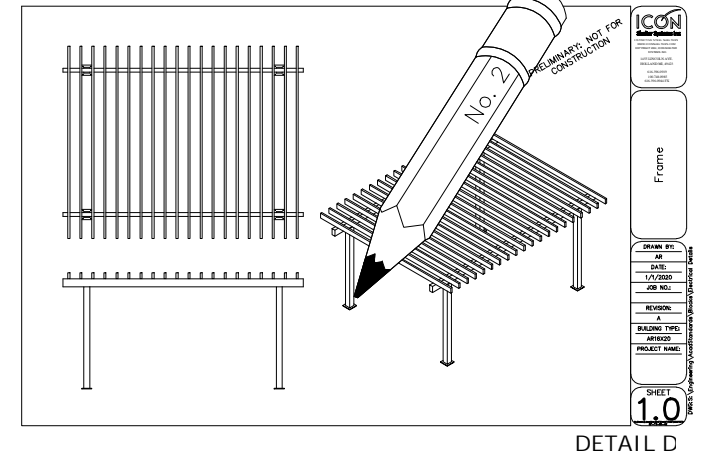
NOTE: ICON SHELTER FRAME IS NOT UL LISTED TO ACT AS A CONDUIT FOR ELECTRICAL WIRING. CONSULT LOCAL BUILDING CODES WHEN PLANNING YOUR ELECTRICAL SYSTEM.

OPTIONAL EXIT HOLES
 IF REQUIRED, EXIT HOLES FOR LIGHTING, ETC. CAN BE PLACED IN THE TIE BEAM AND/OR SLAT (CHARGES APPLY). USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED EXIT HOLE LOCATIONS AND SIZE.

PRELIMINARY: NOT FOR CONSTRUCTION

- STEPS:**
1. CONDUIT HOLE SIZE (DETAIL A)
 2. ELECTRICAL EXIT HOLES (DETAIL B)
 3. ELECTRICAL ACCESS & COVER PLATES (DETAIL C)
 4. ELECTRICAL CONDUIT PATHWAY (DETAIL D)

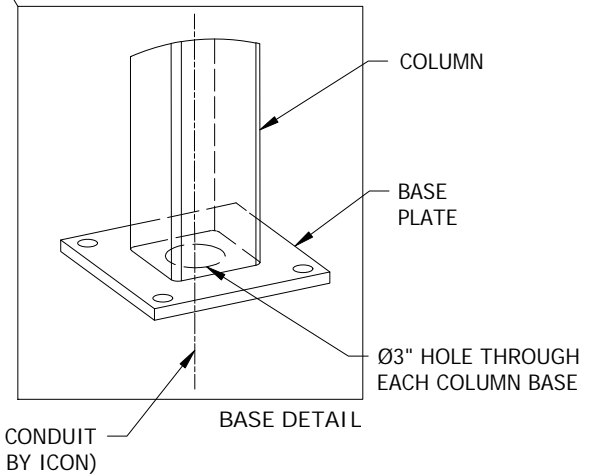
IF REQUIRED, PLEASE DRAW THE NECESSARY ELECTRICAL CONDUIT PATHWAY ON THE FRAME SHEET OF THIS PRELIMINARY.



ICON PROVIDES A MINIMUM OF (1) 3/4" HOLE AT EACH CONNECTION FOR 1/2" CONDUIT. IF APPLICABLE, PLEASE SPECIFY REQUIRED CONDUIT SIZE: (CHARGES APPLY)

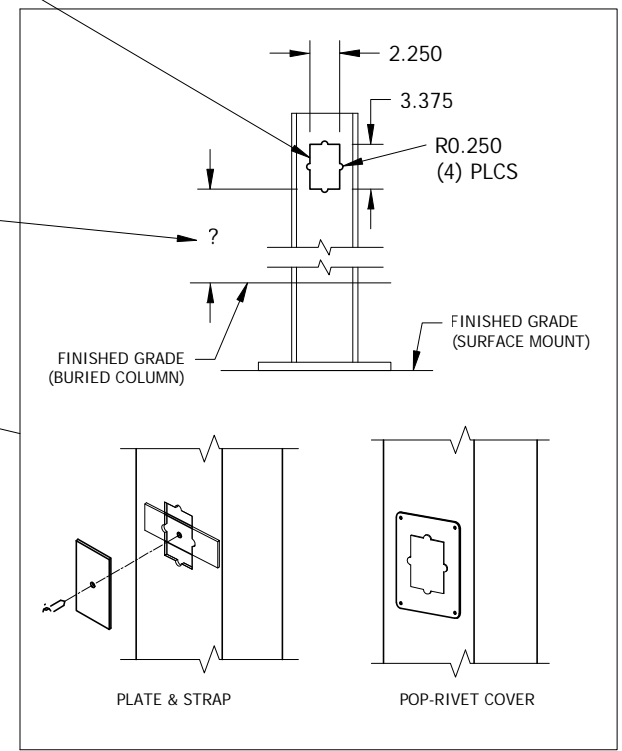
- 3/4" CONDUIT (1" HOLES)
- 1" CONDUIT (1 1/4" HOLES)
- OTHER (PLEASE SPECIFY)

CONDUIT PATHWAY PROVIDED FOR EACH COLUMN.



- (1) STANDARD CUTOUT SIZE SHOWN. SPECIFY IF OTHER SIZE REQUIRED.
- (2) CUTOUTS WILL BE ON INSIDE FACE OF COLUMN UNLESS OTHERWISE INDICATED ON FRAME SHEET.
- (3) SPECIFY HEIGHT ABOVE FINISHED GRADE FOR EACH CUTOUT AS SHOWN

OPTIONAL CUTOUTS
 USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED CUTOUT LOCATIONS (CHARGES APPLY) SEE REQUIRED INFO BELOW



- (4) COVER PLATES PROVIDED UPON REQUEST (CHARGES APPLY) PLEASE SPECIFY TYPE AND QUANTITY REQUIRED:
- PLATE & STRAP
 - POP-RIVET COVER PLATE
- HOW MANY REQUIRED? _____

NOTE: BUILDING DEPICTED ON THIS SHEET FOR ILLUSTRATION PURPOSES ONLY. ACTUAL LAYOUT AND FRAME MEMBER QUANTITIES VARY BY DESIGN. PLEASE REFER TO ELEVATION AND FRAME SHEETS IN THIS PRELIMINARY FOR ORDER-SPECIFIC CONFIGURATION.

DRAWN BY:	MH
DATE:	3/28/2024
PRELIMINARY ID:	85145
REVISION:	A
BUILDING TYPE:	AT6X25.66K
PROJECT NAME:	



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Village Board
<u>MEETING DATE:</u>	July 2, 2024
<u>SUBMITTED BY:</u>	Patrick Knapp AICP, Community Development Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Founders' Days Celebration at Ted Spella Park and Towne Park, Public Event/Entertainment License – July 25 to July 28, 2024

ACTION REQUESTED:

Daniel Barton, on behalf of the Algonquin Founders' Day Inc. organization, is seeking approval of a public event/entertainment license for the 65th Annual Algonquin Founders' Days Festival and Parade. Founders' Days will begin on Thursday, July 25th in downtown Algonquin with a cardboard boat regatta in Riverfront Park and will then move to the Towne Park parking lot with a car show and Beer Fest/Tasting that will also include a live band. Founder's Days will then move to Spella Park from Friday, July 26th to Sunday, July 28th, and will include a stage, live bands, a social garden, food vendors, children's games, and other social activities. There will also be a parade downtown on Saturday and a Founders' Run at Algonquin Middle School on Sunday.

The applicant has applied for five (5) temporary banners located at the southeast and southwest corners of Randall Road and Algonquin Road, Randall Road in front of America's Antique Mall, and the northeast and southwest corners of Randall Road and Harnish Road.

Mr. Barton is also seeking a waiver of the Public Event License Fee of \$50/day.

DISCUSSION:

Staff has reviewed the request and recommends approval with the following conditions outlined below.

RECOMMENDATION:

Approval is contingent upon the following:

- The Applicant shall schedule additional meetings with the appropriate Village Staff to discuss the logistics of the festival (both downtown and Spella Park), the cardboard boat regatta, the parade, the fireworks, and the Founder's Run;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator; The required electrical, stage, and fire inspections shall be allowed to be conducted by Village and Fire Department staff;
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- Public Event License Fees must be paid prior to the event unless they are waived by the Village Board;

- PD, PW, and the fireworks contractor shall have access to and control of the launch site of any fireworks at the event and shall reserve the right to relocate the launch site or cancel due to drought conditions;
- A Special Event Permit to sell alcohol must be obtained from the Village and State Liquor Commissioners;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- The Algonquin Founders’ Days Festival Committee shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;
- The five (5) temporary banners shall not be installed more than 30 days prior to the event and taken down the day after. A temporary sign permit shall be required;
- All carnival employees shall complete a background check with the Algonquin Police Department.

ATTACHMENTS:

- Public Event License Application
- 2024 Founder’s Days Downtown Site Layout
- 2024 Founders’ Days Spella Park Site Layout

Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION



In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to Diane LaCalamita at the Ganek Municipal Center (2200 Harnish Drive or dlacalamita@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: 64th Annual Algonquin Founders' Days Festival and Parade

Sponsoring Organization:

Name: Algonquin Founders' Days Inc. Contact Name: Daniel Barton
Address: P.O. Box 101
City, State, ZIP: Algonquin, IL 60102
Phone: 847-242-1589
Email: info@algonquinfoundersday.com

Event Coordinator:

Name: Daniel Barton
Home Address: [REDACTED]
City, State, ZIP: [REDACTED] Algonquin, IL 60102
Phone: [REDACTED]
Email: [REDACTED]

Event Information:

Describe the Nature of the Event: Local community festival with a stage, live bands, social garden, food vendors, childrens games, car show, and other social activities. Fireworks

New Event _____ Repeat Event Yes If repeat, will anything be different this year? _____

The difference this year is that we will be hosting the band and carshow Downtown Algonquin. We will also be looking at setting up a brewfest as well.

Site Address: Spella Park and Main Street

Date(s) and Time(s) of the Event: Thursday July 25th at 5:00 pm to Sunday July 31st at 11:00 pm

Rain Date(s), if applicable: _____

Set-Up Date/Time: Tuesday 10:00 a.m.

Maximum Number of Attendees/Participants Expected: 10000 per day

Admission Fee: Yes _____ No _____ If Yes, list fee(s) to be charged:

How will the revenue be used (include donations to non-profit or charitable organizations): The funds go to

supporting the Festival for next year.

Event Website: algonquinfundersdays.com

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: Algonquin Founders' Days Inc. Volunteers.

Dan Barton President [redacted]
[redacted]

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: Algonquin Founders' Days has secured parking in the JcPenny parking lot. We have also applied for parking at Jacobs H.S. and have secured parking at the Target parking lot. We will be discussing handicap parking at the library. We will rely on the village streets and other lot around Main St for parking.

Will there be a need for road closures? Yes No If Yes, please explain:

We will need Main Street closed for the parade and Thursday night.
Any closures to the discretion of the Algonquin Police Department.

Are you requesting Algonquin Police Officer(s) presence? Yes No If Yes, to perform what function?

To assist however they believe is necessary

Do you want a fire truck or ambulance present? Yes No If Yes, for what hours and to perform what function? To assist however they believe is necessary

Are you wishing to post temporary sign(s) announcing the event? Yes No If Yes, please describe desired size, location and date(s) that the signage will be displayed: _____

We will work close in hand with the village but will use the typical Algonquin Founders' Days Inc, locations.

Do you wish to serve alcoholic beverages? Yes No

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes No
If Yes, attach a copy of the policy.

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes No
If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: _____

Please see the attached schedule. The entertainment is the same as the Algonquin Founders' Days Festival line up.

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): Founders' will use portable toilets and hand washing stations, electricity, and tents. We will use dumpsters and volunteers for clean up.

Do you plan on holding a raffle during this event? Yes _____ No _____
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Dan Barton
On-site contact's cell number: [REDACTED]
On-site contact's work number: Same
On-site contact's home number: Same

Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

[REDACTED]

4/10/2024
Date

Dan Barton
Printed Name of Applicant

Thursday July 25th

3:00PM CARDBOARD BOAT REGATTA REGISTRATION (RIVERFRONT PARK)

4:00PM CARDBOARD BOAT REGATTA BUILDING BEGINS (RIVERFRONT PARK)

5:00PM FOUNDERS' GATES OPEN Main Street Algonquin

5:00PM-10:00PM Car Show

6:00PM CARDBOARD BOAT RACE BEGINS (RIVERFRONT PARK)

5:00PM-9:30PM Founders Brewfest Corner of Main and 62

6:30PM OPENING CEREMONIES Corner of Main and 62

7:00PM JOHNNY RUSSLER AND THE BEACH BUM BAND Corner of Main and 62

9:00PM Last Brewfest Ticket Sold

9:30PM Brewfest Closes

10:00PM FOUNDERS' GATES CLOSE

FRIDAY JULY 26th

5:00PM FOUNDERS' GATES OPEN

5:00PM Best Band Nominee

5:00PM-10:30PM SOCIAL GARDEN OPENS

5:00PM-11:00PM TASTE OF FOUNDERS'

5:00PM-9:00PM DESIGNATED DRIVER PROGRAM

6:00PM BAGS TOURNAMENT

6:30PM Band Rok Brigade

8:30PM Band 7th Heaven

10:00PM SOCIAL GARDEN LAST CALL

10:30PM SOCIAL GARDEN CLOSES

11:00PM FOUNDERS' GATES CLOSES

SATURDAY JULY 27th

11:00AM Algonquin Founders Days Goes To the Movies Parade (MAIN STREET)

3:00PM FOUNDERS' GATES OPEN

3:00PM-10:30PM SOCIAL GARDEN OPENS

3:00PM-11:00PM TASTE OF FOUNDERS'

3:00PM-10:00PM DESIGNATED DRIVER PROGRAM

3:30PM PARADE WINNERS ANNOUNCED

4:00PM BAGS TOURNAMENT BEGINS

4:30PM Band Focal Point

6:00PM Band Hair Bangers Ball

8:30PM Band Arra

9:30 PM SOCIAL GARDEN LAST CALL

10:30PM SOCIAL GARDEN CLOSES

11:00PM FOUNDERS' GATES CLOSE

SUNDAY JULY 28th

7:00AM FOUNDERS' RUN CHECK-IN (ALGONQUIN MIDDLE SCHOOL)

8:00AM FOUNDERS' RUN – 1 MILE

8:30AM FOUNDERS' RUN – 10K, 5K

8:40AM FOUNDERS' 5K WALK

11:00AM FOUNDERS' GATES OPEN (SPELLA PARK)

11:00AM-4:00PM VENDOR MARKET & BAZAAR

11:00AM-3:00PM CHILDREN'S GAMES SPONSORED

11:00AM-9:00PM TASTE OF FOUNDERS'

12:00PM Baking Contest

3:00PM Best Band Nominee

4:30PM Band Jimmy Nick and Don't Tell Mama

7:00PM Band Pino Farina Band

8:30PM SOCIAL GARDEN LAST CALL

9:00PM SOCIAL GARDEN CLOSES

9:15PM Fireworks

10:00PM FOUNDERS' GATES CLOSE



BEER VENDORS

STAGE

PORTA-POTTIES

FIRE ACCESS TO THESE HOUSES MUST BE MAINTAINED

CAR SHOW

BARRICADE

PORTA-POTTIES

CAR SHOW

ADA PARKING

