

**Village of Algonquin
Village Board Meeting
September 3, 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. TRAFFIC SAFETY CHALLENGE AWARD PRESENTATION**
- 6. AUDIENCE PARTICIPATION**
(Persons wishing to address the Board, must register with the Village Clerk prior to call to order.)
- 7. VILLAGE OF ALGONQUIN PROCLAIMS SEPTEMBER AS SUICIDE PREVENTION AWARENESS MONTH**
- 8. 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) Liquor Commission Special Meeting Held August 20, 2024
 - (2) Village Board Meeting Held August 20, 2024
 - (3) Committee of the Whole Meeting Held August 20, 2024
- 9. 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 Section 21.10-G, B-P Business Park District (B-P District) of the Algonquin Zoning Ordinance
 - B. ADOPT RESOLUTIONS:**
 - (1) Adopt a Resolution Accepting and Approving an Agreement with HR Green, Inc. for the Sandbloom Road Improvement Project Phase I Engineering in the Amount of \$319,677.00
 - (2) Adopt a Resolution Accepting and Approving an Agreement with Visu-Sewer of Illinois for the 2024 Sewer Lining Project in the Amount of \$616,859.00
 - (3) Adopt a Resolution Accepting and Approving an Agreement with Stanton Mechanical for the Wastewater Treatment Plant IPS Building Exhaust Fan EF-403 in the Amount of \$10,841.00
 - (4) Adopt a Resolution Accepting and Approving an Agreement with Stanton Mechanical for the Wastewater Treatment Plant IPS Building Cooling System Replacement in the Amount of \$26,576.00
 - (5) Adopt a Resolution Accepting and Approving an Agreement with Stanton Mechanical for the Wastewater Treatment Plant Scada Room Furnace and A/C Replacement in the Amount of \$12,812.00
- 10. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
- 11. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
 - A.** List of Bills Dated September 3, 2024 totaling \$1,959,816.88
- 12. COMMITTEE OF THE WHOLE:**
 - A. COMMUNITY DEVELOPMENT**
 - B. GENERAL ADMINISTRATION**
 - C. PUBLIC WORKS & SAFETY**
- 13. VILLAGE CLERK'S REPORT**
- 14. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 15. CORRESPONDENCE**
- 16. OLD BUSINESS**
- 17. EXECUTIVE SESSION:** If required
- 18. NEW BUSINESS**
 - A.** Pass a Resolution Accepting and Approving an Intergovernmental Agreement with McHenry County Sheriff SWAT Team for Mutual Aid
 - B.** Approve a Public Event License for St. Margaret Mary School's Oktoberfest September 14 from 2:00pm – 10:30pm and September 15, 2024 from 11:30 am-4:30pm, Allowing Live Music, Food Vendors and Waiving of the \$50 Public Event License Fee
 - C.** Approve a Public Event License for the Algonquin Lions Foundation/Village Vintner Wine/Beer Tasting Event on September 7, 2024, and Waiving the Event License Fee of \$50.
 - D.** Pass an Ordinance Annexing Territory North of the Intersection of Longmeadow Parkway and Stonegate Road, Commonly Known as the Algonquin Meadows Crescent, to the Village of Algonquin in Kane County, Illinois
 - E.** Pass an Ordinance Granting Zoning Upon Annexation and Approving a Plat of Dedication for Certain Property North of the Intersection of Longmeadow Parkway and Stonegate Road, Commonly Known as the Algonquin Meadows Crescent
 - F.** Pass an Ordinance Approving a Final Plat of Subdivision and a Final Planned Development for Certain Property North of Longmeadow Parkway, West of Westfield School, East of Randall Road, and South of Willoughby Farms Phase 3C/Willoughby Farms Park, Commonly Known as Algonquin Meadows
- 19. ADJOURNMENT**



VILLAGE OF ALGONQUIN

PROCLAMATION

SEPTEMBER IS NATIONAL SUICIDE PREVENTION AWARENESS MONTH

WHEREAS; September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS; According to the CDC, more than 50,000 Americans died by suicide in 2023; and

WHEREAS; Suicide is the 2nd leading cause of death among people aged 10-14, the 3rd leading cause of death among those aged 15-24 and the 12th leading cause of death overall in the U.S.; and

WHEREAS; Algonquin, Illinois is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS; local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, be it resolved that I, "Debby Sosine", do hereby proclaim the month of September 2024, as National Suicide Prevention Awareness Month in the Village of Algonquin.

Dated this 3rd day of September, 2024

(Seal)

Debby Sosine, Village President

Attest: _____

Fred Marin, Village Clerk



Minutes of the Village of Algonquin
Special Liquor Commission Meeting
Held in Village Board Room on August 20, 2024

1. Roll Call: Commissioner Sosine called the meeting to order at 7:20 pm and requested Village Clerk, Fred Martin to call the roll.

Commission Members Present: Jerry Glogowski, Maggie Auger, Laura Brehmer, Brian Dianis, John Spella, and Bob Smith.
(Quorum established)

Staff in Attendance: Tim Schloneger, Village Manager; Nadim Badran, Public Works Director; Dennis Walker, Police Chief; Patrick Knapp, Community Development Director; Jacob Uhlmann, Management Intern; and Kelly Cahill, Village Attorney.

2. Public Comment:
None

3. Approve a Class A-1 Liquor Licenses for Juan Figueroa Enterprises, Inc. (dba) Buena Vista Mar Y Tierra, 220 North Harrison Street, Algonquin

It was the consensus of the Commission to approve the license

4. Approve a Class F Liquor License for Keing Corporation (dba) Chicago Ramen Algonquin, 1644 S. Randall Road, Algonquin

It was the consensus of the Commission to approve the license upon review and approval of the Police Department's Liquor Compliance Team

5. Adjournment:

There being no further business, Commissioner Sosine adjourned the meeting at 7:38 p.m.

Submitted: _____
Fred Martin, Village Clerk



MINUTES OF THE REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF AUGUST 20, 2024
HELD IN THE VILLAGE BOARD ROOM

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

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

Staff in Attendance: Tim Schloneger, Village Manager; Nadim Badran, Public Works Director; Dennis Walker, Police Chief; Patrick Knapp, Community Development Director; Jacob Uhlmann, Management Intern; and Kelly Cahill, Village Attorney.

PLEDGE TO FLAG: Visiting Boy Scout Alexander Barnes led all present in the Pledge of Allegiance.

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

AUDIENCE PARTICIPATION:
None

PROCLAMATION:
VILLAGE OF ALGONQUIN PROCLAIMS THE FIRST WEEK OF SEPTEMBER PAYROLL WEEK
Clerk Martin read the proclamation into the record

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

A. APPROVE MEETING MINUTES:

- (1) Village Board Special Meeting Held August 6, 2024
- (2) Committee of the Whole Meeting Held August 13, 2024

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

Moved by Spella, seconded by Dianis 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-32**) Amending Chapter 33, the Number of Available Liquor Licenses

B. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution (**2024-R-107**) Accepting and Approving an Intergovernmental Boundary Agreement with the Village of Gilberts
- (2) Adopt a Resolution (**2024-R-108**) Accepting and Approving an Agreement with Sutton Ford for the Purchase of Five (5) 2024 Ford F250 Trucks in the Amount of \$256,723.00
- (3) Adopt a Resolution (**2024-R-109**) Accepting and Approving an Agreement with Knapheide Truck Equipment for the Purchase of Plows and Liftgate Equipment in the Amount of \$56,665.00

- (4) Adopt a Resolution **(2024-R-110)** Accepting and Approving an Agreement with Standard Industrial & Automotive Equipment for the Inground Lift Repairs in the Amount not to Exceed \$64,000.00
- (5) Adopt a Resolution **(2024-R-111)** Accepting and Approving an Agreement with Burke, LLC. for the Design-Build Contract for the Downtown Streetscape - Harrison and Washington Parking Lots Project in the Amount of \$1,440,743.00

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

DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA:
 None

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills and payroll expenses for payment in the amount of \$4,360,037.48

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL	341,526.04
02	CEMETERY	2,577.50
03	MFT	44,352.96
04	STREET IMPROVEMENT	1,248,001.82
05	SWIMMING POOL	4,311.53
06	PARK IMPROVEMENT	1,410,208.54
07	WATER & SEWER	105,827.22
12	WATER & SEWER IMPROVEMENT	49,886.99
16	DEVELOPMENT FUND	443,415.32
26	NATURAL AREA & DRAINAGE IMPROV	11,525.00
28	BUILDING MAINT. SERVICE	21,764.44
29	VEHICLE MAINT. SERVICE	21,423.53
TOTAL ALL FUNDS		3,704,820.89

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

COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

1. Approve a Public Event Permit for the Algonquin-Lake in the Hills Chamber of Commerce Wine Walk at the Algonquin Commons on September 28, 2024 and Waiving the Consumption of Alcohol Restriction for Evolve Chiropractic Algonquin Commons - 1946 S Randall Rd, Pvolve Algonquin - 1732 S Randall Rd, The North Group Collective I Compass - 1632 S Randall Rd, Apricot Lane Boutique - 1954 S Randall Rd, HOTWORX - 1722 S Randall Rd, European Wax Center - 1952 S Randall Rd, and Options Medical Weight Loss - 1636 S Randall Rd from 2:00 p.m. through 5:00 p.m. During the Event and Waiving the Event License fee of \$50

Moved by Glogowski second by Auger to approve a Public Event Permit for the Algonquin-Lake in the Hills Chamber of Commerce Wine Walk at the Algonquin Commons on September 28, 2024 and Waiving the Consumption of Alcohol Restriction for Evolve Chiropractic Algonquin Commons - 1946 S Randall Rd, Pvolve Algonquin - 1732 S Randall Rd, The North Group Collective I Compass - 1632 S Randall Rd, Apricot Lane Boutique - 1954 S Randall Rd, HOTWORX - 1722 S Randall Rd, European Wax Center - 1952 S Randall Rd, and Options Medical Weight Loss - 1636 S Randall Rd from 2:00 p.m. through 5:00 p.m. During the Event and Waiving the Event License fee of \$50

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

2. Approve a Public Event Permit for the St. Vincent DePaul; Friends of the Poor Walk on September 21, 2024 from 8:00 am – 9:00 am and Waiving the Event License Fee of \$50

Moved by Glogowski second by Auger to approve a Public Event Permit for the St. Vincent DePaul; Friends of the Poor Walk on September 21, 2024 from 8:00 am – 9:00 am and Waiving the Event License Fee of \$50

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

B. GENERAL ADMINISTRATION

1. Approve the Are You Ready for it? “A Taylor Experience” Event, Friday, September 20 located in Spella Park from 6:00-8:00pm and Authorizing Live Music, as well as Vendors and Food Trucks to Sell their Product During the Event

Moved by Glogowski second by Auger to approve the Are You Ready for it? “A Taylor Experience” Event, Friday, September 20 located in Spella Park from 6:00-8:00pm and Authorizing Live Music, as well as Vendors and Food Trucks to Sell their Product During the Event

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

2. Approve the Algonquin Kite Festival Event Sunday, September 29 located at Spella Park from 11:00-3:00pm Authorizing Amplified Music and Food Trucks to Sell their Product During the Event

Moved by Glogowski second by Auger to approve the Algonquin Kite Festival Event Sunday, September 29 located at Spella Park from 11:00-3:00pm Authorizing Amplified Music and Food Trucks to Sell their Product During the Event

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

3. Approve the Trick or Treat Trail Event, Saturday, October 19 located on Main Street from 4:00 pm to 6:00 pm and Authorizing Street Closure beginning at Noon

Moved by Glogowski second by Dianis to approve the Trick or Treat Trail Event, Saturday, October 19 located on Main Street from 4:00 pm to 6:00 pm and Authorizing Street Closure beginning at Noon

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

4. Approve the Miracle on Main Event, Saturday, December 7 located on Main Street from 3:00 pm to 7:00 pm and Authorizing Street Closure beginning at Noon, Reindeer, Live Music and Entertainment

Moved by Glogowski second by Brehmer to approve the Miracle on Main Event, Saturday, December 7 located on Main Street from 3:00 pm to 7:00 pm and Authorizing Street Closure beginning at Noon, Reindeer, Live Music and Entertainment

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

C. PUBLIC WORKS & SAFETY

None

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

We have launched a custom chatbot on Algonquin.org to assist in improving resident engagement and streamline customer service. We have fine-tuned models that utilize unique access to Village information, codes, reports and databases to generate responses and explanations. Special thanks to Assistant to the Village Manager Matt Bajor for his work on the project.

COMMUNITY DEVELOPMENT:

Mr. Knapp:

None

POLICE DEPARTMENT:

Chief Walker:

Attended the Firefighter Ceremony Recognition, and also thanked all that helped and participated in the National Night Out

PUBLIC WORKS:

Mr. Badran:

Willoughby Farms project is nearing completion and is ahead of schedule, had a kick off meeting today with the McHenry County Department of Transportation regarding the shared Public Works site project.

CORRESPONDENCE:

None

OLD BUSINESS:

None

EXECUTIVE SESSION:

None

NEW BUSINESS:

None

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

Voice vote; all voting aye

The meeting was adjourned at 8:01PM.

Submitted:

Village Clerk, Fred Martin

Approved this 3rd day of September 2024

Village President, Debby Sosine



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On August 20, 2024
Village Board Room
2200 Harnish Dr. Algonquin, IL**

Trustee Glogowski, Chairperson, called the Committee of the Whole meeting to order at 8:01 p.m.

AGENDA ITEM 1: Roll Call to Establish a Quorum

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

A quorum was established

Staff in Attendance: Tim Schloneger, Village Manager; Nadim Badran, Public Works Director; Patrick Knapp, Community Development Director; Jacob Uhlmann, Management Intern; Dennis Walker, Chief of Police; and Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Public Comment

None

AGENDA ITEM 3: Community Development

Mr. Knapp:

A. Consideration of a Zoning Code Text Amendment to the B-P Business Park Zoning District

Mike Ritter of RSR LLC, the "Owner" and "Petitioner", applied for approval of a text amendment to Section 21.10 of the Algonquin Zoning Ordinance to extend the demolition timeframe for a nonconforming church in the B-P Business Parking Zoning District for three years.

The Planning and Zoning Commission reviewed the request at the August 12, 2024, Planning and Zoning Commission Meeting. No one from the public made comment during the Public Hearing.

After discussion, the Planning and Zoning Commission accepted (approved 6-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval for an amendment to Section 21.10.G B-P Business Park District, as outlined in the staff report for case PZ-2024-11 dated August 7, 2024.

The Zoning Ordinance allows for not more than one existing non-conforming church in the B-P Business Park Zoning District. The language in the code states that after three years from the passage of the Ordinance, the use of the property shall cease and the building shall be demolished.

This time frame has been extended several times and the Petitioner seeks to extend this timeframe an additional three years, subject to the structure being demolished before the end of the period. Staff recommends approval of amending Chapter 21: Zoning Ordinance of the Village Code to extend the legal nonconforming use of a church within the B-P Business Park Zoning District for a period of three years. This amendment will allow the existing church to exist for a maximum of three years while the current lessees search for a new location.

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

AGENDA ITEM 4: General Administration

None

AGENDA ITEM 5: Public Works & Safety

Mr. Badran:

A. Consider an Agreement with HR Green, Inc. for the Sandbloom Road Improvement Project Phase I Engineering

Presented is a proposal from HR Green, Inc. to provide a proposal for Phase I engineering services for Sandbloom Road from IL-62 (Algonquin Road) to the south limits of the Village. A map outlining the project limits is also included. The project is critical to enhancing Sandbloom Road, which serves as a key corridor in the Village. The length of this project is 1.2 miles. The preliminary scope includes converting the existing rural

cross-section into an urban section with curb and gutter, pavement reconstruction, replacing a failing culvert at Souwanas Creek, constructing a new bike path, drainage improvements, utility assessments, and pedestrian enhancements. Additionally, the proposal includes reviewing the State-owned intersection at IL-62 and Sandbloom Road to improve safety and pedestrian access.

The scope of HR Green's services in this proposal is as follows.

- Land surveying and data collection – topographic survey of the right-of-way, including a complete tree survey
- Wetland delineation and permitting with the Army Corp. (USACE)
- Geotechnical investigation: pavement cores, soil borings for the proposed path, borings for the proposed culvert replacement, and reporting per State requirements
- Project Development Report per State standards and requirements, including environmental, ecological, and historical impacts
- Structural engineering for proposed retaining walls and box culvert analysis
- Drainage report to convert open ditch cross-section to a closed drainage system
- Public outreach: a public informational meeting, several internal meetings and external meetings with IDOT, and the FHWA for design approval
- Develop preliminary plans for Village and State review/approval.

Due to the prodigious scope of this project, staff is proposing the need for outside funding including, Federal and State grant opportunities and contributions from the State for any intersection improvements at IL-62 and Sandbloom Road. With funding in mind, HR Green has proposed the preparation of reports and design standards that meet IDOT and Federal requirements.

HR Green has successfully completed design and construction oversight of the complicated Souwanas Trail and Schuett Street Improvements over the last five years. This project is also complex, and staff feels HR Green has the expertise and versatility to complete Phase I engineering for this project within the not-to-exceed amount of \$319,677.00.

Due to the need for outside funding and this project's complexity, staff anticipates the Phase I engineering portion of this project to span two full years. Staff has the necessary funds budgeted to start this project in FY24/25 and will recommend that the remaining amount be budgeted for FY25/26.

Summary

1. This agreement will allow HR Green to provide phase I engineering services for the Sandbloom Road Improvement project.
2. These services will be completed to Federal and State standards to allow the Village to pursue multiple grant funding opportunities.
3. HR Green successfully completed all complex Souwanas Trail project phases.
4. The proposed services will span two years and sufficient funds are available in the FY24/25 Street Fund to begin the project. The remainder will be recommended for the FY25/26 Street Fund budget.

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 agreement with HR Green to provide Phase I engineering services for the Sandbloom Road Improvement Project in the amount of \$319,677.00.

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

B. Consider an Agreement with Visu-Sewer of Illinois for the 2024 Sewer Lining Project

The Village has numerous sanitary sewer and sanitary manholes in need of rehabilitation. Many of these deficiencies can be addressed by lining which is far less disruptive and cost effective than digging them up for repairs. In order to take advantage of the best competitive pricing, staff elected to participate in a consortium bidding process. The Village of Algonquin, City of McHenry, and City of Harvard participated in the McHenry County Municipal Partnering Initiative (MPI), with McHenry acting as the soliciting agent. Participation in MPI's can typically lend themselves to better pricing as larger quantities are involved by combining the municipality's needs and allowing a contractor a bigger opportunity. The bid documents requested pricing for year 2024.

Algonquin requested pricing for 6,208 linear feet of 8" sanitary sewer and 1,528 vertical feet of manhole lining.

Bids opened on July 18, 2024 were: Insituform Technologies USA, LLC. \$1,361,686.00, Performance Pipelining, Inc. \$621,089.40, Visu-Sewer of Illinois \$616,859.00

Visu-Sewer is the lowest bidder combined for CIPP (Cured-in-Place-Pipe) Lining and Manhole Lining in the amount of \$616,859.00, over the amount budgeted (\$600,000.00) in the Water and Sewer Improvement Funds. Available funds can be found from the Huntington Standpipe project which came in approximately \$57,000 under the approved contract amount to cover the overage.

Thus, it is staff's recommendation that the Committee of the Whole recommend to the Village Board award of the 2024 Sewer Lining Contract to Visu-Sewer of Illinois in the amount of \$616,859.00.

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

C. Consider an Agreement with Stanton Mechanical for the Wastewater Treatment Plant IPS Building Exhaust Fan EF-403

It has been determined that IPS Exhaust fan EF-403 at the Wastewater Treatment Plant has reached the end of its useful life. The exhaust fan was installed in 2007 when the building was renovated. Over the past seventeen years, this unit has had many repairs. Staff recommends replacing the Exhaust Fan. Staff is recommending Stanton Mechanical Inc. to remove the old equipment and install a new exhaust fan for the sum of \$10,841. Funds for this project will be taken from the FY 24/25 Treatment Facility budget originally slated for lab A/C replacement. The lab A/C will be readdressed in the upcoming budget year.

1. The exhaust fan was installed seventeen years ago when the building was renovated.
2. Stanton Mechanical Inc. is a reputable company that has completed numerous high-quality HVAC related repairs and replacements.
3. Funds are available as we are revising the scope and rescheduling replacement of the lab A/C for next fiscal year.

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

D. Consider an Agreement with Stanton Mechanical for the Wastewater Treatment Plant IPS Building cooling system replacement

It has been determined that the cooling system for the IPS room at the Wastewater Treatment Plant has reached the end of its useful life. This unit was installed in 2007 when the building was renovated. Over the past fifteen years, due to the caustic environment this unit operates it has undergone many repairs. Staff recommends replacing the cooling system.

Staff is recommending Stanton Mechanical Inc. to remove the old equipment and install a new cooling system for \$26,576. Staff budgeted \$29,000 in the FY 24/25 budget.

1. The original cooling system was installed fifteen years ago when the building was renovated.
2. Stanton Mechanical Inc. is a reputable company that has completed numerous high-quality HVAC related repairs and installations.
3. \$26,576 is \$2424 below the amount budgeted in the FY24/25 budget.

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

E. Consider an Agreement with Stanton Mechanical for the Wastewater Treatment Plant Scada Room Furnace and A/C Replacement

It has been determined that the furnace and air conditioning for the Scada room at the Wastewater Treatment Plant has reached the end of its useful life. The furnace and air conditioning were installed in 2002 when the building was renovated. Over the past twenty-two years, these units have had many repairs.

Staff recommends replacing the furnace and air conditioning unit

Staff is recommending Stanton Mechanical Inc. to remove the old equipment and install new furnace and air conditioner for the sum of \$12,812. Funds for this project will be taken from the FY 24/25 Treatment Facility budget originally slated for lab A/C replacement. The lab A/C will be readdressed in the upcoming budget year.

1. The furnace and air conditioning were installed twenty-two years ago when the building was renovated.
2. Stanton Mechanical Inc. is a reputable company that has completed numerous high-quality HVAC related repairs and replacements.
3. The funds are available as we are revising the scope and rescheduling replacement of the lab A/C for next fiscal year.

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

AGENDA ITEM 6: Executive Session
None

AGENDA ITEM 7: Other Business
None

AGENDA ITEM 8: Adjournment
There being no further business, Chairperson Glogowski adjourned the meeting at 8:10 p.m.

Submitted: _____
Fred Martin, Village Clerk

ORDINANCE NO. 2024 – O - _____

AN ORDINANCE AMENDING SECTION 21.10-G, B-P BUSINESS PARK DISTRICT (B-P DISTRICT) OF THE ALGONQUIN ZONING ORDINANCE

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

WHEREAS, the Village of Algonquin has been requested by a petition submitted by Mike Ritter RSR LLC, to approve a text amendment to section 21.19-G; and

WHEREAS, the Algonquin Planning and Zoning Commission, after due notice in the manner provided by law, held a public hearing on August 12, 2024; and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, accepted the findings of fact outlined in the staff report for Case No. PZ-2024-11 and recommended approval of said text amendment; and

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

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: Paragraph 4 in Section 21.10-G, Nonconforming Use, of the Algonquin Zoning Ordinance, shall be amended to read as follows:

4. **Nonconforming Use.** Notwithstanding the provisions of Section 21.14 herein, not more than one church may be allowed within the B-P District, within an existing church building, subject to the following provisions:
 - a. The church must be in a building that was clearly constructed as a church and that existed prior to the B-P District zoning of the subject property;
 - b. The church building shall not be expanded or enlarged in any fashion;
 - c. The building and property must otherwise comply with all Village code requirements;
 - d. If the building is rented, leased, or sold, the owner shall disclose the provisions of this Section and provide a letter of awareness stating the same to the Village, signed by the owner and any buyer, lessee, or tenant, that shall be a prerequisite to any occupancy permit for the building;
 - e. These provisions are applicable for a period of not more than three years from the date of adoption of this amendment by Ordinance 2024-0-___ (September

3, 2024); and

- f. Prior to the end of said three-year period, the use of the property as a church shall cease and the building shall be demolished. If any church use ceases for a period of six months or more prior to the expiration of the three-year period, no church use shall be re-established and the building shall be demolished.

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: _____



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 HR Green, Inc. for the Sandbloom Road Improvement Project Phase I Engineering in the Amount of \$319,677.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



PROFESSIONAL SERVICES AGREEMENT

For

**Village of Algonquin
Sandbloom Road - Phase I Engineering**

Mr. Clifton V. Ganek, PE – Village Engineer
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Algonquin, IL 60102
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Reviewed / Approved by:
Anthony P. Simmons, PE – Regional Director

HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, Illinois 60050

HR Green Project No. 2304155

August 9, 2024

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



THIS **AGREEMENT** is between Village of Algonquin (hereafter “CLIENT”) and HR Green, Inc. (hereafter “COMPANY”).

1.0 Project Understanding

1.1 General Understanding

The project is located along Sandbloom Road from IL Route 62 (Algonquin Road) to the Village limits approximately 1,190 feet south of Teri Lane. See Exhibit A herein for a general project location map.

CLIENT desires Phase 1 Engineering services from a consultant prequalified with the Illinois Department of Transportation (IDOT) for the proposed improvements.

CLIENT intends to pursue outside funding participation for the proposed improvements, including potential State and Federal funds. Hence, engineering studies must follow guidelines of the National Environmental Policy Act (NEPA), Federal Highway Administration (FHWA), and IDOT policies, procedures, and standards.

The proposed Sandbloom Road project consists of the following elements:

- A. Roadway section conversion from rural (shoulders) to urban (curb and gutter) between IL 62 and Souwanas Trail with a closed drainage system
- B. Pavement reconstruction
- C. Replacement of the Souwanas Creek culvert beneath Sandbloom Road
- D. New bike path between Ryan Parkway and Souwanas Trail
- E. Potential right turn lane on the south leg of Sandbloom Road at IL 62
- F. New crosswalks at the signalized intersection with IL 62
- G. Crosswalk enhancement at the intersection with Compton Drive
- H. Sidewalk connections along the west side of the roadway
- I. Potential water main replacement

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT BDE Manual and policies and procedures for intersection improvements and pedestrian facilities at IL 62
- B. Applicable sections of IDOT BLRS Manual Chapter 20 for special environmental studies
- C. IDOT BLRS Manual Chapter 21 for public involvement programs
- D. IDOT BLRS Manual Chapter 22 for project development – federal funds
- E. IDOT BLRS Manual Chapter 33 for geometric design of existing highways
- F. IDOT BLRS Manual Chapter 41 for pedestrian accommodations on Sandbloom Road outside of the IL 62 ROW
- G. AASHTO Guide for the Development of Bicycle Facilities
- H. McHenry County Stormwater Management Ordinance, including CLIENT-adopted amendments
- I. Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways



It is assumed IDOT will process the project as a Categorical Exclusion Group I and require the completion of the Project Development Report (PDR).

It is assumed the improvements will be constructed entirely within the existing right-of-way (ROW); therefore, Plats of Highway and ROW Acquisition services are not included.

Army Corps permitting, if applicable, will be completed during Phase 2 Engineering.

There are no street or pedestrian lighting improvements being considered.

Detailed ADA sidewalk ramp grading plans will be required at IL 62. All other sidewalk ramp grading plans will be deferred to Phase 2 Engineering.

IDOT will require review and approval of the detour plan during Phase 1 Engineering.

Traffic studies, abbreviated surveying services, and grant writing services are being performed under a separate agreement between CLIENT and COMPANY.

Scope of services performed by the COMPANY shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

2.0 Scope of Services

COMPANY is the prime consultant providing the engineering services to CLIENT for the Sandbloom Road improvements and, as such, all services will be provided through COMPANY. Section 2 is narrated accordingly, though certain tasks may be performed by another or multiple members of the consultant team. The consultant team includes COMPANY and Midland Standard Engineering & Testing, Inc. Section 5 provides a listing of responsibilities for each firm.

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Land Surveying

A. Right of Way Survey

COMPANY will recover existing right of way (ROW) evidence including approximately 6,100 feet or 1.2 miles of Sandbloom Road from the north line of IL Route 62 (Algonquin Road) to the Village limits approximately 1,190 feet south of Teri Lane located in Algonquin, Illinois. COMPANY will calculate the existing ROW as shown on provided plats of subdivision and plat of dedication/ROW maps to include on the base map.

B. Topographic Survey

Roadway survey will be taken at 50-foot cross-section intervals extending ten (10) feet outside the ROW within the survey limits identified above. The survey will include existing visible features and improvements including topography and improvements. Existing utilities and wetland limits will be surveyed from visible flags or markings. Storm sewer, sanitary sewer, and water main structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes. Trees having a

diameter of six (6) inches or greater within the project limits specified above will be located. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83(2011) and NAVD88 (US Survey Feet).

C. Hydrographic Survey

Channel cross-sections of Souwanas Creek will be surveyed at the upstream and downstream face of the roadway culvert and at distances of 100 feet, 500 feet, and 1,000 feet upstream and downstream. The thalweg will be surveyed every 100 feet within these limits. The lowest adjacent grade (LAG) may be obtained on up to five (5) structures as identified in the hydraulic analysis.

D. Topographic Survey Base Map

COMPANY will generate a MicroStation Open Roads Designer (ORD) drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within the project limits according to IDOT standards. The topographic survey base map will show tags to existing visible utilities and features, where appropriate.

E. Tree Survey

Trees having a DBH of 4 inches or greater within the project area or trees outside of the project area that could be impacted by root zone disturbance will be surveyed. Species, DBH, and general condition will be noted in the tree survey. It is assumed that the tree survey will occur at the same time as the wetland delineation.

2.2 Data Collection and Review

COMPANY will gather and review available materials applicable for this Scope of Services.

These materials include the following:

1. Existing plans and/or televising reports depicting the existing culvert and/or associated retaining walls, if any.
2. CLIENT utility atlas maps, GIS format preferred.
3. CLIENT asset management reports.

2.3 Wetlands

A. Waters of the United States and Wetlands

A wetland delineation will be conducted and report prepared to delineate the stream segments and potential wetlands within the project area. Wetland delineation will follow methods outlined in the Corps of Engineers Wetlands Delineation Manual and applicable supplement and include a Floristic Quality Assessment for each delineated wetlands. Wetland delineations are generally conducted from April 15th to October 15th.

B. Section 404 Joint Application

COMPANY will coordinate Nationwide (NWP) 14 through the Joint Application process with the US Army Corps of Engineers (USACE). Impacts to jurisdictional wetlands (Waters of the United States) are anticipated to be under 0.5 acres, thereby making NWP 14 applicable. If impacts should be greater than 0.5 acres, an Individual Permit will be

required, which would be deferred to Phase 2 Engineering. Isolated wetland impacts are not anticipated.

If applicable, COMPANY will identify potential mitigation bank locations for the required wetland and/or stream mitigation via the purchase of credits. The mitigation credits required will be determined based on the wetland quality, the acres impacted, the mitigation bank location and the mitigation ratios applied by USACE. It is assumed that any costs to purchase mitigation credits will be paid directly by CLIENT during the course of Phase 2 engineering.

2.4 Project Development Report (PDR)

During the Phase I study, it will be important to be consistent with the NEPA process such that any results or decisions made can be relied on during future phases should CLIENT receive a Federal grant award. The work will include Phase I Engineering tasks required for a Categorical Exclusion Group I with report (BLR 22211) that fulfills the requirements for processing and funding of the project by the CLIENT, IDOT, and the FHWA.

A. Environmental Survey Request (ESR)

COMPANY will prepare and submit an Environmental Survey Request (ESR) to IDOT for the review of cultural and biological resources, as well as special waste investigations. Biological, cultural, and special waste clearances will be required to obtain IDOT Phase I Engineering approval. The ESR will include aerial mosaics of the project limits, GIS shape files of the alignments and construction limits, land use maps, flood maps, and wetland maps.

The IDOT Bridge Bat Assessment form will be used to document the observations for bat habitat or presence due to tree removal and as the Souwanas Creek culvert is greater than four (4) feet in diameter. This will be submitted to IDOT as part of the biological review.

B. Special Waste

Special waste review within the State ROW at IL 62 will be conducted by IDOT.

CLIENT will be responsible for the special waste review for Sandbloom Road south of IL 62. Federal, state, and local databases will be reviewed using commercially available database search services. This information will be reviewed and site locations will be tabulated and compared to the IDOT BLR Manual search distance criteria and the project alternatives. A table will be included in the alternatives analysis with a summary narrative of the database review results. Site locations will be plotted on project maps and used to assess the potential for project impacts.

C. Preliminary Design Study (75%)

COMPANY will perform a field review to assess the effect of proposed improvements with the existing conditions. Two (2) staff members of the COMPANY will attend the field exam. Eight (8) total hours have been allotted for the preparation, field review, travel,

documentation and archiving the results (consisting of notes, measurements, and photographs).

Roadway preliminary horizontal and vertical geometrics will be developed and transposed on 1" = 20' aerial maps along Sandbloom Road between IL 62 and the south Village limits to determine the impacts the improvements will have on the surrounding area (utilities, environment, residents, drainage, constructability, cost, etc.).

Multi-use path preliminary horizontal and vertical geometrics for the proposed multi-use path will be developed and transposed on 1" = 20' aerial maps along Sandbloom Road between Ryan Parkway and Souwanas Trail to determine the impacts the improvements will have on the surrounding area (utilities, environment, residents, drainage, constructability, cost, etc.), and ADA suitability.

New sidewalk connections will be reviewed with CLIENT and horizontal geometrics developed at 1"=20' scale during Phase I engineering. New connections will seek to make logical connections between existing sidewalk 'dead ends'. New crosswalks will be studied at the Sandbloom Road intersections with IL 62 and Compton Drive. Traffic signals at IL 62 will control pedestrian movements, while pedestrian activated flashing signs and/or beacons will be considered at the Compton Drive intersection.

IDOT will require detailed sidewalk grading plans at 1" = 10' scale along IL 62 as part of the Phase I studies. COMPANY has included the design of three (3) sidewalk ramps at IL 62. Sidewalk ramp design for the other intersections/crosswalks along Sandbloom Road will be deferred to Phase II engineering.

Preliminary cross-sections will be developed at fifty-foot (50') intervals throughout the project to establish construction limits, determine environmental or property impacts (if any), and assist with the development of the construction cost estimate.

COMPANY will also develop existing and proposed typical sections and a Preliminary Opinion of Probable Cost.

COMPANY will review available crash data and prepare collision diagrams.

COMPANY will obtain utility atlas data and include the utility facilities within the PDR and survey base map drawing.

COMPANY will integrate the project data and engineering studies in a Phase I Engineering report that meets IDOT requirements. The Phase I Engineering report and necessary attachments will be submitted to the CLIENT and IDOT for approval. The report will show the improvements are consistent with CLIENT, IDOT, and FHWA objectives and will be designed and constructed in accordance with IDOT policies and criteria. The report will include documentation of the Phase I Engineering study and required attachments to receive IDOT approval.

Design peer reviews will be performed by the COMPANY prior to all milestone submittals to the CLIENT.

D. Final Design Study (100%)

COMPANY will prepare the final Phase I Engineering plan and profile drawings, typical sections, EOPC, and study report.

Design peer reviews will be performed by the COMPANY prior to all milestone submittals to the CLIENT.

2.5 Structural Engineering

The proposed Sandbloom Road project includes the replacement of the existing culvert at Souwanas Creek and associated retaining wall(s) adjacent to the new culvert to limit impacts to adjacent properties and natural resources such as wetlands.

COMPANY will study various retaining wall types most applicable to the planned improvements and soil conditions. The study will include a determination of wall length and height, and wall cost estimates. The retaining wall TS&L will be submitted to the IDOT Bridge Office. IDOT Bridge office review of the new culvert TS&L will not be required as the span will be less than twenty feet (20').

A. Retaining Wall Type Study

COMPANY will complete the following tasks as part of the retaining wall type study:

1. Develop and evaluate up to three (3) retaining wall alternatives. The alternatives evaluated will include a conventional cast in place concrete T-type wall, soldier pile wall, and sheet pile wall.
2. Prepare a Technical Memorandum summarizing the alternatives evaluated and recommend a preferred alternative. The preferred alternative will consider constructability, impacts, and cost.
3. Develop a Type, Size, and Location (TS&L) type drawing based on the preferred retaining wall type selected by CLIENT.
4. Design peer reviews will be performed by the COMPANY prior to all milestone submittals to the CLIENT.

B. Preliminary Culvert Design

COMPANY will complete the following tasks as part of the retaining wall type study:

1. Perform geometric design of the proposed culvert including end section type and location.
2. Prepare Type, Size, and Location (TSL) drawing depicting the general plan, elevation and cross-section of the proposed culvert.
3. Design peer reviews will be performed by the COMPANY prior to all milestone submittals to the CLIENT.

2.6 Drainage Engineering

A. Roadway Drainage

CLIENT desires to convert the Sandbloom Road corridor from a shoulder and ditch section to curb and gutter with a closed drainage system. COMPANY will prepare a drainage report for the proposed improvement of Sandbloom Road. The drainage report will be prepared based on CLIENT, IDOT and FHWA Standards. The report will be in the format of an IDOT Location Drainage Technical Memorandum (LDTM) and will not be an IDOT Location Drainage Study. There are no regulatory floodplains within the project limits, although there is a flood prone area regulated under local ordinances. Detention throughout the improvement is not anticipated to be required since the new impervious area will remain below the 12.4 feet/mile of new impervious area allowed under local ordinances. Detention will be calculated for the area outletting to IL 62 to maintain existing release rates to IDOT's storm sewer system. The latest ISWS Bulletin #75 rainfall data will be used for hydrologic calculations.

1. Develop Existing Drainage Plan (EDP).
2. Perform outlet evaluation (qualitative). Five (5) outlets within the project limits.
3. Complete one (1) Drainage Investigation based on the ACEC Drainage Seminar 2024 for an identified drainage issue at the southwest corner of IL 62 and Sandbloom Road.
4. Six (6) minor culverts will be analyzed using HY-8 with rational method. The minor culvert analyses will include narratives as part of the LDTM, waterway information table, and the existing/proposed HY-8 models. A separate submittal will not be completed, the minor culvert analysis will be included in the LDTM as an Appendix. No major culvert analyses (existing/proposed opening > 7.5 square feet or tributary area > 20 acres) are anticipated.
5. Calculate water quality volume requirements based on McHenry County (Algonquin) Ordinance (required for 5 outlets).
6. Calculate detention volume to maintain existing release rates to IL 62 to comply with IDOT requirements. Detention volume will be calculated using the modified rational method based on the ACEC drainage seminar for one outlet at Illinois 62.
7. Storm sewer design and inlet spacing design using ORD.
8. Ditch/swale design and analysis using Mannings Equation in a ditch design spreadsheet.
9. Develop Proposed Drainage Plan (PDP).
10. Develop LDTM and associated exhibits for submittal to CLIENT and IDOT.

11. Design peer reviews will be performed by the COMPANY prior to all milestone submittals to the CLIENT.

B. Souwanas Creek Culvert

A hydraulic analysis of Souwanas Creek at Sandbloom Road will be completed. Souwanas Creek crosses Sandbloom Road between Helen Drive and Souwanas Road. The culvert is located at the upstream most portion of the previously restored Souwanas Creek Reach 1. The culvert in this location is a corrugated metal pipe. CLIENT has expressed the desire to construct a three-sided structure or box culvert with a sump in this location. Consideration will be given to the steep channel slope downstream of the roadway crossing. The pros and cons of a three-sided structure versus a box culvert will be discussed with CLIENT. Once a consensus has been reached, COMPANY will prepare a hydraulic report based on IDOT's Drainage Manual and ACEC Drainage Seminar 2024 guidelines for the agreed upon culvert.

1. Souwanas Creek at this location is not a regulatory floodplain, although it does have a tributary area of approximately 1.1 square miles and will be regulated by IDNR-OWR requirements and local ordinances. It is assumed that Statewide #12 permit will be applicable, which allows an increase in the culvert's effective open area if there are no reported upstream flooding issues. The existing XP-SWMM model of Souwanas Creek will be used to compare hydraulics and hydrology at the culvert, although HEC-RAS modeling will be used for the sizing of the Sandbloom Road culvert. The creek will be surveyed based on IDOT guidelines to complete the hydraulic analysis. The hydrologic analysis will be completed with StreamStats. A design waterway information table will be prepared. A normal water condition will be used for the model's starting tailwater. A scour analysis will be completed if a 3-sided structure is selected. A hydraulic report will be submitted to IDOT Local Roads or IDNR-OWR for a floodplain/floodway permit. A hydraulic report will be the deliverable and include the following:
 - a. BLR 10210 form
 - b. General Location map
 - c. Hydraulic Atlas map
 - d. Watershed and hydrologic supporting information (StreamStats)
 - e. HEC-RAS reports
 - i. Existing conditions
 - ii. Proposed conditions
 - iii. Natural conditions
 - f. Stream profiles
 - g. Stream cross sections
 - h. IDNR-OWR Statewide 12 discussion
 - i. BBS SCE form
 - j. Waterway Information Table
 - k. Relevant Plan sheets
2. Based on the tributary area of Souwanas Creek at Sandbloom Road, the location will be regulated as a riverine floodplain by the local ordinances and

require compensatory storage at 1:1 for public road developments. COMPANY will calculate compensatory storage requirements for incremental fill in the floodplain area for normal-10 and 10-100 year. COMPANY will develop a grading plan to mitigate for proposed fill in the floodplain area.

3. Within the roadway ROW, the stream channel will be assessed and stabilized using bio-engineered techniques. Typical cross-sections will be developed and will be designed to blend the project's appearance with the previously restored Souwanas Creek Reach 1 restoration project.
4. Design peer reviews will be performed by the COMPANY prior to all milestone submittals to the CLIENT.

2.7 Public Outreach

The stakeholder involvement process will include development of a Public Involvement Plan (PIP) and one (1) Public Information Meeting (PIM) for the Sandbloom Road improvements. The PIP will be reviewed and approved by IDOT in advance of public outreach activities per requirements set forth by IDOT. The PIM will introduce the project to stakeholders, introduce preferred alternatives that have been analyzed, define the project schedule, and solicit attendee's input. Design peer reviews will be performed by the COMPANY prior to all milestone submittals to the CLIENT.

A. Public Information Meeting (PIM)

Conduct one (1) PIM that will be attended by two (2) members of the COMPANY. This task includes preparation of display materials and hand out information. The CLIENT will be responsible for reserving an appropriate meeting facility. COMPANY will maintain the list of attendees, documentation of written comments, and provide a written summary of each public information meeting.

Below is a more detailed list of anticipated tasks to be completed for the PIM:

1. Selection and coordination with meeting venue, preferably close to the project.
2. Preparation and mailing of invitation letters to stakeholders (mailing list developed by CLIENT).
3. Preparation of PIM newspaper advertisement. COMPANY will coordinate directly with the Daily Herald for advertising. CLIENT will be invoiced directly by the newspaper.
4. Preparation of PIM brochure.
5. Preparation of colored PIM exhibit boards. Graphics to be printed directly onto foam boards by COMPANY's printing vendor.
6. Typical section and concept intersection renderings of the proposed conditions. Graphics to be printed directly onto foam boards by COMPANY's printing vendor.
7. Attendance at PIM meeting. One (1) PIM that will be attended by two (2) members of the COMPANY.

8. Preparation of PIM summary and disposition of comments. Disposition of comments to be distributed, as applicable, to stakeholders by CLIENT.
9. Provide text and exhibits for CLIENT and appropriate municipal website(s).

2.8 Project Meetings

Multiple coordination meetings will be required during the project. Anticipated meetings will be with the CLIENT, FHWA, and IDOT. COMPANY will coordinate the meeting times and locations with the attendees, provide required exhibits, and include preparation of meeting minutes. The coordination and meetings are estimated below:

A. Project Kickoff Meeting

COMPANY will have two (2) persons attend one (1) kickoff meeting with the CLIENT to visit and discuss the existing conditions and understand the CLIENT's priorities, vision, and goals for the project design.

B. Phase I IDOT Kickoff Meeting

CLIENT and COMPANY (2 persons) will meet with the Planning Liaison and IDOT Local Roads officials to ascertain the scope of work, project limits, and funding requirements are clearly defined to maintain the project schedule.

C. IDOT/FHWA Coordination Meeting

IDOT Local Roads office will also require the multi-use path project to be presented at an FHWA Coordination Meeting at the IDOT District One offices to confirm project scope, termini and processing. COMPANY will have two (2) persons attend one (1) IDOT/FHWA coordination meeting.

D. Detour Committee Meeting

COMPANY will have one (1) person attend one (1) meeting with the CLIENT and IDOT to introduce the project, planned detour routes, and anticipated schedule(s) utilizing adjacent State routes.

E. Additional CLIENT Coordination Meetings

COMPANY has allotted for two (2) additional meetings at the CLIENT offices to review the project during Phase I engineering. COMPANY will have two (2) persons attending the additional CLIENT coordination meetings.

2.9 Project Administration

A. Project Management

For the duration of this project, this task will involve the management oversight of the project which will include the on-going review of the project execution, work product, document control scope, schedule and budget, invoicing, and contract file management.

B. Project Monitoring

Maintain the system for monitoring progress and expenditures to allow monthly tracking by task.

C. Project Coordination

Maintain communications with the CLIENT and other designated representatives. Establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

2.10 Geotechnical Investigation

COMPANY will retain the services of Midland Standard Engineering & Testing, Inc. conduct the geotechnical investigation. Soils borings will be conducted meeting IDOT requirements for a roadway geotechnical report (RGR) due to potential pavement reconstruction, for the bike path extension, and for retaining wall and culvert analysis. See Exhibit C attached.

3.0 Deliverables Included in this Agreement

The following deliverables will be generated for this project and are included in this AGREEMENT:

- A. Survey base files in MicroStation ORD format
- B. RGR/Geotechnical report
- C. Wetland delineation & report
- D. LDTM
- E. PIM exhibit boards, invitation letters, and notices
- F. ESR
- G. PDR
- H. Meeting minutes of all meetings attended

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- A. Title Commitment(s)
- B. Plats of Easement/Dedication/Survey
- C. Land Acquisition Services
- D. Subsurface Utility Exploration (SUE) via potholing or hydro excavating
- E. Field/drain tile surveys
- F. Sanitary sewer and/or water main design and/or plans (deferred to Phase 2, if applicable)
- G. PIM venue rental fees
- H. Newspaper advertising fees



- I. Attendance at any meetings not specifically indicated herein
- J. Direct costs for plan or field reviews by the SWCD.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Midland Standard Engineering & Testing, Inc. will provide the geotechnical investigations, soils analysis, and CCDD certification. See Exhibit C attached.

6.0 Client Responsibilities

The following CLIENT responsibilities are assumed as part of this AGREEMENT:

- A. Participate in project design reviews and provide written comments
- B. Provide GIS utility atlas data
- C. Provide any plans, record drawings or televising reports within the project area
- D. Provide infrastructure asset management reports
- E. Provide copies of flooding history and flooding complaints, if applicable

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on a time and material, not to exceed basis.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and Material basis with a Not to Exceed fee of: \$319,677.00.

See Exhibit B for a detailed fee breakdown.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY'S services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services



performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences

may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether



direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed 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.

Jeffrey J. Strzalka, P.E.

Approved by:

Printed/Typed Name: Anthony P. Simmons, P.E.

Title: Regional Director - Transportation Date: August 9, 2024

VILLAGE OF ALGONQUIN

Accepted by: _____

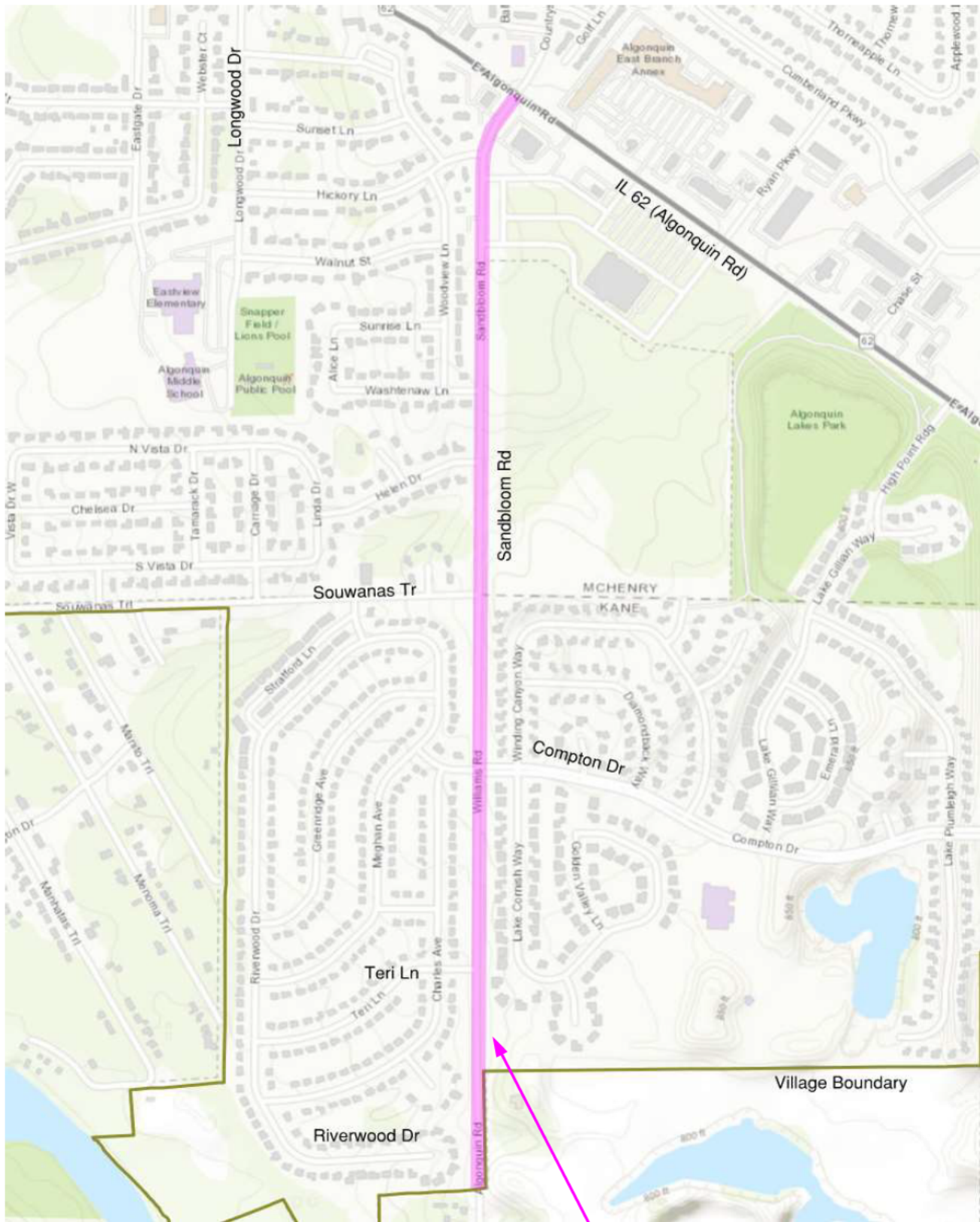
Printed/Typed Name: _____

Title: _____ Date: _____



EXHIBIT A - LOCATION MAP

SANDBLOOM ROAD IMPROVEMENTS



PROJECT LOCATION

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

TBD

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

2304155

COST ESTIMATE WORKSHEET

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Land Surveying	740	316	13,572	24,579	4,479		42,630	13.34%
Data Collection & Review		10	561	1,016	185		1,762	0.55%
Wetlands	84	60	2,587	4,685	854		8,126	2.54%
Project Development Report		472	24,989	45,255	8,246		78,490	24.55%
Structural Engineering		200	10,473	18,966	3,456		32,895	10.29%
Drainage Engineering	17	530	27,255	49,358	8,994		85,607	26.78%
Public Outreach	625	88	4,570	8,276	1,508		14,354	4.49%
Project Meetings	101	46	3,051	5,526	1,007		9,584	3.00%
Project Administration		27	725	1,314	239		2,278	0.71%
Geotechnical Investigation			-	-	-	42,385	42,385	13.26%
			-	-	-		-	
			-	-	-		-	
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Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$1,566.00						\$1,566.00	0.49%
TOTALS		1749	87,783	158,975	28,968	42,385	319,677	100.00%



WWW.MSETINC.COM

MIDLAND STANDARD ENGINEERING & TESTING, INC.

140 Nolen Drive South Elgin, Illinois, 60177

(847) 844-1895 f(847) 844-3875

July 11, 2024

Mr. Jeffrey Strzalka, P.E.
HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, Illinois 60050

Re: Proposal for Roadway Geotechnical Report and Structure Geotechnical Reports
Sandbloom Road Reconstruction
Algonquin, Illinois

Dear Mr. Strzalka:

We are pleased to have the opportunity to submit the following proposal for performance of a geotechnical investigation for the road and bridge improvements for the referenced project.

Project Description and Scope of Work

The project from a Geotechnical stand point includes:

1. Approximately 6000 lineal feet of roadway reconstruction for Sandbloom Road and a new turn lane for Souwanas Road. For this work, twenty-one (21) roadway profile boring at 10 feet deep and ten (10) pavement cores are planned.
2. For the proposed bike trail along the east side of Sandbloom Road, five (5) soil borings to 5-foot depth, spaced at 500-foot intervals are planned.
3. For the culvert replacement, two (2) structure soil borings to a depth of 20 feet are planned.
4. For 700 feet of proposed retaining wall, seven (7) structure borings drilled to 30 feet are planned.
5. Block retaining wall replacement, four (4) structure borings at 15 feet.

Method of Performance - Field Work

The typical subgrade soil survey exploration will be accomplished by performing soil profile borings spaced at approximately 300-foot intervals, for both pavements.

- a) Soil survey road profile borings will be extended to depths of ten (10) feet with split spoon sampling at 30-inch intervals or more frequently if required to sample all soil strata.
- b) The structure soil borings will be accomplished by performing two (2) borings for the culvert replacement and borings at 75-foot intervals for the retaining walls. The structure

Midland Standard Engineering & Testing, Inc.

7/11/24

soil borings will involve drilling test holes that incorporate standard penetration tests and split-spoon sampling at 2-1/2 -foot intervals.

- c) Pavement cores will be made with an electric drill/core barrel setup along the existing alignment to determine the existing pavement section.
- d) Laboratory testing will include moisture content determinations, consistency (penetrometer value), determination on cohesive soil samples and classification tests as required to identify major subgrade soil types, and an Illinois Bearing Ratio test will be performed on the dominant subgrade soil.

The soil survey borings will be performed in compliance with the current State of Illinois, Geotechnical Manual' December 2020, and the Design Memorandum for Structure Geotechnical Reports.

We propose to mobilize a drill rig to the site after notice to proceed, layout, and utility clearance. In our proposal, we have included provisions for rough layout of the borings and have assumed that the final locations and elevations will be determined by the Design Engineer or will be referenced to centerline stationing provided by the Engineer.

Method of Performance - Analysis and Report

The boring information will be used to develop soils profile drawings and boring logs as required which will be prepared showing the soil types and test data in accordance with applicable specifications. Pavement core information will be presented on core logs. We understand that reproducible copies of the plan and profile showing existing and proposed grade will be provided by the design engineer for our plotting of the soil profile.

Structure soil reports will be provided separately per IDOT requirements.

The results of this field exploration and laboratory testing would be used in an analysis and formulation of our recommendations. Major subject areas for our analysis, recommendations and report would include:

1. Identification of subgrade soil treatment areas.
2. General earthwork recommendations.
3. Description of the existing pavement section encountered in the cores.
4. Subgrade soil strength criteria for input to the pavement design being done by the Design Engineer.
5. Determine bearing capacities and design parameters for the culvert replacement and retaining walls.
6. Provide soil corrosion testing for watermain improvements.

A written report summarizing and presenting the data and recommendations will be prepared by a Professional Engineer, licensed in the State of Illinois.

Schedule and Timing

We will begin on work after notice to proceed, and utility clearance. We plan on mobilizing and doing all the borings concurrently. Final reports and profiles will be coordinated with the DSE as the base plan and profile drawings and other designs are completed.

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7/11/24

Fee

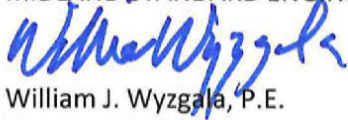
We propose to provide this work at the unit rates quoted on the attached Schedule of Services and Fees, Attachments 1. These estimated quantities and unit rates are based on information as outlined in this proposal and experience on past projects. On the basis of the above information, we estimate that these services can be provided for a fee of: **\$ 42,385.00.**

Closure

Our staff is acquainted with the local subsurface conditions and has participated in the planning, development and execution of numerous highway soil explorations in this area. We appreciate the opportunity to provide our services and look forward to working with you on this project. If you have any questions concerning our proposed scope of work or fees, please contact us.

Very truly yours,

MIDLAND STANDARD ENGINEERING & TESTING, INC.



William J. Wyzgala, P.E.

Vice President

WJW

Enclosure: Attachment 1

ATTACHMENT 1
SCHEDULE OF SERVICES AND FEES
Sandbloom Road, IL Route 62 to Village Limits
Algonquin, Illinois

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extension</u>
<u>Field Services</u>			
Mobilization of Drill Rig, equipment, crew, per day	5	\$200.00	\$1,000.00
Roadway profile borings with Split Spoon Sampling at 2.5 foot intervals, per lf	210	\$21.00	\$4,410.00
Pavement Core, each	10	\$195.00	\$1,950.00
<u>Wall & Culvert Structure Borings</u>			
Through earth and other materials except rock, encountered below ground surface, split spoon sampling at thirty (30) to sixty (60) inch intervals, penetration record, unconfined compression tests (in cohesive soils) on samples retained, 0 to 30 foot depth, per foot	340	\$23.00	\$7,820.00
Bike Path Subgrade borings, 5' depth, each	5	\$200.00	\$1,000.00
Traffic Control, arrow board, signs, barricades, Flagmen, etc., per day	4	\$920.00	\$3,680.00
	Field Services Total:		\$19,860.00
<u>Laboratory Services</u>			
Moisture Content Determinations, ea	230	\$6.00	\$1,380.00
Soil Classification, Atterberg Limit & Hydrometer, ea.	5	\$265.00	\$1,325.00
Organic Content Tests, ea.	2	\$90.00	\$180.00
Illinois Bearing Ratio Test including Standard proctor Test, ea.	1	\$325.00	\$325.00
Soil corrosion properties, pH, resistivity, Sulfides, Chlorides, ReDox potential, each	1	\$425.00	\$425.00
	Laboratory Services Total:		\$3,635.00
<u>Engineering Services for RGR & SGR Report Including:</u>			
Layout Coordination w/Design Engineer			
Utility Clearance and Permits			
Engineering Supervision of Soil Borings			
Preparation of Soil Profile Drawings			
Summary of Existing Pavement Materials			
Analysis and Recommendations for Subgrade			
Preparation, RGR Report, Consultation			
Analysis and Recommendations for Structure Foundations			
Soil Bearing Pressures, Lateral Earth Pressures, SGR Report, Consultation			
	<u>Est. Quantity</u>	<u>Rate/Hour</u>	<u>Extension</u>
Principal Engineer, per hr.	4	\$160.00	\$640.00
Geotechnical Engineer, per hr.	30	\$150.00	\$4,500.00
Staff Engineer, per hr.	23	\$110.00	\$2,530.00
Field Engineer, per hr.	48	\$105.00	\$5,040.00
Engineering Technician, per hr.	32	\$100.00	\$3,200.00
	Engineering Services Total:		\$15,910.00
<u>Environmental Services</u>			
Analytical Lab testing for contaminants, each	2	\$1,090.00	\$2,180.00
IEPA CCDD Certification form LPC 663, LS	1	\$800.00	\$800.00
	Environmental Services Total:		\$2,980.00
	TOTAL:		\$42,385.00



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 between the Village of Algonquin and Visu-Sewer of Illinois for the 2024 Sewer Lining Project in the Amount of \$616,859.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: August 20, 20 24

Purchase Order No. _____

Project: 2024 Sewer and Manhole Lining Joint Bid	Location: Algonquin, IL	
Originating Department:		
Owner	Consultant/Vendor	Developer
Village of Algonquin Address: 2200 Harnish Dr Algonquin, IL 60102 Phone: 847-658-2700 Fax: 847-658-2754 Contact:	Name: Visu-Sewer of Illinois, LLC Address: 9014 S. Thomas Avenue Bridgeview, IL 60455 Phone: 708-237-0340 Fax: Contact: Keith M. Alexander	(where applicable) Phone: Fax: Contact:

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 616,859.00 _____

SCOPE OF WORK:

Furnish the Work/items described below in accordance with the following plans and specifications:

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

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	1	Sewer and Manhole Lining	\$ NOT TO EXCEED	\$ 616,859.00
			TOTAL	\$ 616,859.00

NOTES:

- 1) The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- 2) No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

WARRANTIES and INDEMNIFICATION

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/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.

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.

CONSULTANT/VENDOR:

 By: _____
 Representative of Vendor authorized to execute Purchase Agreement

OWNER:

Village of Algonquin
 By: _____
 Title: _____
 Dated: _____

SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/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, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the 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 the 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.
- 3. Familiarity With Plans; Qualifications:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

10. Insurance:

10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/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 Owner deems necessary to establish compliance with this provision.

10.2 Consultant/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 Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/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. Indemnity: Consultant/Vendor hereby agrees to indemnify, and hold the Owner 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 Consultant/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 Consultant/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 Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

12. Term and Termination: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

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

14. Compliance With Laws: During the performance hereunder, Consultant/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, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

15. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this 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.

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

17. 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 Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

18. Limitation Of Liability: In no event shall the Owner be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.

19. 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 Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.

20. Controlling Law, Severability: The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this 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.

CONSULTANT/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: _____

_____ :



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 Stanton Mechanical for the Wastewater Treatment Plant IPS Building Exhaust Fan EF-403 in the Amount of \$10,841.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: 8-22, 20 24

Purchase Order No.

Project: IPS Fan EF-403 Replacement		Location: Waste Water Treatment Plant	
Originating Department:		Internal Services	
Owner	Consultant/Vendor	Developer	
Village of Algonquin Address: 110 Mitchard Way Algonquin IL. 60102 Phone: 847-658-1288 Fax: 847-658-2754 Contact: Michael Reif	Name: Stanton Mechanical Inc. Address: 2301 Estes Ave. Elk Grove Village, IL. 60007 Phone: 847-434-5100 Fax: 847-434-5101 Contact: Donald Gutzmer	(where applicable) Phone: Fax: Contact:	

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 10,841.00

SCOPE OF WORK:

Furnish the Work/items described below in accordance with the following plans and specifications:

- ⌘ General Contract, dated July 18, 20 24
- ⌘ Specification No(s): _____, dated _____, 20__
- ⌘ Plans dated : _____
- ⌘ Addendum No(s): _____
- ⌘ Other: _____

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	Unit	Waste Water Treatment Facility/IPS room Exhaust Fan EF-403	\$ 10,841.00 NOT TO EXCEED	\$ 10,841.00
			TOTAL	\$ 10,841.00

NOTES:

- The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

WARRANTIES and INDEMNIFICATION

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/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.

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.

CONSULTANT/VENDOR:



By: Marc Merel
Representative of Vendor authorized to execute Purchase Agreement

OWNER:

Village of Algonquin

By: _____

Title: _____

Dated: _____

SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/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, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the 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 the 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.
- 3. Familiarity With Plans; Qualifications:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

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10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/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 Owner deems necessary to establish compliance with this provision.

10.2 Consultant/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 Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/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. Indemnity: Consultant/Vendor hereby agrees to indemnify, and hold the Owner 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 Consultant/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 Consultant/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 Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

12. Term and Termination: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

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

14. Compliance With Laws: During the performance hereunder, Consultant/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, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

15. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this 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.

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

17. 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 Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

18. Limitation Of Liability: In no event shall the Owner be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.

19. 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 Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.

20. Controlling Law, Severability: The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this 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.

CONSULTANT/VENDOR:



8/22/2024

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: _____

_____ :



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 Stanton Mechanical for the Wastewater Treatment Plant IPS Building cooling system replacement in the Amount of \$26,576.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: 8-22, 20 24 Purchase Order No.

Project: IPS Fan EF-403 Replacement		Location: Waste Water Treatment Plant	
Originating Department:		Internal Services	
Owner	Consultant/Vendor	Developer	
Village of Algonquin Address: 110 Mitchard Way Algonquin IL. 60102 Phone: 847-658-1288 Fax: 847-658-2754 Contact: Michael Reif	Name: Stanton Mechanical Inc. Address: 2301 Estes Ave. Elk Grove Village, Il. 60007 Phone: 847-434-5100 Fax: 847-434-5101 Contact: Donald Gutzmer	(where applicable) Phone: Fax: Contact:	

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 10,841.00

SCOPE OF WORK:

Furnish the Work/items described below in accordance with the following plans and specifications:

- ⌘ General Contract, dated July 18, 20 24
- ⌘ Specification No(s): _____, dated _____, 20__
- ⌘ Plans dated : _____
- ⌘ Addendum No(s): _____
- ⌘ Other: _____

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	Unit	Waste Water Treatment Facility/IPS room Exhaust Fan EF-403	\$ 10,841.00 NOT TO EXCEED	\$ 10,841.00
			TOTAL	\$ 10,841.00

NOTES:

- The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

WARRANTIES and INDEMNIFICATION

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/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.

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.

CONSULTANT/VENDOR:



By: Marc Merel
 Representative of Vendor authorized to execute Purchase Agreement

OWNER:

Village of Algonquin

By: _____

Title: _____

Dated: _____

SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/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, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the 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 the 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.
- 3. Familiarity With Plans; Qualifications:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

10. Insurance:

10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/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 Owner deems necessary to establish compliance with this provision.

10.2 Consultant/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 Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/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. Indemnity: Consultant/Vendor hereby agrees to indemnify, and hold the Owner 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 Consultant/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 Consultant/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 Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

12. Term and Termination: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

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

14. Compliance With Laws: During the performance hereunder, Consultant/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, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

15. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this 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.

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

17. 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 Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

18. Limitation Of Liability: In no event shall the Owner be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.

19. 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 Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.

20. Controlling Law, Severability: The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this 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.

CONSULTANT/VENDOR:



8/22/2024

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: _____

_____ :



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 Stanton Mechanical for the Wastewater Treatment Plant Scada Room Furnace and A/C Replacement in the Amount of \$12,812.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: 8-22, 20 24 Purchase Order No.

Project: IPS Fan EF-403 Replacement	Location: Waste Water Treatment Plant	
Originating Department:	Internal Services	
Owner	Consultant/Vendor	Developer
Village of Algonquin Address: 110 Mitchard Way Algonquin IL. 60102 Phone: 847-658-1288 Fax: 847-658-2754 Contact: Michael Reif	Name: Stanton Mechanical Inc. Address: 2301 Estes Ave. Elk Grove Village, IL. 60007 Phone: 847-434-5100 Fax: 847-434-5101 Contact: Donald Gutzmer	(where applicable) Phone: Fax: Contact:

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 10,841.00

SCOPE OF WORK:

Furnish the Work/items described below in accordance with the following plans and specifications:

- ⌘ General Contract, dated July 18, 20 24
- ⌘ Specification No(s): _____, dated _____, 20__
- ⌘ Plans dated : _____
- ⌘ Addendum No(s): _____
- ⌘ Other: _____

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	Unit	Waste Water Treatment Facility/IPS room Exhaust Fan EF-403	\$ 10,841.00 NOT TO EXCEED	\$ 10,841.00
			TOTAL	\$ 10,841.00

NOTES:

- 1) The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- 2) No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

WARRANTIES and INDEMNIFICATION


Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/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.

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.

CONSULTANT/VENDOR:



By: Marc Merel
 Representative of Vendor authorized to execute Purchase Agreement

OWNER:

Village of Algonquin

By: _____

Title: _____

Dated: _____

SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/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, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the 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 the 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.
- 3. Familiarity With Plans; Qualifications:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

10. Insurance:

10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/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 Owner deems necessary to establish compliance with this provision.

10.2 Consultant/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 Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/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. Indemnity: Consultant/Vendor hereby agrees to indemnify, and hold the Owner 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 Consultant/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 Consultant/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 Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

12. Term and Termination: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

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

14. Compliance With Laws: During the performance hereunder, Consultant/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, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

15. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this 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.

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

17. 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 Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

18. Limitation Of Liability: In no event shall the Owner be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.

19. 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 Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.

20. Controlling Law, Severability: The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this 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.

CONSULTANT/VENDOR:



8/22/2024

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: _____

_____ :



Village of Algonquin

The Gem of the Fox River Valley

August 29, 2024

Village President and Board of Trustees:

The List of Bills dated 9/3/24 and payroll expenses totaling \$1,959,816.88 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.

Applied Ecological	18,440.00	Wetland Mitigation Northpoint Maint.
Baxter & Woodman	27,550.00	Crystal Creek Emergency Repair
Baxter & Woodman	22,250.00	Towne Park Side Slopes
Baxter & Woodman	11,507.00	Woods Creek Watershed Plan Update
Bulley & Andrews	102,773.00	Mineral Springs Restoration
Burke LLC	92,419.65	Holder Park Playground
Burke LLC	315,026.65	James B. Wood Playground
Carrot-Top Industries	7,562.83	Presidential Park Reconstruction
Correct Digital	5,094.90	Presidential Park Reconstruction
Fox Valley Fire & Safety	9,250.04	GMC Fire Sprinkler System Repair
H R Green Inc	29,944.25	Surrey Lane Reach 2 Creek Restoration
H R Green Inc	16,910.00	Woods Creek Reach 8
KK Stevens Publishing	6,189.95	Fall Brochure Printing
Tyler Technologies	97,333.49	Tyler Munis EERP 9/6/24 – 9/5/25
V3 Construction	12,913.75	Trails of Woods Creek-Wetland Mitigation

Please note:

The 8/31/24 payroll expenses totaled \$711,190.04.

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.

A handwritten signature in black ink, consisting of a stylized 'T' and 'S' followed by a long horizontal flourish.

Tim Schloneger
Village Manager

TS/aml

Village of Algonquin

List of Bills 9/3/2024

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ALAN F PREPELICA					
UB 3044597 625 CHATHAM	150.00	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	133844	
Vendor Total: \$150.00					
ALLIED ASPHALT PAVING CO					
24-00000-00-GM ASPHALT	153.72	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	253715	40250154
24-00000-00-GM ASPHALT	3,223.37	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	253517	40250149
Vendor Total: \$3,377.09					
ATLAS BOBCAT LLC					
AIR FILTERS	83.47	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BQ8792	29250001
Vendor Total: \$83.47					
BAXTER & WOODMAN NATURAL RESOURCES, LI					
REFUND ON ACCOUNT	-7,885.06	STREET IMPR. BALANCE SHEET PREPAID ITEMS	04-13100-	CREDIT ON ACCOUNT	
WOODS CREEK WATERSHED PLAN UPD/	11,507.00	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-	0261356	40250155
TOWNE PARK SIDE SLOPES	22,250.00	NAT & DRAINAGE - EXPENSE PW MAINT - WETLAND MITIGATION	26900300-44408-	0261789	40250151
CRYSTAL CREEK EMERGENCY REPAIR	27,550.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	0262204	40250145
Vendor Total: \$53,421.94					
BRYAN FIRTH					
UB 3189255 1462 MILLBROOK	143.25	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	133847	
Vendor Total: \$143.25					
BULLEY & ANDREWS MASONRY RESTORATION I					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		PARK IMPR - EXPENSE PUB WORKS			
MINERAL SPRINGS RESTORATION	102,773.00	INFRASTRUCTURE MAINT IMPRO	06900300-43370-P2204	4220166-01	40250153
Vendor Total: \$102,773.00					
BURKE LLC					
		PARK IMPR - EXPENSE PUB WORKS			
HOLDER PARK AND WOOD PARK PROJEC	315,026.65	CAPITAL IMPROVEMENTS	06900300-45593-P2401	PAY REQUEST #4	40250150
HOLDER PARK AND WOOD PARK PROJEC	92,419.65	CAPITAL IMPROVEMENTS	06900300-45593-P2411	PAY REQUEST #4	40250150
Vendor Total: \$407,446.30					
CALCO LTD					
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	361.00	LAB SUPPLIES	07800400-43345-	AU75066	70250001
Vendor Total: \$361.00					
CAROL SIMEK					
		WATER & SEWER BALANCE SHEET			
UB 3074960 2 CEDAR GROVE	54.68	AR - WATER BILLING	07-12110-	133851	
Vendor Total: \$54.68					
CARROT-TOP INDUSTRIES INC					
		PARK IMPR - EXPENSE PUB WORKS			
PRESIDENTIAL PARK RECONSTRUCTION	7,562.83	CAPITAL IMPROVEMENTS	06900300-45593-P2312	INV132578	40250037
Vendor Total: \$7,562.83					
CDS OFFICE SYSTEMS INC					
		GEN NONDEPT - EXPENSE GEN GOV			
2 SQUAD TABLE VEHICLE DOCK TOUGH	1,320.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	INV1632656	10250161
		SEWER OPER - EXPENSE W&S BUSI			
2 SQUAD TABLE VEHICLE DOCK TOUGH	165.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	INV1632656	10250161
		WATER OPER - EXPENSE W&S BUSI			
2 SQUAD TABLE VEHICLE DOCK TOUGH	165.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	INV1632656	10250161
Vendor Total: \$1,650.00					
CDW LLC					
		GEN NONDEPT - EXPENSE GEN GOV			
GIS PLOTTER INK SUPPLIES	208.29	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	SS48646	10250194

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		SEWER OPER - EXPENSE W&S BUSI			
GIS PLOTTER INK SUPPLIES	26.04	IT EQUIPMENT & SUPPLIES	07800400-43333-	SS48646	10250194
		WATER OPER - EXPENSE W&S BUSI			
GIS PLOTTER INK SUPPLIES	26.04	IT EQUIPMENT & SUPPLIES	07700400-43333-	SS48646	10250194
Vendor Total: \$260.37					
CENTRAL TREE & LANDSCAPE MULCH LLC					
		NAT & DRAINAGE - EXPENSE PW			
NATURAL AREA MAINTENANCE	5,000.00	INFRASTRUCTURE MAINT IMPRO	26900300-43370-	12121	40250156
Vendor Total: \$5,000.00					
CHICAGO PARTS & SOUND LLC					
		VEHICLE MAINT. BALANCE SHEET			
BATTERY CORE REFUND	-33.00	INVENTORY	29-14220-	1CR0081780	29250021
		VEHICLE MAINT. BALANCE SHEET			
AMBER LED LIGHTS	2,535.00	INVENTORY	29-14220-	2-0001467	29250021
		VEHICLE MAINT. BALANCE SHEET			
LIGHTBULBS	66.60	INVENTORY	29-14220-	1-0466302	29250021
		VEHICLE MAINT. BALANCE SHEET			
BATTERIES	434.40	INVENTORY	29-14220-	1-0466717	29250021
Vendor Total: \$3,003.00					
COMCAST CABLE COMMUNICATION					
		WATER OPER - EXPENSE W&S BUSI			
8/12/24 - 9/11/24 WTP#3	164.90	TELEPHONE	07700400-42210-	8771 10 002 0443121	10250031
		WATER OPER - EXPENSE W&S BUSI			
8/11/24 - 9/10/24 WTP #1	164.90	TELEPHONE	07700400-42210-	8771 10 002 0436950	10250027
		SWIMMING POOL -EXPENSE GEN GOV			
8/14/24 - 9/13/24 POOL	167.90	TELEPHONE	05900100-42210-	8771 10 002 0452635	10250032
		POLICE - EXPENSE PUB SAFETY			
8/1/24 - 9/30/24 POLICE DEPARTMENT	6.97	EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10250030
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
8/1/24 - 9/30/24 POLICE DEPARTMENT	1.43	EQUIPMENT RENTAL	07800400-42270-	8771 10 002 0011217	10250030
		GS ADMIN - EXPENSE GEN GOV			
8/22/24 - 9/21/24 HVH	164.90	TELEPHONE	01100100-42210-	8771 10 002 0416275	10250026
Vendor Total: \$671.00					
COMMONWEALTH EDISON					
		POLICE - EXPENSE PUB SAFETY			
7/16/24 - 8/14/24 WILBRANDT REAR TOWE	26.16	ELECTRIC	01200200-42212-	9088991222	10250005
		CDD - EXPENSE GEN GOV			
7/16/24 - 8/14/24 221 S MAIN	311.92	ELECTRIC	01300100-42212-	5888143000	10250004
		SEWER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/14/24 BRITTANY HILLS LS	37.10	ELECTRIC	07800400-42212-	3177644000	70250009
		SEWER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/14/24 LOWE DRIVE LS	54.38	ELECTRIC	07800400-42212-	6425872000	70250009
		SEWER OPER - EXPENSE W&S BUSI			
7/17/24 - 8/14/24 N RIVER ROAD LS	91.39	ELECTRIC	07800400-42212-	2211592000	70250009
		SEWER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/14/24 LA FOX RIVER LS	359.18	ELECTRIC	07800400-42212-	5053004000	70250009
		GENERAL SERVICES PW - EXPENSE			
7/16/24 - 8/14/24 101 N HARRISON	31.72	ELECTRIC	01500300-42212-	4053223333	50250004
		GENERAL SERVICES PW - EXPENSE			
7/16/24 - 8/14/24 MCCD TRAILHEAD	45.05	ELECTRIC	01500300-42212-	9433451222	50250004
		GENERAL SERVICES PW - EXPENSE			
7/16/24 - 8/14/24 RATE 23 RT 31 & RT 62	193.07	ELECTRIC	01500300-42212-	2717583000	50250004
		GENERAL SERVICES PW - EXPENSE			
7/16/24 - 8/14/24 CHARGING STATIONS	340.95	ELECTRIC	01500300-42212-	8937382111	50250004
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/14/24 JACOBS TOWER	44.36	ELECTRIC	07700400-42212-	0227381222	70250008
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/16/24 - 8/14/24 SPRING HILL/COUNTY LII	50.96	ELECTRIC	07700400-42212-	5739551222	70250008
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/14/24 HANSON TOWER	66.69	ELECTRIC	07700400-42212-	8762201111	70250008
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/14/24 HILLSIDE BOOSTER	71.72	ELECTRIC	07700400-42212-	8419285000	70250008
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/14/24 HUNTINGTON PRESSURI	78.11	ELECTRIC	07700400-42212-	8838942000	70250008
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/14/24 COPPER OAKS TOWER	122.83	ELECTRIC	07700400-42212-	4040874000	70250008
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/14/24 HUNTINGTON BOOSTER	322.08	ELECTRIC	07700400-42212-	9319612222	70250008
		WATER OPER - EXPENSE W&S BUSI			
7/17/24 - 8/15/24 WELL #901/SANDBLOOM	552.98	ELECTRIC	07700400-42212-	3571423333	70250008
		GENERAL SERVICES PW - EXPENSE			
7/16/24 - 8/14/24 STREET LIGHTS	409.64	ELECTRIC	01500300-42212-	4605244000	50250007
		GENERAL SERVICES PW - EXPENSE			
	Vendor Total: \$3,210.29				
COMPLETE CLEANING CO INC					
CLEANING SERVICES - SEPT 2024	2,495.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C28173	28250011
	Vendor Total: \$2,495.00				
CORRECT DIGITAL DISPLAY INC					
PRESIDENTIAL PARK RECONSTRUCTION	5,094.90	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2312	50018	40250044
	Vendor Total: \$5,094.90				
CRYSTAL VALLEY BATTERIES INC					
BATTERIES	469.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701057452	29250014
BATTERIES	469.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701057388	29250014

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BATTERIES	586.20	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701057379	29250014
Vendor Total: \$1,524.20					
DLS INTERNET SERVICES					
9/25/24 - 10/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1645977	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1645977	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1645977	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1646007	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1646007	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1646007	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1646010	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1646010	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1646010	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	40.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1646008	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	5.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1646008	10250019
9/25/24 - 10/25/24 AT&T BROADBAND	5.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1646008	10250019

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		GEN NONDEPT - EXPENSE GEN GOV			
9/25/24 - 10/25/24 AT&T BROADBAND	120.30	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1646006	10250019
		SEWER OPER - EXPENSE W&S BUSI			
9/25/24 - 10/25/24 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07800400-43333-	1646006	10250019
		WATER OPER - EXPENSE W&S BUSI			
9/25/24 - 10/25/24 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07700400-43333-	1646006	10250019
		GEN NONDEPT - EXPENSE GEN GOV			
9/25/24 - 10/25/24 AT&T BROADBAND	120.30	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1646009	10250019
		SEWER OPER - EXPENSE W&S BUSI			
9/25/24 - 10/25/24 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07800400-43333-	1646009	10250019
		WATER OPER - EXPENSE W&S BUSI			
9/25/24 - 10/25/24 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07700400-43333-	1646009	10250019
		Vendor Total: \$380.76			
		DOMINIK SERWA			
UB 3106061 2261 DAWSON	1.77	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	133845	
		Vendor Total: \$1.77			
		DONNA M GIOVE			
RED CROSS SUMMER II	300.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	8/10/2024 CLASS	10250092
		Vendor Total: \$300.00			
		DYNEGY ENERGY SERVICES			
7/17/24 - 8/14/24 POOL	1,291.74	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	400001686586	10250036
		SEWER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/13/24 WWTP	26,284.22	ELECTRIC	07800400-42212-	400001684432	70250021
		SEWER OPER - EXPENSE W&S BUSI			
7/17/24 - 8/14/24 ALGONQUIN SHORES LS	402.32	ELECTRIC	07800400-42212-	400001664625	70250019
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/15/24 - 8/12/24 GRAND RESERVE	437.52	ELECTRIC	07800400-42212-	400001661405	70250019
		SEWER OPER - EXPENSE W&S BUSI			
7/15/24 - 8/13/24 WOODSCREEK LS	714.99	ELECTRIC	07800400-42212-	400001642008	70250019
		SEWER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/13/24 BRAEWOOD LS	1,246.92	ELECTRIC	07800400-42212-	400001679617	70250019
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/13/24 COUNTRYSIDE BOOSTER	168.66	ELECTRIC	07700400-42212-	400001526425	70250018
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/13/24 CARY BOOSTER	553.60	ELECTRIC	07700400-42212-	400001670373	70250018
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/13/24 ZANGE BOOSTER	874.95	ELECTRIC	07700400-42212-	400001678830	70250018
		WATER OPER - EXPENSE W&S BUSI			
7/11/24 - 8/11/24 WELL #15	1,328.42	ELECTRIC	07700400-42212-	400001676343	70250018
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/13/24 WELL #9	1,509.54	ELECTRIC	07700400-42212-	400001681881	70250018
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/13/24 WELL #7 & #11	3,235.41	ELECTRIC	07700400-42212-	400001528391	70250018
		WATER OPER - EXPENSE W&S BUSI			
7/10/24 - 8/7/24 WTP #3	4,261.95	ELECTRIC	07700400-42212-	400001527892	70250018
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/13/24 WTP #1	4,998.92	ELECTRIC	07700400-42212-	400001657524	70250018
		WATER OPER - EXPENSE W&S BUSI			
7/16/24 - 8/13/24 WTP #2	11,602.68	ELECTRIC	07700400-42212-	400001635688	70250018
		WATER OPER - EXPENSE W&S BUSI			
Vendor Total: \$58,911.84					
FEDEX					
		BLDG MAINT- REVENUE & EXPENSES			
SHIPMENT TO EDENBROS	36.70	POSTAGE	28900000-43317-	8-596-63407	28250079
Vendor Total: \$36.70					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FISHER AUTO PARTS INC					
OIL FILTER/AIR FILTER	19.97	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-696313	29250012
WINTER WIPER BLADES	33.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-696429	29250012
AIR FILTERS/OIL FILTERS	40.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-696342	29250012
WIPER BLADES/WASHER SOLVENT DE-IC	95.25	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-696198	29250012
OIL FILTER	19.68	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-695864	29250012
OIL FILTER	23.24	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-695298	29250012
HEADLIGHT BULB	30.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-695201	29250012
OIL FILTER	33.07	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-695994	29250012
WINTER WIPER BLADES	59.92	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-696055	29250012
WINTER WIPER BLADES/SYNTHETIC OIL	104.49	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-696011	29250012
DISC BRAKE ROTORS AND PAD SETS	301.65	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-696125	29250012
Vendor Total: \$761.71					
FLOODS ROYAL FLUSH INC					
NNO PORTABLE TOILETS	300.00	POLICE - EXPENSE PUB SAFETY D.A.R.E. / COMMUNITY PROGRAM	01200200-43364-	I33705	20250065
RECREATION - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BATHROOMS FOR LUNCHPALOOZA	150.00	RECREATION PROGRAMS	01101100-47701-	I33699	10250088
		RECREATION - EXPENSE GEN GOV			
BATHROOMS FOR LUNCHPALOOZA	150.00	RECREATION PROGRAMS	01101100-47701-	I33700	10250088
		RECREATION - EXPENSE GEN GOV			
BATHROOMS FOR LUNCHPALOOZA	150.00	RECREATION PROGRAMS	01101100-47701-	I33701	10250088
	Vendor Total: \$750.00				
FOX VALLEY FIRE & SAFETY COMPANY INC					
		BUILDING MAINT. BALANCE SHEET			
FIRE ALARM REPAIR - GRAND RESERVE	3,685.00	OUTSOURCED INVENTORY	28-14240-	IN00701552	28250075
		BUILDING MAINT. BALANCE SHEET			
GMC FIRE SPRINKLER SYSTEM REPAIR	9,250.04	OUTSOURCED INVENTORY	28-14240-	IN00707344	28250077
	Vendor Total: \$12,935.04				
GALLS INC					
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - WATSON	102.40	UNIFORMS & SAFETY ITEMS	01200200-47760-	028635105	20250058
	Vendor Total: \$102.40				
GEORGE URBAN					
		WATER & SEWER BALANCE SHEET			
UB 3189235 1544 MATTHEW	17.66	AR - WATER BILLING	07-12110-	133846	
	Vendor Total: \$17.66				
GESKE AND SONS INC					
		WATER OPER - EXPENSE W&S BUSI			
ASPHALT	436.24	MATERIALS	07700400-43309-	60468	70250151
	Vendor Total: \$436.24				
GRAINGER					
		BUILDING MAINT. BALANCE SHEET			
COMED UTILITY INCENTIVE	-90.00	INVENTORY	28-14220-	9217883009	28250010
		GENERAL SERVICES PW - EXPENSE			
BATTERIES	27.83	SMALL TOOLS & SUPPLIES	01500300-43320-	9221212849	28250076
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BATTERIES	27.83	SMALL TOOLS & SUPPLIES	07800400-43320-	9221212849	28250076
BATTERIES	27.82	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	9221212849	28250076
FIRE EXTINGUISHERS	279.68	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9225894394	29250034
EXHAUST MUFFLER	6.20	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9226597558	28250010
SOLENOID VALVE	177.60	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9223315475	28250010
V-BELTS	39.06	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9222966674	28250010
PLEATED AIR FILTERS	44.04	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9212404298	28250010
FUSES	45.14	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9221871412	28250010
Vendor Total: \$585.20					
H R GREEN INC					
SOUWANAS OUTFALL	738.75	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2421	177985	40250142
WOODS CREEK REACH 8	16,910.00	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-N2411	177983	40250144
SURREY LANE REACH 2 CREEK RESTOR	29,944.25	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-N2401	177984	40250143
Vendor Total: \$47,593.00					
HENRYKA BROOKS					
NISRA/M BROOKS/SUMMER CLASSES	233.00	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	NISRA SUMMER CLASSES	
Vendor Total: \$233.00					
HKS SYSTEMS INC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		BUILDING MAINT. BALANCE SHEET			
WELL 7 DOOR REPAIR	200.00	OUTSOURCED INVENTORY	28-14240-	14222	28250078
		BUILDING MAINT. BALANCE SHEET			
GMC LOCK REPAIR	225.00	OUTSOURCED INVENTORY	28-14240-	14186	29250064
Vendor Total: \$425.00					
IL STATE POLICE BUREAU OF IDENTIFICATION					
		GEN FUND REVENUE - GEN GOV			
LIQUOR FINGERPRINTING - JULY 2024	28.25	LICENSES	01000100-32085-	20240703578	20250063
Vendor Total: \$28.25					
INDUSTRIAL SCIENTIFIC CORPORATION					
		SEWER OPER - EXPENSE W&S BUSI			
GAS MONITORING 7/22/24 - 8/21/24	196.42	PROFESSIONAL SERVICES	07800400-42234-	2758381	70250002
		WATER OPER - EXPENSE W&S BUSI			
GAS MONITORING 7/22/24 - 8/21/24	196.42	PROFESSIONAL SERVICES	07700400-42234-	2758381	70250002
Vendor Total: \$392.84					
INTERGOVERNMENTAL PERSONNEL BENEFIT C					
		BLDG MAINT- REVENUE & EXPENSES			
SEPTEMBER 2024 PAYMENT	4.73	INSURANCE	28900000-41106-	09/01/2024	
		CDD - EXPENSE GEN GOV			
SEPTEMBER 2024 PAYMENT	7.20	INSURANCE	01300100-41106-	09/01/2024	
		GEN FUND BALANCE SHEET			
SEPTEMBER 2024 PAYMENT	204,248.60	AP - PR HEALTH INS - CLEARING	01-22141-	09/01/2024	
SEPTEMBER 2024 PAYMENT	10,437.85	AP - PR DENTAL INS - CLEARING	01-22142-	09/01/2024	
SEPTEMBER 2024 PAYMENT	4,167.92	AP - PR LIFE INS - CLEARING	01-22143-	09/01/2024	
		GENERAL SERVICES PW - EXPENSE			
SEPTEMBER 2024 PAYMENT	16.65	INSURANCE	01500300-41106-	09/01/2024	
		GS ADMIN - EXPENSE GEN GOV			
SEPTEMBER 2024 PAYMENT	14.85	INSURANCE	01100100-41106-	09/01/2024	
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SEPTEMBER 2024 PAYMENT	39.15	INSURANCE	01200200-41106-	09/01/2024	
		PWA - EXPENSE PUB WORKS			
SEPTEMBER 2024 PAYMENT	6.30	INSURANCE	01400300-41106-	09/01/2024	
		RECREATION - EXPENSE GEN GOV			
SEPTEMBER 2024 PAYMENT	0.90	INSURANCE	01101100-41106-	09/01/2024	
		SEWER OPER - EXPENSE W&S BUSI			
SEPTEMBER 2024 PAYMENT	5.62	INSURANCE	07800400-41106-	09/01/2024	
		VEHCL MAINT-REVENUE & EXPENSES			
SEPTEMBER 2024 PAYMENT	3.37	INSURANCE	29900000-41106-	09/01/2024	
		WATER OPER - EXPENSE W&S BUSI			
SEPTEMBER 2024 PAYMENT	9.68	INSURANCE	07700400-41106-	09/01/2024	
		Vendor Total: \$218,962.82			
JACQUELINE JABINES					
UB 1147471 305 LAKE GILLILAN	44.32	AR - WATER BILLING	07-12110-	133849	
		Vendor Total: \$44.32			
JC LICHT LLC					
WTP #2 PIPES PAINT	78.29	MAINT - TREATMENT FACILITY	07700400-44412-	50155183	70250145
		Vendor Total: \$78.29			
JEFFREY JOLITZ					
CUSTOM FRAME ORDER	143.48	HISTORIC COMMISSION	01100100-47750-	8/14/2024 PURCHASE	10250218
		Vendor Total: \$143.48			
KANE CO ANIMAL CONTROL					
JULY 2024 ANIMAL CONTROL SERVICES	116.00	PROFESSIONAL SERVICES	01200200-42234-	JULY 2024	20250059
		Vendor Total: \$116.00			
KATARZYNA SMIRNOW					
		WATER & SEWER BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UB 1042741 1212 STRATFORD	17.66	AR - WATER BILLING	07-12110-	133852	
Vendor Total: \$17.66					
KK STEVENS PUBLISHING CO					
FALL BROCHURE PRINTING	6,189.95	RECREATION - EXPENSE GEN GOV PRINTING & ADVERTISING	01101100-42243-	71966	10250075
Vendor Total: \$6,189.95					
KNAPHEIDE EQUIPMENT COMPANY - CHICAGO					
HANDHELD PLOW CONTROLLER	533.60	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	068F137976	29250028
Vendor Total: \$533.60					
LAWSON PRODUCTS INC					
DRILL BITS/CABLE TIES/DISCS/BLADES	819.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9311771539	29250004
Vendor Total: \$819.90					
LINDA & FRANK MRAZ					
NISRA/K MRAZ/SUMMER CLASSES	62.00	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	NISRA/SUMMER CLASSES	
Vendor Total: \$62.00					
MAC'S FIRE & SAFETY INC					
CAB LIFT PUMP/VALVE FUSE	152.35	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	131595	29250023
CAB LIFT PUMP/VALVE FUSE	1,429.26	INVENTORY	29-14220-	131595	29250023
Vendor Total: \$1,581.61					
MANSFIELD OIL COMPANY					
FUEL	3,369.15	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25653351	29250007
FUEL	5,322.91	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25641052	29250007
Vendor Total: \$8,692.06					
MARSH USA INC					
CEMETERY OPER -EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
TREASURER BOND - GENERAL FUND	23.53	INSURANCE	02400100-42236-	376334259565	10250216
		GEN NONDEPT - EXPENSE GEN GOV			
TREASURER BOND - GENERAL FUND	47.06	INSURANCE	01900100-42236-	376334259565	10250216
		SEWER OPER - EXPENSE W&S BUSI			
TREASURER BOND - GENERAL FUND	14.70	INSURANCE	07800400-42236-	376334259565	10250216
		WATER OPER - EXPENSE W&S BUSI			
TREASURER BOND - GENERAL FUND	14.71	INSURANCE	07700400-42236-	376334259565	10250216
		CEMETERY OPER -EXPENSE GEN GOV			
TREASURER BOND - POLICE PENSION FI	23.53	INSURANCE	02400100-42236-	376339935183	10250216
		GEN NONDEPT - EXPENSE GEN GOV			
TREASURER BOND - POLICE PENSION FI	47.06	INSURANCE	01900100-42236-	376339935183	10250216
		SEWER OPER - EXPENSE W&S BUSI			
TREASURER BOND - POLICE PENSION FI	14.70	INSURANCE	07800400-42236-	376339935183	10250216
		WATER OPER - EXPENSE W&S BUSI			
TREASURER BOND - POLICE PENSION FI	14.71	INSURANCE	07700400-42236-	376339935183	10250216
		CEMETERY OPER -EXPENSE GEN GOV			
TREASURER BOND - CEMETERY TRUST I	23.53	INSURANCE	02400100-42236-	376337323640	10250216
		GEN NONDEPT - EXPENSE GEN GOV			
TREASURER BOND - CEMETERY TRUST I	47.06	INSURANCE	01900100-42236-	376337323640	10250216
		SEWER OPER - EXPENSE W&S BUSI			
TREASURER BOND - CEMETERY TRUST I	14.70	INSURANCE	07800400-42236-	376337323640	10250216
		WATER OPER - EXPENSE W&S BUSI			
TREASURER BOND - CEMETERY TRUST I	14.71	INSURANCE	07700400-42236-	376337323640	10250216
		CEMETERY OPER -EXPENSE GEN GOV			
TREASURER BOND - WATER/SEWER FUN	29.41	INSURANCE	02400100-42236-	376333816261	10250216
		GEN NONDEPT - EXPENSE GEN GOV			
TREASURER BOND - WATER/SEWER FUN	58.82	INSURANCE	01900100-42236-	376333816261	10250216

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		SEWER OPER - EXPENSE W&S BUSI			
TREASURER BOND - WATER/SEWER FUM	18.39	INSURANCE	07800400-42236-	376333816261	10250216
		WATER OPER - EXPENSE W&S BUSI			
TREASURER BOND - WATER/SEWER FUM	18.38	INSURANCE	07700400-42236-	376333816261	10250216
		Vendor Total: \$425.00			
MENARDS CARPENTERSVILLE					
		GENERAL SERVICES PW - EXPENSE			
WASHERS/HEX NUTS	13.96	SMALL TOOLS & SUPPLIES	01500300-43320-	27032	50250002
		Vendor Total: \$13.96			
MESCO CORPORATION					
		WATER OPER - EXPENSE W&S BUSI			
WTP #2 - SPLIT CASE REBUILD KIT	1,035.00	MAINT - TREATMENT FACILITY	07700400-44412-	71687	70250149
		Vendor Total: \$1,035.00			
MOTOROLA SOLUTIONS INC					
		BLDG MAINT- REVENUE & EXPENSES			
STARCOM21 PW AUGUST 2024	299.00	RADIO COMMUNICATIONS	28900000-42215-	8639120240701	10250214
		GENERAL SERVICES PW - EXPENSE			
STARCOM21 PW AUGUST 2024	299.00	RADIO COMMUNICATIONS	01500300-42215-	8639120240701	10250214
		PWA - EXPENSE PUB WORKS			
STARCOM21 PW AUGUST 2024	299.00	RADIO COMMUNICATIONS	01400300-42215-	8639120240701	10250214
		SEWER OPER - EXPENSE W&S BUSI			
STARCOM21 PW AUGUST 2024	299.00	RADIO COMMUNICATIONS	07800400-42215-	8639120240701	10250214
		VEHCL MAINT-REVENUE & EXPENSES			
STARCOM21 PW AUGUST 2024	299.00	RADIO COMMUNICATIONS	29900000-42215-	8639120240701	10250214
		WATER OPER - EXPENSE W&S BUSI			
STARCOM21 PW AUGUST 2024	299.00	RADIO COMMUNICATIONS	07700400-42215-	8639120240701	10250214
		Vendor Total: \$1,794.00			
NAPA AUTO SUPPLY ALGONQUIN					
		VEHICLE MAINT. BALANCE SHEET			
OZIUM GEL	14.97	INVENTORY	29-14220-	241976	29250008

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		VEHICLE MAINT. BALANCE SHEET			
CAPSULES	19.16	INVENTORY	29-14220-	241195	29250008
		VEHICLE MAINT. BALANCE SHEET			
SWITCH	46.61	INVENTORY	29-14220-	241376	29250008
		VEHICLE MAINT. BALANCE SHEET			
RELAY	16.68	INVENTORY	29-14220-	242245	29250008
		VEHICLE MAINT. BALANCE SHEET			
COOLANT TESTER	25.09	INVENTORY	29-14220-	242446	29250008
		VEHICLE MAINT. BALANCE SHEET			
SWAY BAR LINK	39.54	INVENTORY	29-14220-	242260	29250008
		VEHICLE MAINT. BALANCE SHEET			
COOLANT HOSES	71.28	INVENTORY	29-14220-	242678	29250008
		VEHICLE MAINT. BALANCE SHEET			
V-BELTS	106.56	INVENTORY	29-14220-	242367	29250008
		Vendor Total: \$339.89			
NEWCASTLE ELECTRIC INC					
		WATER OPER - EXPENSE W&S BUSI			
ZANGE BOOSTER - PUMP EVALUATIONS	435.00	MAINT - BOOSTER STATION	07700400-44410-	2789	70250146
		WATER OPER - EXPENSE W&S BUSI			
WELL #10 ELECTRICAL UPGRADES	2,872.29	MAINT - WELLS	07700400-44418-	2790	70250147
		Vendor Total: \$3,307.29			
NICOR GAS					
		WATER OPER - EXPENSE W&S BUSI			
7/3/24 - 8/5/24 WTP #1	299.82	NATURAL GAS	07700400-42211-	44-94-77-1000 8	70250016
		SWIMMING POOL -EXPENSE GEN GOV			
7/3/24 - 8/5/24 POOL HOUSE	796.91	NATURAL GAS	05900100-42211-	77-21-74-1000 8	10250008
		Vendor Total: \$1,096.73			
NORTH EAST MULTI REGIONAL TRAINING					
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WOGSLAND RED DOT COURSE	200.00	TRAVEL/TRAINING/DUES	01200200-47740-	359890	20250061
Vendor Total: \$200.00					
NUTOYS LEISURE PRODUCTS					
PLAYGROUND REPAIRS	632.20	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	55656	50250048
Vendor Total: \$632.20					
OFFICE DEPOT					
PAPER/PESN/BINDER CLIPS	64.46	PWA - EXPENSE PUB WORKS OFFICE SUPPLIES	01400300-43308-	381121352001	40250001
Vendor Total: \$64.46					
ONE TIME PAY					
HYD METER REFUND/GRAND RESERVE	917.06	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
CO-010203-00 CITATION REFUND	40.00	GEN FUND REVENUE - GEN GOV MUNICIPAL COURT	01000100-35095-	CO-010203-00 REFUND	
CO-010203-00 CITATION REFUND	50.00	GEN FUND REVENUE - PUB SAFETY MUNICIPAL - POLICE FINES	01000200-35053-	CO-010203-00 REFUND	
H BROCKMAN/CANCELLED CLASS	54.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	CLASS REFUND	
NISRA/SAWYER & HUNTER/SUMMER CLA	152.00	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	NISRA/SUMMER CLASSES	
NISRA/C MOORE/SPRING CLASSES	165.00	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	NISRA/SPRING CLASSES	
Refund-Class Registration for	11.00	SWIMMING POOL REVENUE-GEN GOV SWIMMING LESSONS	05000100-34520-	R06-2024-001309	
Refund-Class Registration for	11.00	SWIMMING POOL REVENUE-GEN GOV SWIMMING LESSONS	05000100-34520-	R07-2024-002198	
Refund-Class Registration for	11.00	SWIMMING POOL REVENUE-GEN GOV SWIMMING LESSONS	05000100-34520-	R07-2024-002437	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Refund-Class Registration for	46.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	R07-2024-002987	
Vendor Total: \$1,457.06					
PACE ANALYTICAL SERVICES LLC					
LAB TESTING	876.40	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	247205198	70250015
Vendor Total: \$876.40					
PAHCS II					
RANDOM DRUG SCREENING	40.00	POLICE - EXPENSE PUB SAFETY PHYSICAL EXAMS	01200200-42260-	554353	10250221
Vendor Total: \$40.00					
POMPS TIRE SERVICE INC					
TIRES	276.78	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640118249	29250016
Vendor Total: \$276.78					
PVS TECHNOLOGIES INC					
CHEMICALS - FERRIC CHLORIDE	10,729.93	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	362878	70250013
Vendor Total: \$10,729.93					
RADAR MAN INC					
RADAR CERTIFICATIONS	1,426.05	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	6338	29250066
Vendor Total: \$1,426.05					
RALPH HELM INC					
CLAMPING PIECES/WING NUTS	135.51	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	399256	29250055
Vendor Total: \$135.51					
RED WING SHOE STORE					
SAFETY BOOTS - KORNFEIND AND RAHII	97.75	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	20240815010153	70250150
SAFETY BOOTS - KORNFEIND AND RAHII	297.74	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	20240815010153	70250150
Vendor Total: \$395.49					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RES GREAT LAKES LLC					
LAKE DRIVE SOUTH DETENTION	1,023.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	IN48482	40250140
NATURAL AREA MAINTENANCE	2,000.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	IN48488	40250141
WWTP NATURALIZATION MAINT	3,400.00	W & S IMPR. - EXPENSE W&S BUSI INFRASTRUCTURE MAINT IMPRO	12900400-43370-	IN48480	40250146
WETLAND MITIGATION NORTHPOINT MAI	18,440.00	NAT & DRAINAGE - EXPENSE PW MAINT - WETLAND MITIGATION	26900300-44408-	IN48486	40250152
Vendor Total: \$24,863.00					
SCOTT HENRIE					
UB 3012379 1022 TWISTED OAK	79.64	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	133850	
Vendor Total: \$79.64					
SEBERT LANDSCAPING CO					
LANDSCAPE MAINTENANCE - AUGUST 20	3,824.14	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	279471	28250025
LANDSCAPE MAINTENANCE - AUGUST 20	42,839.17	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	279471	50250009
LANDSCAPE MAINTENANCE - AUGUST 20	793.95	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	279471	50250009
LANDSCAPE MAINTENANCE - AUGUST 20	5,717.60	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	279471	50250009
Vendor Total: \$53,174.86					
SHELL FLEET PLUS					
FUEL FOR SQUADS	34.33	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	99122026	10250011
Vendor Total: \$34.33					
SIRCHIE ACQUISITION CO LLC					
POLICE - EXPENSE PUB SAFETY					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
EVIDENCE SUPPLIES	112.60	MATERIALS	01200200-43309-	0659309-IN	20250062
Vendor Total: \$112.60					
SKYHAWKS SPORTS ACADEMY INC					
SUMMER SESSION I	1,644.30	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	58704R1	10250079
Vendor Total: \$1,644.30					
SPORTS R US INC					
SUMMER SESSION II	1,177.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	2762	10250081
Vendor Total: \$1,177.00					
STREICHERS					
CROSSING GUARD RAIN COAT	134.00	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	11714139	20250064
Vendor Total: \$134.00					
T-MOBILE USA INC					
LIFT STATION INTERNET 7/21/24 - 8/20/24	37.00	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	984376041	10250038
Vendor Total: \$37.00					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY - AUGUST 2024	357.34	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	31851	10250015
INTERNET E-PAY - AUGUST 2024	357.35	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	31851	10250015
8/21/2024 UTILITY BILL	1,564.55	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	31850	10250223
8/21/2024 UTILITY BILL	1,564.56	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	31850	10250223
Vendor Total: \$3,843.80					
TODAYS UNIFORMS					
UNIFORM PURCHASE - SUTRICK	52.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	262906	20250060

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		POLICE - EXPENSE PUB SAFETY			
UNIFORM PURCHASE - MOORE	74.95	UNIFORMS & SAFETY ITEMS	01200200-47760-	263540	20250060
		POLICE - EXPENSE PUB SAFETY			
UNIFORM PURCHASE - PUMP	101.90	UNIFORMS & SAFETY ITEMS	01200200-47760-	262932	20250060
	Vendor Total: \$229.80				
TRI-R SYSTEMS INC					
		SEWER OPER - EXPENSE W&S BUSI			
BELT FILTER PRESS	1,100.00	MAINT - TREATMENT FACILITY	07800400-44412-	006142	70250148
	Vendor Total: \$1,100.00				
TRICIA A WALLACE					
		RECREATION - EXPENSE GEN GOV			
YOGA-SUMMER SESSION III	554.40	RECREATION PROGRAMS	01101100-47701-	2024-7	10250074
	Vendor Total: \$554.40				
TROTTER & ASSOCIATES INC					
		W & S IMPR. - EXPENSE W&S BUSI			
ALGONQUIN SHORES LS PRESSURIZED I	1,655.25	ENGINEERING/DESIGN SERVICE	12900400-42232-W2422	23701	40250148
		W & S IMPR. - EXPENSE W&S BUSI			
WATER SYSTEM MASTER PLAN UPDATE	3,003.00	ENGINEERING/DESIGN SERVICE	12900400-42232-	23683	40250147
	Vendor Total: \$4,658.25				
TVG-MGT HOLDINGS, LP					
		CDD - EXPENSE GEN GOV			
6/30/24 - 7/27/24 BLANCHARD	5,376.00	PROFESSIONAL SERVICES	01300100-42234-	MGT35893	30250008
		CDD - EXPENSE GEN GOV			
6/30/24 - 7/27/24 KALCHBRENNER	9,884.00	PROFESSIONAL SERVICES	01300100-42234-	MGT35894	30250008
	Vendor Total: \$15,260.00				
TYLER TECHNOLOGIES INC					
		GEN NONDEPT - EXPENSE GEN GOV			
TYLER RESIDENT ACCESS - JULY 2024	560.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	045-478390	10250215
		SEWER OPER - EXPENSE W&S BUSI			
TYLER RESIDENT ACCESS - JULY 2024	70.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	045-478390	10250215
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
TYLER RESIDENT ACCESS - JULY 2024	70.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	045-478390	10250215
		GEN NONDEPT - EXPENSE GEN GOV			
TYLER MUNIS EERP 9-6-24 THRU 9-5-25	71,190.35	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	045-479067	10250217
		SEWER OPER - EXPENSE W&S BUSI			
TYLER MUNIS EERP 9-6-24 THRU 9-5-25	13,071.57	IT EQUIPMENT & SUPPLIES	07800400-43333-	045-479067	10250217
		WATER OPER - EXPENSE W&S BUSI			
TYLER MUNIS EERP 9-6-24 THRU 9-5-25	13,071.57	IT EQUIPMENT & SUPPLIES	07700400-43333-	045-479067	10250217
Vendor Total: \$98,033.49					
V3 CONSTRUCTION GROUP LTD					
		NAT & DRAINAGE - EXPENSE PW			
TRAILS OF WOODS CREEK - WETLAND M	12,913.75	MAINT - WETLAND MITIGATION	26900300-44408-	000000724396	40250139
Vendor Total: \$12,913.75					
VERIZON WIRELESS SERVICES LLC					
		BLDG MAINT- REVENUE & EXPENSES			
7/14/2024 - 8/13/2024 STATEMENT	203.20	TELEPHONE	28900000-42210-	9971417987	10250225
		CDD - EXPENSE GEN GOV			
7/14/2024 - 8/13/2024 STATEMENT	549.96	TELEPHONE	01300100-42210-	9971417987	10250225
		GEN NONDEPT - EXPENSE GEN GOV			
7/14/2024 - 8/13/2024 STATEMENT	21,221.63	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9971417987	10250225
		GENERAL SERVICES PW - EXPENSE			
7/14/2024 - 8/13/2024 STATEMENT	1,288.67	TELEPHONE	01500300-42210-	9971417987	10250225
7/14/2024 - 8/13/2024 STATEMENT	1,286.19	IT EQUIPMENT & SUPPLIES	01500300-43333-	9971417987	10250225
		GS ADMIN - EXPENSE GEN GOV			
7/14/2024 - 8/13/2024 STATEMENT	480.10	TELEPHONE	01100100-42210-	9971417987	10250225
7/14/2024 - 8/13/2024 STATEMENT	454.97	IT EQUIPMENT & SUPPLIES	01100100-43333-	9971417987	10250225
		POLICE - EXPENSE PUB SAFETY			
7/14/2024 - 8/13/2024 STATEMENT	723.33	TELEPHONE	01200200-42210-	9971417987	10250225
		PWA - EXPENSE PUB WORKS			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/14/2024 - 8/13/2024 STATEMENT	494.26	TELEPHONE	01400300-42210-	9971417987	10250225
		RECREATION - EXPENSE GEN GOV			
7/14/2024 - 8/13/2024 STATEMENT	137.57	TELEPHONE	01101100-42210-	9971417987	10250225
		SEWER OPER - EXPENSE W&S BUSI			
7/14/2024 - 8/13/2024 STATEMENT	426.44	TELEPHONE	07800400-42210-	9971417987	10250225
7/14/2024 - 8/13/2024 STATEMENT	2,652.28	IT EQUIPMENT & SUPPLIES	07800400-43333-	9971417987	10250225
		VEHCL MAINT-REVENUE & EXPENSES			
7/14/2024 - 8/13/2024 STATEMENT	166.56	TELEPHONE	29900000-42210-	9971417987	10250225
		WATER OPER - EXPENSE W&S BUSI			
7/14/2024 - 8/13/2024 STATEMENT	704.96	TELEPHONE	07700400-42210-	9971417987	10250225
7/14/2024 - 8/13/2024 STATEMENT	2,652.27	IT EQUIPMENT & SUPPLIES	07700400-43333-	9971417987	10250225
Vendor Total: \$33,442.39					
VICTORIA E GARCIA					
UB 3189608 2613 CHRISTIE	61.98	AR - WATER BILLING	07-12110-	133848	
Vendor Total: \$61.98					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES, ORDINANCE VIOLATION	8,047.50	SMALL TOOLS & SUPPLIES	01200200-43320-	170046	
		POLICE - EXPENSE PUB SAFETY			
TRAFFIC CASES, ORD VIOL-COSTS ADVA	18.33	LEGAL SERVICES	01200200-42230-	170046	
		POLICE - EXPENSE PUB SAFETY			
PLANNING, ZONING, BLDG COMMISSIONI	300.00	LEGAL SERVICES	01300100-42230-	170046	
		CDD - EXPENSE GEN GOV			
LIQUOR COMMISSIONER	50.00	LEGAL SERVICES	01100100-42230-	170046	
		GS ADMIN - EXPENSE GEN GOV			
FREEDOM OF INFORMATION ACT	250.00	LEGAL SERVICES	01200200-42230-	170046	
		POLICE - EXPENSE PUB SAFETY			
		GS ADMIN - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MISCELLANEOUS	250.00	LEGAL SERVICES	01100100-42230-	170046	
		GS ADMIN - EXPENSE GEN GOV			
MUNICIPAL CODE	100.00	LEGAL SERVICES	01100100-42230-	170046	
		POLICE - EXPENSE PUB SAFETY			
POLICE DEPARTMENT	350.00	LEGAL SERVICES	01200200-42230-	170046	
		CDD - EXPENSE GEN GOV			
MEETINGS	50.00	LEGAL SERVICES	01300100-42230-	170046	
		GS ADMIN - EXPENSE GEN GOV			
MEETINGS	1,350.00	LEGAL SERVICES	01100100-42230-	170046	
		STREET IMPROV- EXPENSE PUBWRKS			
PUBLIC WORKS/STREETS	150.00	LEGAL SERVICES	04900300-42230-	170046	
		GENERAL SERVICES PW - EXPENSE			
PULBIC WORKS/ADMINISTRATION	150.00	LEGAL SERVICES	01500300-42230-	170046	
		STREET IMPROV- EXPENSE PUBWRKS			
PULBIC WORKS/ADMINISTRATION	1,000.00	LEGAL SERVICES	04900300-42230-	170046	
		CDD - EXPENSE GEN GOV			
TRAFFIC, ORD VIOLATIONS-MUN COURT	217.50	LEGAL SERVICES	01300100-42230-	170046	
		POLICE - EXPENSE PUB SAFETY			
TRAFFIC, ORD VIOLATIONS-MUN COURT	181.25	LEGAL SERVICES	01200200-42230-	170046	
		CDD - EXPENSE GEN GOV			
VILLAGE PROP MATTERS - MISCELLANE	100.00	LEGAL SERVICES	01300100-42230-	170046	
		GS ADMIN - EXPENSE GEN GOV			
VILLAGE PROP MATTERS - MISCELLANE	150.00	LEGAL SERVICES	01100100-42230-	170046	
		STREET IMPROV- EXPENSE PUBWRKS			
VILLAGE PROP MATTERS - MISCELLANE	850.00	LEGAL SERVICES	04900300-42230-	170046	
		GS ADMIN - EXPENSE GEN GOV			
VIL PROP MATTERS-MISC-COSTS ADVAN	46.50	LEGAL SERVICES	01100100-42230-	170046	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
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Vendor Total: \$13,611.08

REPORT TOTAL: \$1,248,626.84

Village of Algonquin

List of Bills 9/3/2024

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	404,494.93
02	CEMETERY	100.00
03	MFT	3,377.09
04	STREET IMPROVEMENT	-5,146.31
05	SWIMMING POOL	2,289.55
06	PARK IMPROVEMENT	522,877.03
07	WATER & SEWER	124,667.06
12	WATER & SEWER IMPROVEMENT	8,058.25
26	NATURAL AREA & DRAINAGE IMPROV	147,538.00
28	BUILDING MAINT. SERVICE	20,444.85
29	VEHICLE MAINT. SERVICE	19,926.39
TOTAL ALL FUNDS		<u><u>1,248,626.84</u></u>

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

DATE: 8-27-24

APPROVED BY: 



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

September 2, 2024

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

September 3, 2024	Tuesday	7:30 PM	Village Board Meeting	GMC
September 9, 2024	Monday	7:00 PM	Planning & Zoning Commission Meeting	GMC
September 10, 2024	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
September 11, 2024	Wednesday	7:00 PM	Historic Commission Meeting	HVH
September 17, 2024	Tuesday	7:30 PM	Village Board Meeting	GMC
September 17, 2024	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC

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

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



Village of Algonquin

Police Department



-MEMORANDUM-

DATE: August 16, 2024
TO: Tim Schloneger, Village Manager
FROM: Dennis Walker, Chief of Police
SUBJECT: McHenry County Sheriff SWAT Team Mutual Aid Agreement

Attached please find the Mutual Aid Agreement for McHenry County Sheriff's SWAT team. APD has been a part of this team for the last four years and are looking to continue this partnership.

The SWAT team agreement commits the Police Department for a four-year term to provide law enforcement services at events and operations when requested by participating agencies. The Police Department has asked for assistance from the SWAT team in the past as support for a local protest and have provided officers for other circumstances throughout the county.

I respectfully request this agreement be forwarded to the Village Board for approval and signature.



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 between the Village of Algonquin and McHenry County Sheriff for SWAT Team Mutual Aid, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

MUTUAL AID AGREEMENT
FOR THE
MCHENRY COUNTY SHERIFF S.W.A.T. TEAM

This Agreement is made and entered into this ____ day of ____, 2024, by and between the COUNTY OF MCHENRY, a body politic and corporate of the State of Illinois (hereinafter referred to as the “COUNTY”), and the undersigned units of local government (hereinafter referred to as the “PARTNER AGENCIES”).

WHEREAS, the COUNTY and the PARTNER AGENCIES are authorized by the terms and provisions of 5 ILCS 220/5 et. seq., to enter into intergovernmental and mutual aid agreements, ventures and undertakings to perform jointly any governmental purposes or undertaking any of them could do singularly; and

WHEREAS, it is desired that the PARTNER AGENCIES become members of the McHenry County S.W.A.T. unit for the purpose of creating a S.W.A.T. team to support the McHenry County Sheriff’s Department and other local law enforcement jurisdictions in providing a tactical response to critical incidents in McHenry County.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

1. Purpose

The purpose of this Mutual Aid Agreement is to create an inter-departmental S.W.A.T. Team for McHenry County which will allow for the following:

- a. Comprehensive training resources to members of the team
- b. Allow officers selected from the parties hereto to deploy and function as a team member during a critical incident
- c. Allow team members to effectuate arrests and otherwise exercise all lawful police powers in jurisdictions other than their own

2. Obligations of the Parties

The COUNTY’s obligations and responsibilities shall include the following

- a. Bi-Monthly instruction and training

- b. Use of MCSO equipment
- c. Use of outdoor range and training facilities
- d. Coordination of S.W.A.T. activities including selection and review of members, team formation, equipment and uniform ordering, and communication
- e. Development of a command and control structure

The obligations of PARTNER AGENCIES shall include:

- a. Nomination of officers to MCSO for evaluation and selection with a three years commitment for each officer nominated
- b. Coverage of all wages, benefits, and insurance of participating officers employed by their department
- c. Commitment to allow its selected officers to participate in monthly training
- d. Funding for individual equipment purchases and training (estimated expenses attached hereto as Exhibit 1)
- e. Authority for its officers to use their department issued equipment including rifles for any S.W.A.T activities

3. Relationship of the Parties

As a member of S.W.A.T., the SHERIFF shall deputize any officer selected from the PARTNER AGENCY and each officer shall act as a deputy to the SHERIFF until notified otherwise by the COUNTY or the SHERIFF. PARTNER AGENCY police officers acting under this Agreement shall continue to be covered by their employing agency, _____, for the purposes of worker's compensation, unemployment compensation, disability benefits, and other employee benefits and civil liability, and shall be considered while so acting to be in the ordinary course of their employment.

Any officer that is employed by the PARTNER AGENCY and acting under this Agreement shall be considered an employee of the PARTNER AGENCY and shall not be considered an employee of the COUNTY regardless of the supervision or control of the officer's actions while acting as a member of the McHenry County Sheriff's S.W.A.T.. At no point shall the COUNTY be responsible for payment of worker's compensation, unemployment compensation, disability or death benefits, or any other employee benefits to any employee of the PARTNER AGENCY acting under this Agreement.

The PARTNER AGENCY acknowledges and accepts that the

SHERIFF may from time to time conduct random drug screening on PARTNER AGENCY officers operating under the scope of this Agreement as a part of the normal course of completing the objectives of this Agreement. In the event a PARTNER AGENCY officer screens positive for the presence of illegal drugs or narcotics, the SHERIFF reserves the right to immediately expel the PARTNER AGENCY officer from the S.W.A.T..

1. Selection and Removal Process

Each PARTNER AGENCY agrees to the selection and removal process attached to this agreement as Exhibit 2. The MCSO reserves the right to make changes to the attached selection and removal standards at any time without notice to each PARTNER AGENCY.

2. Indemnification

The PARTNER AGENCIES shall indemnify, hold harmless and defend the COUNTY and the SHERIFF, their officers, deputies and employees from and against any and all liability, loss, costs, damages, expenses, claims or actions, including, but not limited to, incidental and consequential damages, and expenses, including, but not limited to attorney's fees which the COUNTY and the SHERIFF, their officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising out of the sole negligence of said PARTNER AGENCY, its officers, agents, or employees, in the execution, performance, or failure to adequately perform, its obligations pursuant to this Agreement.

The PARTNER AGENCIES shall indemnify the COUNTY and the SHERIFF from and against liability resulting from the willful or wanton acts or omissions of said PARTNER AGENCY, its officers, agents and employees, as determined by a court of law making a specific finding of fact, without limitations, in the providing of services as set forth in this Agreement.

The COUNTY shall indemnify, hold harmless and defend each PARTNER AGENCY, its officers, deputies and employees from and against any and all liability, loss, costs, damages, expenses, claims or actions, including, but not limited to incidental and consequential damages, and expenses including, but not limited to, attorney's fees which the PARTNER AGENCY, its officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising out of the sole negligence of the COUNTY or the SHERIFF, its officers, agents, or employees, in the

execution, performance, or failure to adequately perform, its obligations pursuant to this Agreement.

The COUNTY shall indemnify each PARTNER AGENCY from and against liability resulting from the willful or wanton acts or omissions of the COUNTY or the SHERIFF, its employees and agents, as determined by a court of law making a specific finding of fact, without limitation, in the providing of services as set forth in this Agreement.

The indemnification provisions of this Agreement shall survive the termination of this Agreement.

5. Term and Termination

The term of this Agreement is for an initial 4 year period beginning the date of execution by each Party.

A PARTNER AGENCY may withdraw its officer(s) from the McHenry County S.W.A.T. Team upon thirty (30) days written notice of withdrawal to the COUNTY, the effect of which shall terminate its rights, obligations and privileges under this Agreement. The COUNTY may terminate this Agreement upon thirty (30) days written notice of termination to the PARTNER AGENCY.

The parties understand that any funds expended for training or joint equipment purchases shall not be refunded upon termination of this Agreement

6. Insurance

The PARTNER AGENCIES and the COUNTY shall maintain for the duration of this Agreement, and any extensions thereof, at their own expense, all law enforcement insurance required by law and insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:

- 1) Commercial General Liability in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and

Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- 2) Business Auto Liability, to include, but not be limited to, Bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
- 3) Workers Compensation Insurance to cover all employees, including independent contractors working in a law enforcement capacity, that meets statutory limits in compliance with applicable state and federal laws. The coverage must include Employer's Liability with minimum limits of \$100,000 for each incident.

In reference to the insurance coverage maintained by the PARTNER AGENCIES and the COUNTY, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other party. Certificates of Insurance evidencing the above-required insurance shall be supplied to the other party within ten (10) days of approval of this agreement.

Each party shall have the other party named as Additional Insured on its Commercial General Liability and shall include such wording in its certificate of insurance.

7. Non-Discrimination No person shall illegally be excluded from employment rights or participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, religion, color, sex, age, disability, or national origin, the classifications of "gender" and "sexual orientation."

8. Entire Agreement

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. This Agreement may be amended by mutual consent of all of the parties, which shall be in writing and signed and executed with the same formality with which this instrument was executed.

9. Governing Law

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

Each person signing this Agreement on behalf of one of the parties agrees, represents and warrants that he or she has been duly and validly authorized to execute this Agreement on behalf of their party.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

County of McHenry

By: _____

Robb Tadelman
McHenry County Sheriff

Date: _____

PARTNER AGENCY

ATTEST:

By: _____

By: _____

It's: _____

Its: _____

Date: _____

Date: _____

Exhibit 1

S.W.A.T. Equipment and Training Purchase Requirements and Price Estimates

- Equipment provision
 - One-time funding for Tactical Vest, plates, side armor, accessories and uniforms
 - Approximately \$1,581.00 + \$160 for Uniform pants, U Coat and Tactical Combat Shirt
 - One-time funding for Tactical Helmet
 - Approximately \$685.00
 - One-time funding for Tactical Communications
 - Approximately \$500.00 - \$1,200.00
 - Funding for Basic SWAT School (if applicable)

NOTE: all prices are approximate. Prices and costs fluctuate and change regularly. The numbers used in this Exhibit are to provide a guide and structure for budgeting for one-time equipment purchases and annual training expenses.

Exhibit 2

S.W.A.T. Selection and Removal Process

SELECTION

- Sister agencies may nominate an officer(s) for consideration of assignment to the SWAT Team as long as they meet the following criteria:
 - Not on probation with an additional two (2) years of LE duties
 - Exceptions considered for prior military or LE Tactical experience
- Once an officer has been nominated for consideration they will participate in a selection process consisting of:
 - Pass/Fail rifle and Pistol skills test
 - Pass/Fail physical agility test
 - Stress Inoculation test
 - Decision making diagnostic

- Interview Board
- All test and assessment will be Pass/Fail regardless of age or gender
- The Sheriff or designee shall appoint a qualified applicant to the team following review and recommendation by the SWAT Commander.
- Selection will be held on as needed basis

Physical Fitness Standards and Firearms Qualifications

Specific details of the test(s) are listed below and/or attached:

The **rifle qualification** is attached.

The **pistol qualification** is attached.

Pushups: Twenty-five in less than one minute (see attachment regarding pushups).

Sit-ups: Thirty-seven in less than one minute (see attachment regarding sit-ups).

“Tactical obstacle course”:

This course will involve completing an 880 yard course (2 laps around an Olympic track) consisting of three job-related tasks. At the 220 to 260 yard marks, the candidate must negotiate a 40-yard running weave consisting of nine cones placed five yards apart, with a lateral dispersion of five yards. Candidates must run to the left of the cones positioned on the inside of the track and to the right of the cones positioned to the outside of the track. At the 440 yard mark, candidates must stop and drag a supine “victim” ten yards. At the 660 yard mark, the candidate will renegotiate the running weave, this time dropping to the prone position (chest and hands in contact with the track) behind each of the nine alternately positioned cones before continuing to the finish line at the 880 yard mark. This course will be completed in four minutes forty-five seconds or less.

“Pursuit/Rescue climb” test:

This test involves completing a minimum of two pull ups while wearing a supplied ballistic vest and helmet. The candidates chin must go completely over the bar without swinging the body.

REMOVAL

Once selected and appointed to the SWAT team, all operational team members regardless of rank or position, must maintain acceptable standards of performance as specified in this agreement. Failure to meet the minimum acceptable standards will result in the team member being placed on a temporary, non-operational status for 30 days. Failure to meet the minimum acceptable standards within 60 days will result in the immediate removal from the team.

Being placed in a temporary non-operational status on two (2) or more occasions will result in a status review by the SWAT Commander and/or the Sheriff. Inability to participate in standard testing due to an undocumented injury will result in a status review by the SWAT Commander and/or the Sheriff.

A team member may voluntarily withdraw from the team at any time, for any reason. A team member may be removed from the team, without cause, when deemed necessary for the good of the team following a recommendation by the designated Team Leaders and Team Commander subject to approval by the Sheriff and/or designee.

AR-15/M-16 QUALIFICATION COURSE OF FIRE

TOTAL ROUNDS / SCORE: 30 (.223/ 5.56 mm) SCORE 80 % (24 HITS OR BETTER)
TARGET: B-27 SILLHOUETTE / SCORE OF 8 RING OR BETTER ONLY
OR 8 1/2 " X 14" SHEET OF PAPER
STARTING POSITION: BEGIN ALL STAGES OF FIRE, STANDING, RIFLE AT LOW READY, SAFETY ON.

STAGE #1: STANDING FREESTYLE, DISTANCE 25 YARDS, 10 ROUNDS IN MAGAZINE.

- On the command to fire, the shooter fires on round within 5 seconds and returns to the low ready.
- Repeat 5 times (5 rounds).
- The next five rounds are fired continuously within 15 seconds (5 rounds).
- The weapon is cleared and made safe.
- On command all shooter will move to the 50 yard line.

STAGE #2: STANDING TO KNEELING, DISTANCE OF 50 YARDS, 10 ROUNDS IN MAGAZINE.

- Shooter begins standing.
- On command moves to the kneeling position and fires 5 rounds in 15 seconds then safely recovers to standing.
- On command shooter moves to the prone position and fires 5 rounds in 25 seconds and then safely recovers to standing.
- The weapon is cleared and made safe.

- On command shooter moves to the 75 yard line.

STAGE #3: STANDING TO PRONE, DISTANCE IS 75 YARDS, **10 ROUNDS IN MAGAZINE.**

- Shooter begins in standing position.
- On command, shooter moves to prone and fires 10 rounds in 30 seconds.

Course #1 – #9 are from the five yard line. Course #10 is from the 15 yard line.

Course #1: 1 round 1 target from the high ready: 1 second

Course #2: 1 round 1 target from the holster: 1.7 seconds

Course #3: 2 rounds 1 target from the high ready: 1.5 seconds

Course #4: 6 shots on 1 target from the high ready: 3 seconds

Course #5: 2 rounds on 2 targets from the high ready: 3 seconds

Course #6: 4 rounds: 2 from strong hand, 2 from weak hand, 1 target from the high ready: 5 seconds

Course #7: Start w/empty chamber, click, tap, rack, bang from high ready: 3 seconds

Course #8: 4 rounds: from the high ready fire 2 shots, reload and fire two shots: 5 seconds

Course #9: 1 dry pull from rifle, 1 round from pistol: 5 seconds

Course #10: 1 round starting from standing holstered to kneeling: 4.25 seconds

PT Test & Instructions:

Pushups:

Twenty-five in less than one minute.

- In one-minute or less you must complete 25 push-ups
- Hands placed on ground slightly wider than shoulder width
- Start in the up position, back straight, knees off the ground, elbows locked
- Lower your body until your chest touches the ground
- Return to the start position
- You may rest in the start position only
- A rep will not count unless the above instructions are followed

Sit-ups:

Thirty-seven in less than one minute.

- Start position is lying on your back, shoulder blades on the ground, knees bent, feet flat
- Arms and hands must be flat against the chest throughout the entire repetition
- A partner will hold the feet down
- Move to the up position where the elbows must contact the knees
- Return to the start position
- You may rest in the up positions only
- A rep will not count unless the above instructions are followed

“Tactical obstacle course”:

This course will involve completing an 880 yard course (2 laps around an Olympic track) consisting of three job-related tasks.

- At the 220 to 260 yard marks, the candidate must negotiate a 40-yard running weave consisting of nine cones placed five yards apart, with a lateral dispersion of five yards. Candidates must run to the left of the cones positioned on the inside of the track and to the right of the cones positioned to the outside of the track.
- At the 440 yard mark, candidates must stop and drag a supine “victim” ten yards.
- At the 660 yard mark, the candidate will renegotiate the running weave, this time dropping to the prone position (chest and hands in contact with the track) behind each of the nine alternately positioned cones before continuing to the finish line at the 880 yard mark.

This course will be completed in four minutes forty-five seconds or less.

“Pursuit/Rescue climb” test:

This test involves completing a minimum of two pull ups while wearing a supplied ballistic vest and helmet.

- Starting in the hanging position with no bend in the elbows and hands facing away from the body.
- The candidate’s chin must go completely over the bar.

“Assault dash” test:

This course involves starting from the prone position, wearing body armor and carrying an unloaded rifle, run forty yards. This test will be completed in less than eight seconds.



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 3, 2024
<u>SUBMITTED BY:</u>	Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	St. Margaret Mary School; Algonquin's Oktoberfest, Public Event/Entertainment License – September 14 & 15, 2024

ACTION REQUESTED:

Daniel Barton, on behalf of St. Margaret Mary School, is seeking approval of a public event/entertainment license for Algonquin's Oktoberfest on Saturday, September 14 and Sunday, September 15, 2024. The event will occur at St. Margaret Mary School at 119 South Hubbard Street. The setup will be on September 13 at 2:00 pm. No street closure is requested. The event will include live music, food vendors, beer sales, and bouncy houses.

The event area will be located in the field behind the school and will be fenced off. All alcohol consumption will be within the fenced area. Parking will be in the school parking lot and any overflow will go to the church parking lot. The applicant is requesting that no parking be allowed on the west side of Eastgate Court from the school parking lot to the first house.

The applicant is requesting two police officers from 6:00 pm to 11:00 pm on September 14.

There is no admission fee. Approximately 3,000 participants are expected.

The applicant is 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:

- This Special Event Permit shall be visible at all times;
- 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;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed. The coordinator shall notify the Village of any changes in location or operations, which may be subject to further review and approval by the Village;
- All Village fees must be paid prior to the event unless they are waived by the Village Board;
- A Special Event Permit to sell alcohol must be obtained from the Village and State Liquor Commissioners;
- 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;

- All servers shall be Basset certified;
- 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;
- Alcohol consumption shall be limited to the fenced in area on the site plan;
- The Applicant must coordinate with the Police Department to secure police presence through proper form requests and work with the Police Department on a security plan;
- A temporary sign permit shall be required. No signs shall be placed in IDOT right-of-way.

ATTACHMENTS:

- Public Event License Application



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: Algonquin's Oktoberfest Presented by St Margaret Mary School

Sponsoring Organization:

Name: St Margaret Mary School Contact Name: Brenna Ohearn
Address: 119 S. Hubbard
City, State, ZIP: Algonquin IL. 60102
Phone: 847-658-5313 Email: bohearn@stmm.org

Event Coordinator:

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

Event Information:

Describe the Nature of the Event: A community event with live music, social garden, food vendors, and Bouncin All Around Bounce Houses

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

Event Address: 119 S. Hubbard

Date(s) and Time(s) of the Event: September 14th at 2pm to September 15th at 5 pm

Rain Date(s), if applicable:

Set-Up / Date Time September 13th 2pm

Maximum Number of Attendees/Participants Expected: 3000 people

Admission Fee: Yes No If Yes, list fee(s) to be charged: \$5 suggested donation

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

Fundraiser for the school

Event Website: https://stnmschool.org/oktoberfest/

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: Will have orange fence and signs with no alcohol beyond this point with people at the entrances and exits.

Dan Barton

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: _____

Parking will be in the school parking lot with overflow to the church. Requesting that the west side of east gate from the school lot to the first house on East Gate have no parking.

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

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

Do you want a fire truck or ambulance present? Yes _____ No _____ If Yes, for what hours and to perform what function? _____

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: _____

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: _____
September 14th Infintiy 8:30pm to 10:30pm, Libido Funk Circus 5:30pm to 7:30pm,
German Band 2:30pm 4:30pm

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.): _____

Portable toilets provided by Crown Restrooms. Electric provided by Sunbelt rentals

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:
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.

Dan Barton
Signature of Applicant

6/17/2024 Date

Dan Barton
Printed Name of Applicant

APPLICATION FOR "EVENT" LIQUOR PERMIT

TO: The Liquor Commissioner of the Village of Algonquin, Illinois
(PLEASE TYPE OR PRINT ALL INFORMATION)

The undersigned applicant, being duly sworn on oath, makes application for a Liquor Permit in the Village of Algonquin, as follows:

1. The name of the applicant to appear on the permit is: _____

2. The address of the applicant is: _____

3. The name and address of officer or agent for the applicant is: _____

4. A. The applicant is presently: (Complete all applicable parts)

- (1) Class ___ Licensee in the Village; License No. _____
- (2) Nonprofit organization, registered with the State of Illinois
- (3) Other type of organization: Please specify _____
(i.e., Fraternal, Educational, Civic, Political, Religious)
- (4) Provide Illinois Department of Revenue Tax Exempt Number and/or Illinois Business Tax Number assigned to your organization _____

B. The description and location of premises or place of business which is to be operated under the proposed permit: _____

C. The date(s) and hours of operation requested under the proposed permit are: _____

The number of days shall not exceed what is presently allowed by ordinance.

5. **BASSET Training Required:** Successful completion of a BASSET program, or other similar program as approved by the Chief of Police, is require for at least one person coordinating and responsible for the responsible sale of alcoholic liquor during the event. Such person

shall be present at the point of liquor sales at all times for the duration of the event.
Person holding the BASSETT Certificate: _____

Photocopies of a valid certificate of completion of a BASSET program shall be included with the application.

6. The applicant hereby files Certificates of Insurance, certifying that the applicant has in force and effect insurance as follows:
- Liquor Liability Insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate and;
 - General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

The Insurance Certificates must name the Village of Algonquin as Additional Insured.

“Host Insurance” shall not satisfy the requester defined above.

7. The applicant herewith submits the appropriate permit fee, in the amount of: \$_____, as set forth in the Liquor Control and Liquor Licensing Ordinance of the Village of Algonquin.

The applicant agrees to comply with all ordinances of the Village of Algonquin and the Laws of the State of Illinois.

Applicant: _____
Signed By: _____
Officer or Agent: _____
Daytime Phone: _____
Extension: _____

Subscribed and Sworn to before me this _____ day of _____, 20____

(Notary Public)

My Commission expires _____, 20_____.

SEAL





Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 3, 2024
<u>SUBMITTED BY:</u>	Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Algonquin Lions Club; Algonquin Lions Club/Village Vintner Wine & Beer Tasting Event at Village Vintner, Public Event/Entertainment License – September 7, 2024

ACTION REQUESTED:

Carolyn Williford, on behalf of the Algonquin Lions Club, is seeking approval of a public event/entertainment license for their 11th Annual Algonquin Lions Club/Village Vintner Wine & Beer Tasting Event at Village Vintner on Saturday, September 7, 2024. The event will occur at Village Vintner and the adjacent open space in the Esplanade Commons at 2380 Esplanade Dr. The open area will be fenced in. The setup will be in the morning on the day of the event and the event will occur from 11:00 am to 3:00 pm. No street closure is requested. There will be raffles at the event as well.

The admission fee is \$25 per ticket. Approximately 150 to 200 participants are expected. Proceeds will go to the Camp Lions of Illinois for Blind and Deaf Youth.

The applicant is 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:

- This Special Event Permit shall be visible at all times;
- 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;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed. The coordinator shall notify the Village of any changes in location or operations, which may be subject to further review and approval by the Village;
- All Village fees must be paid prior to the event unless they are waived by the Village Board;
- 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;
- All servers shall be Basset certified.

- 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.
- Alcohol consumption is limited to the footprint of Village Vintner. No alcohol consumption shall occur in the open area of the Esplanade Commons.

ATTACHMENTS:

- Public Event License Application



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 the Ganek Municipal Center (2200 Harnish Drive) or permits@algonquin.org at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: ALGONQUIN LIONS FOUNDATION
WINE AND BEER TASTING EVENT

Sponsoring Organization:
 Name: ALGONQUIN LIONS FOUND. Contact Name: CAROLYN WILLIFORD
 Address: [REDACTED]
 City, State, ZIP: ALGONQUIN IL
 Phone: [REDACTED] Email: [REDACTED]

Event Coordinator:
 Name: DEBORAH ADAMS / CAROLYN WILLIFORD
 Home Address: [REDACTED]
 City, State, ZIP: [REDACTED]
 Phone: [REDACTED] Email: [REDACTED]

Event Information:
 Describe the Nature of the Event: BEER AND WINE TASTING WITH Raffle Prizes
HELD AT VILLAGE CENTER ALGONQUIN

New Event Repeat Event If repeat, will anything be different this year? No

EXPANDED OUTSIDE AS 2023 - THIS
YEAR WILL BE THE 11TH YEAR VILLAGE CENTER

Event Address: 2380 ESPLANADE DRIVE ALGONQUIN

Date(s) and Time(s) of the Event: SEPT. 7TH 2024

Rain Date(s), if applicable: TBA MOVE EVENT INDOORS

Set-Up Date/Time: AM DAY OF EVENT

Maximum Number of Attendees/Participants Expected: 150-200

Admission Fee: Yes No If Yes, list fee(s) to be charged: \$25

How will the revenue be used (include donations to non-profit or charitable organizations): PROCEEDS
WILL GO TO CAMP LIONS OF ILLINOIS FOR BLIND
AND DEAF YOUTH

Event Website: https://e-clabhouse.org/sites/algouquin/calendar.php
(AND IS CURRENTLY BEING UPDATED)

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: __

USE OF TEMPORARY FENCING
LEADS MEMBERS

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: _____

ESPLANADE PARKING

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

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

Do you want a fire truck or ambulance present? Yes No If Yes, for what hours and to perform what function? _____

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: _____

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. VILLAGE WINTNER SERVERS

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: _____

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.): NO

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): Deborah Adams / Carolyn Williford
On-site contact's cell number: [REDACTED]
On-site contact's work number: [REDACTED]
On-site contact's home number: N/A

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.

Carolyn Williford
Signature of Applicant

7-13-24
Date

CAROLYN WILLIFORD
Printed Name of Applicant

LIONS EVENT COORDINATOR

Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

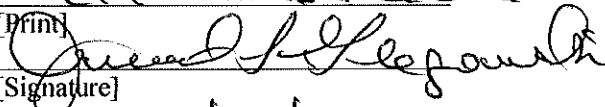
Permittee/
Licensee:

ALGONQUIN LIONS FOUNDATION

Circle all
that apply:

Applicant Sponsor Organizer Promoter

By:

JERROLD S. GLOGOWSKI (ALGONQUIN LIONS PRESIDENT)
[Print]

[Signature]

Date:

7/15/24



Village Vintner Winery, Brewery & Restaurant

2380 Esplanade Dr.

Algonquin IL 60102

Village Vintner Winery, Brewery & Restaurant is excited to host Algonquin Lion's Foundation 11th Annual Wine and Beer Tasting. The Date for this event has been agreed to be September 7th, 2024.

They also have been granted permission to utilize our parking lot for the extension of the tournament. We will provide service to the event.

I am the General Manager at the location. My name is Janet Westberg.

If there are any questions or other assistance that you may need, feel free to reach out.

JANET WESTBERG

GENERAL MANAGER - VILLAGE VINTNER WINERY, BREWERY &
RESTAURANT

Work: 847.658.4900

janet@thevillagevintner.com

2380 Esplanade Dr. Algonquin IL 60102

ESPLANADE COMMONS, LLC

COMMON AREA USE AGREEMENT

This agreement is made between ESPLANADE COMMONS, LLC ("Landlord") and D'VINE WINE CRAFTERS, LLC dba VILLAGE VINTNER WINERY ("Tenant") whereas Landlord has agreed to allow Tenant to use of the Common Area located to the west of the building ("Event Lawn Area") which boundaries are detailed further in Exhibit A, for the Algonquin Lions Club 12th Annual Beer and Wine Tasting event on Saturday, September 7th, 2024 so long as the following conditions are met.

Conditions of this agreement:

1. The Tenant agrees to supply an insurance certificate to the management company, prior to the event, naming the Landlord, Factotum Property Management, Inc. and Esplanade Building E Condominium Association as "Additional Insured" for the date of the event, which policy is to be in the following minimum limits: Two Million Dollars (\$2,000,000.00) aggregate limit, One Million Dollars (\$1,000,000.00) occurrence limit, One Million Dollars (\$1,000,000.00) personal injury limit, Five Thousand Dollars (\$5,000.00) medical expense limit, and Three Hundred Thousand Dollars (\$300,000) damage to rented premises. These are the limits as stated in the Lease. The certificate needs to show that the coverage is extended to the Event Lawn Area.
2. Prior to the event, a walk-through with the Property Manager will be conducted to note the condition of the Event Lawn Area. Tenant is wholly responsible for setting up meetings with the Property Manager not less than 5 days in advance of the event. Walkthrough will occur within the Property Manager's schedule.
3. The Tenant agrees to clean up the premises after use. All trash must be picked up and disposed of properly in the Tenant's own facilities. No trash is to remain within the Event Lawn Area or any other common area.
4. The Tenant agrees that any time further spent by Property Manager or Landlord beyond the pre and post inspections shall be reimbursed by Tenant.

Tenant Signature

Stephen Bayer

Date

7/29/2024

Tenant Signature

Robert Bayer

Date

7/29/2024

ESPLANADE COMMONS, LLC

WAIVER OF LIABILITY

FOR USE OF EVENT LAWN AREA AND COMMON AREAS

Any use of the Event Lawn Area is at the User's sole risk.

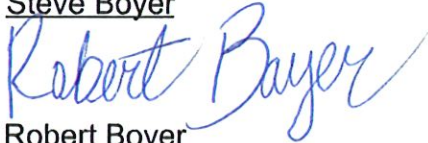
Esplanade Commons, LLC, Factotum Management Company, Inc., and Esplanade Building E Condominium Association, Inc.; and their respective successors, agents and assigns, including, without limitation, the Owners, Board of Directors and employees, are all referred to below as the "Indemnified Parties."

As a condition of Landlord allowing the use of the Event Lawn Area, you agree to the following in connection with any use of the Event Lawn Area and any other common areas by or through you:

1. Waiver of Liability. I do acknowledge that I and all such Users by or through me waive any liability on the part of the Indemnified Parties for any personal injury, property damage or loss occurring in or around the Event Lawn Area or common areas, to the fullest extent permitted by law.
2. Indemnification and Hold Harmless. I hereby agree to indemnify and hold harmless the Indemnified Parties from any liability from any loss, claim, award, damage or penalty arising out of any activities by me or any User acting by or through me in the Event Lawn Area and any other common areas, to the fullest extent permitted by law.

Signature: 

Print Name: Steve Boyer

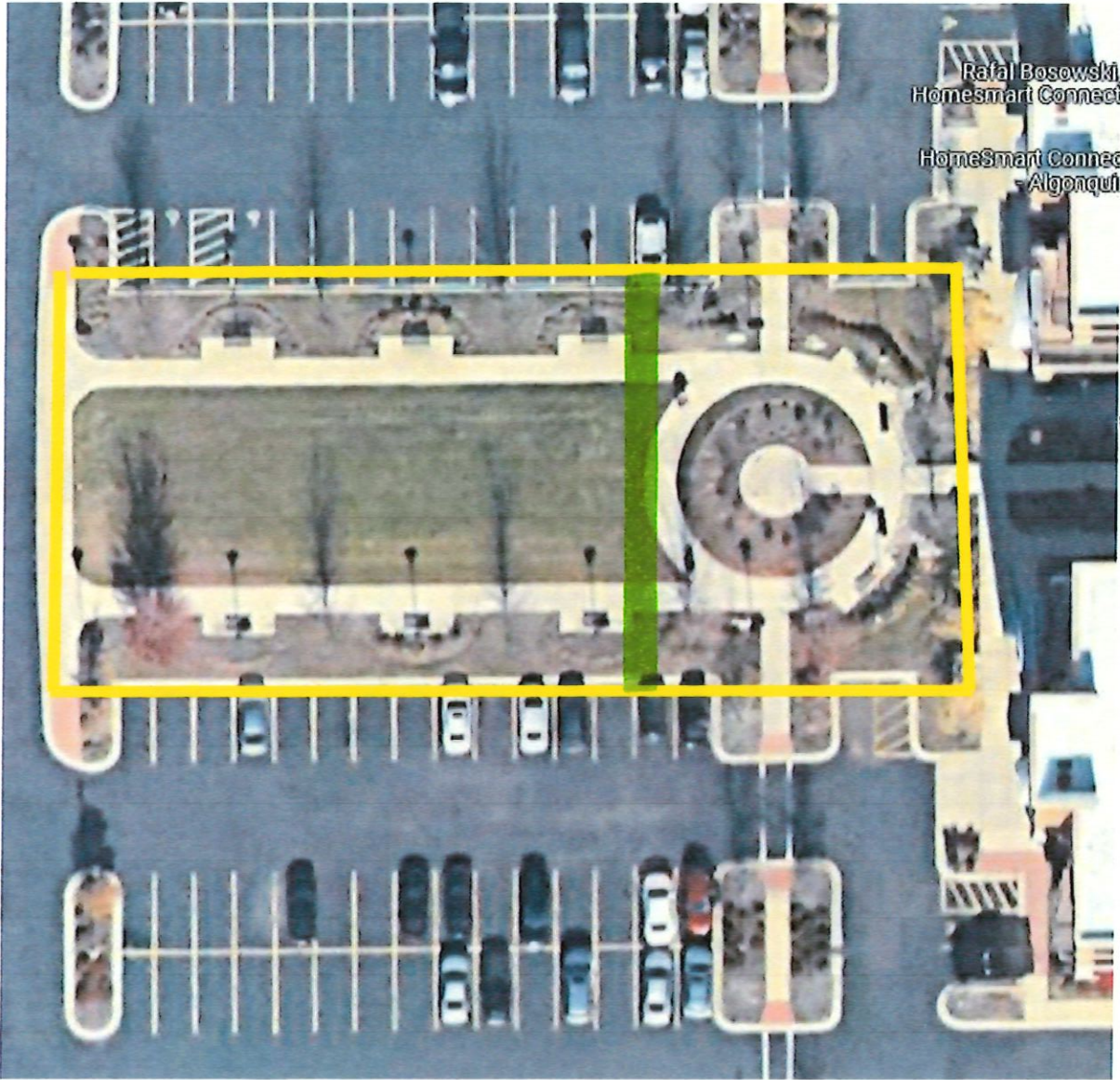
Signature: 

Print Name: Robert Boyer

Date: Date: 7/29/2024

EXHIBIT A

2024 "ADDED" NOT
BEYOND GREEN LINE





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>	September 3, 2024
<u>SUBMITTED BY:</u>	Patrick M. Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Pass an Ordinance Annexing Territory North of the Intersection of Longmeadow Parkway and Stonegate Road, Commonly Known as the Algonquin Meadows Crescent, to the Village of Algonquin in Kane County, Illinois

ACTION REQUESTED:

CalAtlantic Group Inc, (a Lennar Corporation), the “Petitioner”, submitted an Annexation Petition for a 1.989-acre parcel located north of the intersection of Stonegate Road and Longmeadow Parkway, referred to herein as the “Subject Property”.

DISCUSSION:

The Petitioner is purchasing a portion of the property at the northeast corner of Longmeadow Parkway and Randall Road for the Algonquin Meadows Subdivision and the Stonegate Road extension. The Subject Property was already considered as part of the Algonquin Meadows Preliminary Plat and PUD approval in Ordinance 2024-O-26 *An Ordinance Approving a Preliminary Plat of Subdivision, a Preliminary Planned Unit Development, and a Zoning Map Amendment for Certain Property Commonly Known as Algonquin Meadows (Algonquin Meadows Preliminary PUD)*.

STAFF RECOMMENDATION:

Staff recommends approval of an Ordinance approving the Annexation of the Subject Property located north of the intersection of Longmeadow Parkway and Stonegate Road.

ATTACHMENTS:

- Exhibit A. DRAFT Ordinance
- Exhibit B. Plat of Annexation (Exhibit A of the DRAFT Ordinance)

ORDINANCE NO. 2024 – 0 _____

AN ORDINANCE ANNEXING TERRITORY NORTH OF THE INTERSECTION OF LONGMEADOW PARKWAY AND STONEGATE ROAD, COMMONLY KNOWN AS THE ALGONQUIN MEADOWS CRESCENT, TO THE VILLAGE OF ALGONQUIN IN KANE COUNTY, ILLINOIS (ALGONQUIN MEADOWS)

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

WHEREAS, a written petition, submitted and signed by John McFarland, CalAtlantic Group, LLC, developer, and Dinos Constantine, Randall Longmeadow NEC, LLC, current owner of record of all land within the territory described, has been filed with the Village Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois requesting that said territory (Subject Property) be annexed to the Village of Algonquin; and

WHEREAS, said territory is not within the corporate limits of any municipality, other than the County of McHenry, and is contiguous to the corporate boundaries of the Village of Algonquin; and

WHEREAS, there are no electors residing on the Subject Property; and

WHEREAS, the Village provides neither a public library nor fire protection; and

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, it is in the best interests of the Village of Algonquin that said territory be annexed thereto.

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: That the following described territory is hereby annexed to the Village of Algonquin, McHenry and Kane Counties, Illinois:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN THE VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF AND THE SOUTH LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 35 MINUTES 50 SECONDS WEST, ALONG SAID SOUTH LINE, 267.90 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 26 SECONDS EAST, 79.94 FEET TO A POINT 20.00 FEET NORTHERLY OF THE NORTH LINE OF LONGMEADOW PARKWAY PER

CASE '16 ED AS MEASURED PERPENDICULARLY TO SAID NORTH LINE; THENCE NORTH 47 DEGREES 29 MINUTES 56 SECONDS EAST, 70.84 FEET; THENCE NORTHEASTERLY, 338.79 ALONG A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 435.00 FEET AND A CHORD BEARING NORTH 26 DEGREES 22 MINUTES 36 SECONDS EASTFEET TO A POINT OF TANGENCY; THENCE NORTH 48 DEGREES 41 MINUTES 20 SECONDS EAST, 58.24 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 40 SECONDS WEST, 46.60 FEET; THENCE NORTH 48 DEGREES 41 MINUTES 20 SECONDS EAST, 70.00 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 01 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE, 554.53 FEET, TO THE POINT OF BEGINNING.

EXCEPT THAT PART, IF ANY, PREVIOUSLY ANNEXED.

Said property, containing approximately 1.989 acres, is located north of the intersection of Stonegate Road and Longmeadow Parkway, in Kane County, Illinois.

SECTION 2: That the Village Clerk of the Village of Algonquin is hereby directed to record in the Office of the Recorder and to file in the Office of the County Clerk of Kane County, Illinois, and the post office serving the territory, within 30 days after the Developer has acquired title to the Property and at the Developer's expense, a certified copy of this Ordinance, together with a Plat of Annexation, said plat being attached hereto, made a part hereof and identified as "Exhibit A."

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: 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: _____

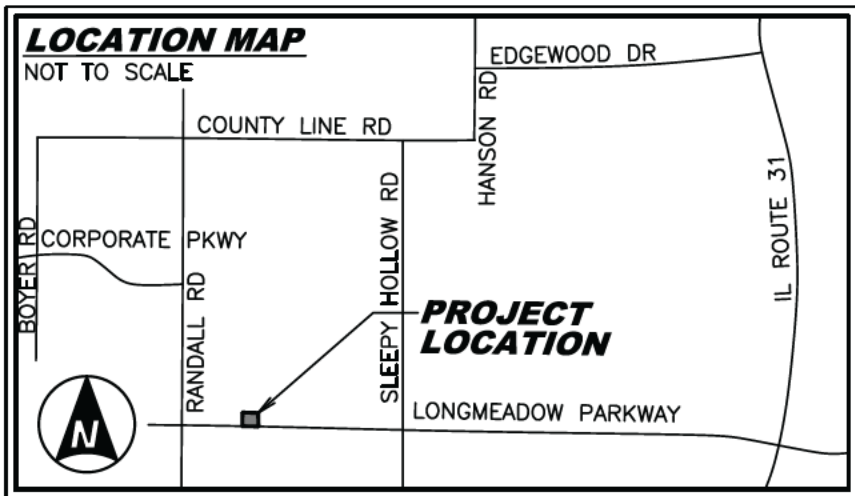
DRAFT

PLAT OF ANNEXATION

TO THE VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS



50 25 0 50
SCALE: 1" = 50'



AREA:
PROPERTY CONTAINS 86,658
SQUARE FEET OR 1.989 ACRES
MORE OR LESS

P.I.N.:
03-05-300-011 (PART)

PROPERTY DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN THE VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF AND THE SOUTH LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 35 MINUTES 50 SECONDS WEST, ALONG SAID SOUTH LINE, 267.90 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 26 SECONDS EAST, 79.94 FEET TO A POINT 20.00 FEET NORTHERLY OF THE NORTH LINE OF LONGMEADOW PARKWAY PER CASE '16 ED AS MEASURED PERPENDICULARLY TO SAID NORTH LINE; THENCE NORTH 47 DEGREES 29 MINUTES 56 SECONDS EAST, 70.84 FEET; THENCE NORTHEASTERLY, 338.79 FEET ALONG A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 435.00 FEET AND A CHORD BEARING NORTH 26 DEGREES 22 MINUTES 36 SECONDS EAST TO A POINT OF TANGENCY; THENCE NORTH 48 DEGREES 41 MINUTES 20 SECONDS EAST, 58.24 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 40 SECONDS WEST, 46.60 FEET; THENCE NORTH 48 DEGREES 41 MINUTES 20 SECONDS EAST, 70.00 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 01 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE, 554.53 FEET, TO THE POINT OF BEGINNING.

EXCEPT THAT PART, IF ANY, PREVIOUSLY ANNEXED.

LEGEND:

- BOUNDARY LINE
- BUILDING SETBACK LINE (BSL)
- EASEMENT LINE
- ===== EXISTING RIGHT-OF-WAY LINE
- ===== EXISTING LOT LINE
- SECTION LINE

STATE OF ILLINOIS)
COUNTY OF KANE)SS

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS.

THIS ____ DAY OF _____, 20__

BY: _____
PRESIDENT

ATTEST: _____
CITY CLERK

STATE OF ILLINOIS)
COUNTY OF KANE)SS

I, _____ VILLAGE CLERK OF ALGONQUIN, ILLINOIS. DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST AND OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY OF KANE

THIS ____ DAY OF _____,

BY: _____
VILLAGE CLERK

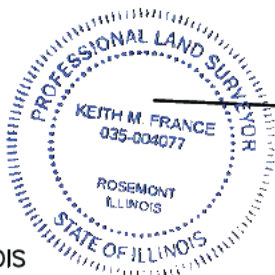
STATE OF ILLINOIS)
COUNTY OF COOK)SS

WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

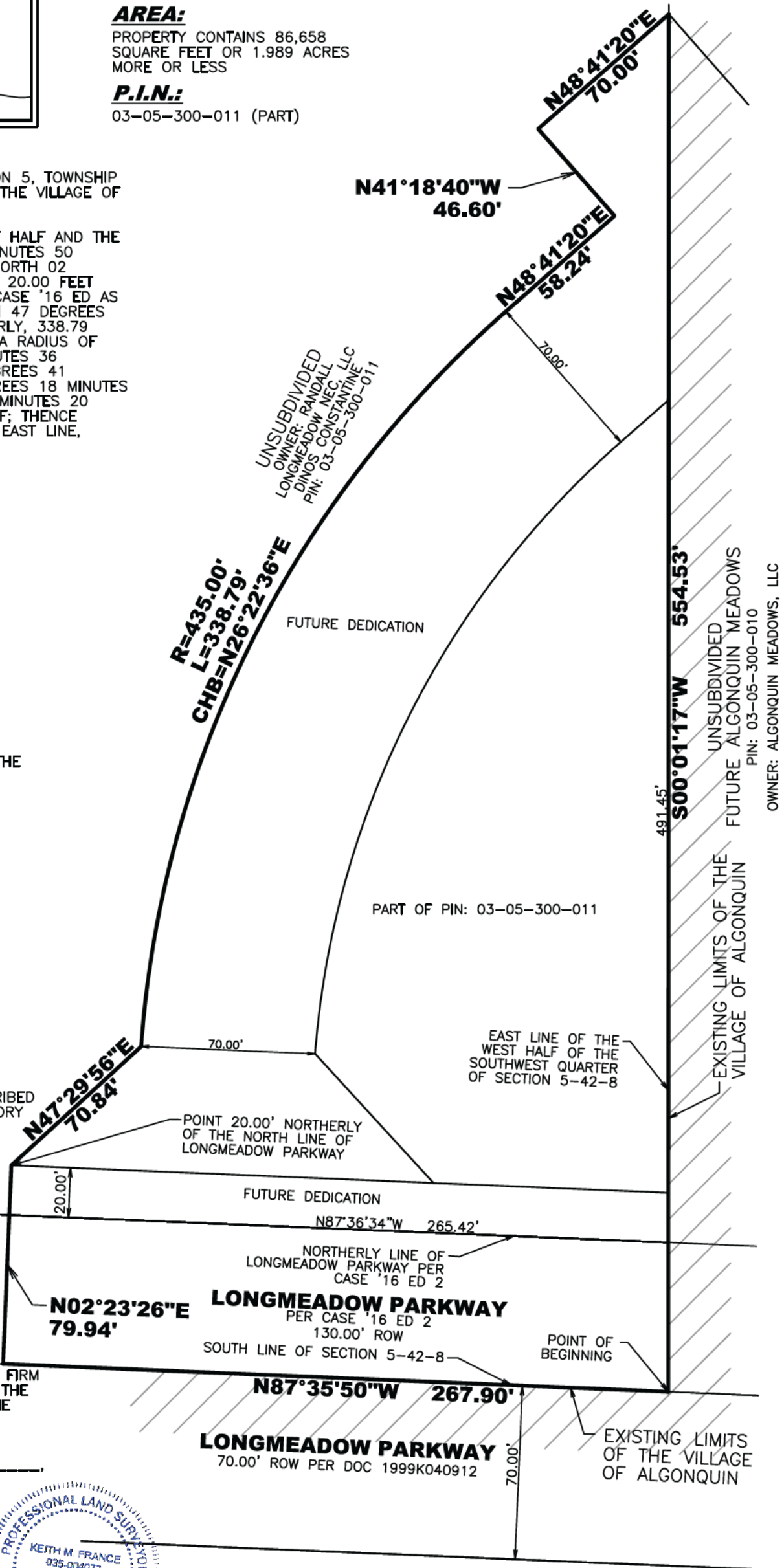
GIVEN UNDER MY HAND AND SEAL THIS 17th DAY OF MAY

20²⁴ IN ROSEMONT, ILLINOIS.

Keith M. France
KEITH M. FRANCE
EMAIL: kfrance@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-004077
LICENSE EXPIRES: NOVEMBER 30, 2024



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

DESIGNED	MTL
DRAWN	KMF
APPROVED	DAG
DATE	12-20-23
05-17-24	REVISED ANNEXATION BOUNDARY
DATE	DESCRIPTION OF REVISION
	BY
	SCALE
	1"=50'

**PLAT OF ANNEXATION
ALGONQUIN MEADOWS
ALGONQUIN, ILLINOIS**

SHEET
1 OF **1**
PROJECT NUMBER: 4662
© MACKIE CONSULTANTS LLC, 2024
ILLINOIS FIRM LICENSE 184-002694



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>	September 3, 2024
<u>SUBMITTED BY:</u>	Patrick M. Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Pass an Ordinance Granting Zoning Upon Annexation and Approving a Plat of Dedication for Certain Property North of the Intersection of Longmeadow Parkway and Stonegate Road, Commonly Known as the Algonquin Meadows Crescent

ACTION REQUESTED:

CalAtlantic Group Inc, (a Lennar Corporation), the “Petitioner”, applied for approval of Zoning Upon Annexation from R-1E to R-2 and a Plat of Dedication for a 1.989-acre parcel located North of the Intersection of Stonegate Road and Longmeadow Parkway, referred to herein as the “Subject Property”.

PLANNING & ZONING COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the Request at the August 12, 2024, Planning and Zoning Commission Meeting.

After discussion, the Planning and Zoning Commission accepted (approved 6-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2024-16 and subject to staff’s recommended conditions.

DISCUSSION:

The Petitioner is purchasing a portion of the property at the northeast corner of Longmeadow Parkway and Randall Road for the Algonquin Meadows Subdivision and Stonegate Road extension. The Subject Property was already considered as part of the Algonquin Meadows Preliminary Plat and PUD approval in Ordinance 2024-O-26 *An Ordinance Approving a Preliminary Plat of Subdivision, a Preliminary Planned Unit Development, and a Zoning Map Amendment for Certain Property Commonly Known as Algonquin Meadows (Algonquin Meadows Preliminary PUD)*. The Plat of Dedication will dedicate the Stonegate Road right-of-way to the Village guaranteeing that there is a right-of-way for Stonegate Road and a connection to the parcel at the immediate northeast corner of Longmeadow Parkway and Randall Road.

STAFF RECOMMENDATION:

Staff recommends approval of an Ordinance approving zoning upon annexation from R-1E Single Family to R-2 Single Family and a Plat of Dedication for the Subject Property located north of the intersection of Longmeadow Parkway and Stonegate Road, as outlined in the staff report for case PZ-2024-16, subject to the following conditions and final approval of all plans by staff:

- a. The Plat of Dedication as prepared by Mackie Consultants, LLC, with the latest revision date of July 12, 2024;

ATTACHMENTS:

- Exhibit A. Planning & Zoning Staff Report and Findings of Fact for Case No. PZ-2024-16
- Exhibit B. August 12, 2024, DRAFT Planning & Zoning Commission Minutes
- Exhibit C. DRAFT Ordinance
- Exhibit D. Plat of Survey for the Algonquin Meadows Crescent
- Exhibit E. Plat of Dedication for the Algonquin Meadows Crescent

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M Knapp, AICP
 Director of Community Development

Stephanie Barajas
 Planner



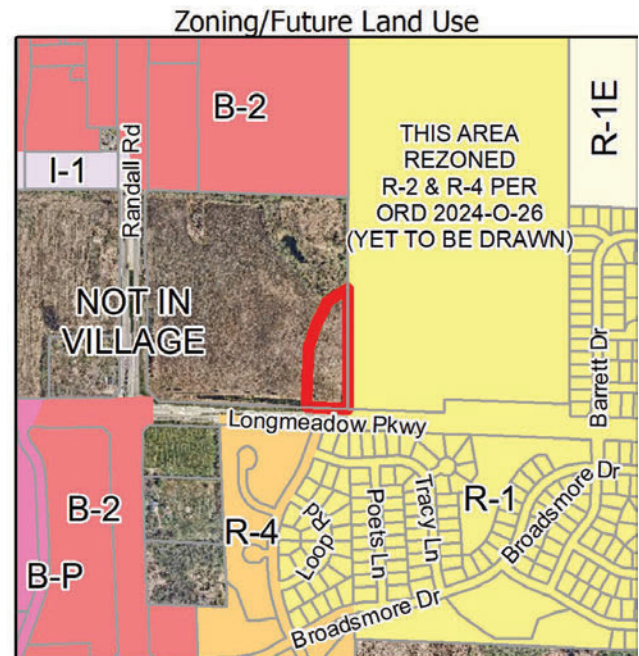
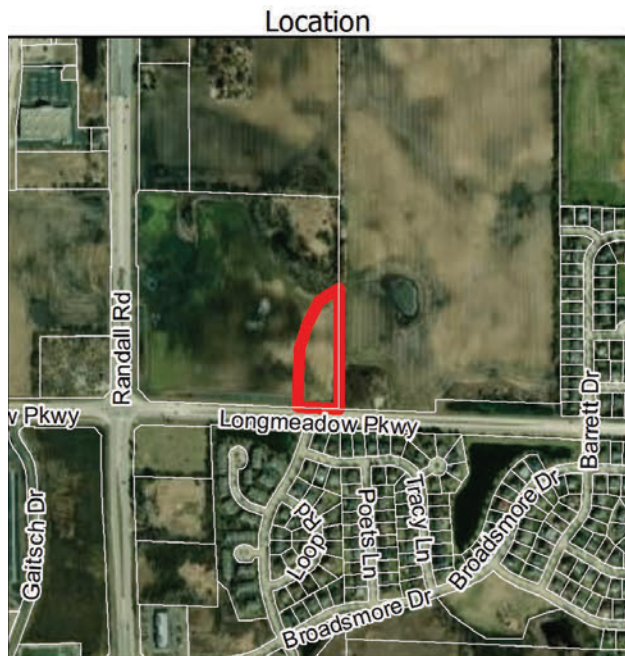
CASE NUMBER:	PZ-2024-16
MEMO DATE:	August 9, 2024
PUBLIC HEARING DATE:	August 12, 2024
PROPERTY ADDRESS/LOCATION:	North of Longmeadow Parkway, West of Westfield School, East of Randall Road, South of Willoughby Farms Phase 3C
APPLICANT/ PROPERTY OWNER:	John McFarland, CalAtlantic Group, LLC/Lennar Corp / Dinos Constantine, Randall Longmeadow NEC, LLC

REQUEST SUMMARY

CalAtlantic Group Inc, (a Lennar Corporation), the “Petitioner”, applied for approval of Zoning Upon Annexation and a Plat of Dedication for a 1.989-acre parcel located North of the Intersection of Stonegate Road and Longmeadow Parkway as shown in the Plat of Annexation, dated May 17, 2024, as referred herein as the “Subject Property”.

STAFF RECOMMENDATION

Staff recommends approval of the Petitioner’s request, subject to the conditions and plans listed in the report, as the request conforms to the Village’s Comprehensive Plan and Future Land Use Map.



Existing Zoning:	Unincorporated	Existing Land Use:	Agriculture, Unincorporated
Proposed Zoning:	R-2, One-Family Dwelling	Proposed Land Use:	Single-Family Residential
Future Land Use Plan Designation:	Stonegate Road Extension and Entry Landscaping for the Algonquin Meadows Subdivision		
Surrounding Zoning & Land Use	North:	F Farming – Agriculture	
	East:	R-2, One-Family Dwelling – Vacant	
	South:	R-1 One-Family Dwelling - Single-Family Homes R-4 Multi-Family Dwelling – Multi-Family Townhomes	
	West:	F Farming – Agriculture	

DISCUSSION OF STAFF RECOMMENDATION

Request and Use of the Subject Property

CalAtlantic Group Inc, (a Lennar Corporation), the “Petitioner”, applied for approval of Zoning Upon Annexation and a Plat of Dedication for a 1.989-acre parcel located north of the intersection of Stonegate Road and Longmeadow Parkway as shown in the Plat of Annexation, dated May 17, 2024, referred herein as the “Subject Property”. Proposed site improvements include the extension of Stonegate Road to connect to Longmeadow Pkwy as part of the Algonquin Meadows Subdivision.

Property History

The Subject Property is currently part of the adjacent unincorporated parcel to the north and west. The Petitioner is purchasing a portion of the larger property for the Algonquin Meadows Subdivision and Stonegate Road extension. The Subject Property was already considered as part of the Algonquin Meadows Preliminary Plat and PUD approval in Ordinance 2024-O-26 *An Ordinance Approving a Preliminary Plat of Subdivision, a Preliminary Planned Unit Development, and a Zoning Map Amendment for Certain Property Commonly Known as Algonquin Meadows (Algonquin Meadows Preliminary PUD)*. This Ordinance allowed for an additional single-family home lot, Stonegate Road, landscaping, and a subdivision sign on the Subject Property.

Annexation

The total acreage of the Subject Property to be annexed into the Village from unincorporated Kane County is 1.989 acres.

Dedication

Of the total acreage of the Subject Property, 0.902 acres will be dedicated to the Village of Algonquin for the extension of Stonegate Rd. Additional acreage will be dedicated to Kane County as part of Zoning Case No. PZ-2024-12.

Zoning Map Amendment

Upon annexation, the Subject Property will be rezoned from R1-E One-Family Dwelling to R-2 One-Family Dwelling Zoning District. The adjacent property to the east is zoned R-2 One Family Dwelling and the approved Preliminary PUD for the Algonquin Meadows shows that a portion of a single-family dwelling lot will be on the Subject Property. The R-2 Zoning District best aligns with the future use of this parcel and will be consistent with the surrounding zoning.

Next Steps

This request will be discussed at the Committee of the Whole and will then go to the Village Board for final approval. The Subject Property will then receive Final Planned Development approval with the Algonquin Meadows Final Planned Development, Zoning Case No. PZ-2024-12.

FINDINGS OF FACT

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit “A” and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner’s request.

STAFF RECOMMENDATION

Staff recommends approval of Zoning Upon Annexation and a Plat of Dedication consistent with the findings of fact outlined above, and subject to the plans and conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. “To adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of Zoning Upon Annexation and a Plat of Dedication for the Subject Property north of the intersection of Stonegate Road and Longmeadow Parkway,” as outlined in the staff report for case PZ-2024-16 dated August 9, 2024, subject to the following conditions and final staff approval:
 - a. The Plat of Annexation as prepared by Mackie Consultants, LLC, with the latest revision date of June 17, 2024;
 - b. The Plat of Dedication as prepared by Mackie Consultants, LLC, with the latest revision date of July 12, 2024;

Staff is proposing a condition to

I concur:



Patrick M Knapp, AICP
Director of Community Development

Attachments:

- Exhibit A. Standards & Findings of Fact
- Exhibit B. Plat of Survey
- Exhibit C. Plat of Dedication
- Exhibit D. Plat of Annexation

EXHIBIT A – STANDARDS & FINDINGS OF FACT

Zoning Map Amendment Standards – Without specific standards in the Village’s Zoning Code, the standard in Illinois is to rely on the “LaSalle Factors” and also factors from the Sinclair Pipeline Company vs. Village of Richton Park.

1. Will the rezoning of the Subject Property negatively impact the existing uses or zoning of nearby property? The amendment, if granted, will not alter the essential character of the neighborhood and will not be a substantial detriment to adjacent property.
2. To what extent do the current zoning restrictions diminish the property value of the Subject Property and nearby property? The property cannot yield a reasonable return if permitted to be used only under the conditions allowed under the existing zoning classification.
3. To what extent does the rezoning promote the health, safety, morals, and general welfare of the public. The amendment promotes the public health, safety, comfort, convenience and general welfare.
4. What is the suitability of the Subject Property for the zoned purposes? The requested zoning classification permits uses which are more suitable than the uses permitted under the existing zoning classification.
5. What is the relative gain to the public as compared to the hardship imposed upon the individual property owner? The subject property has not been utilized under the existing zoning classification for a substantial period of time.
6. Does the proposed development on the Subject Property comply with the policies and official land use plan and other official plans of the Village? The amendment complies with the policies and official land use plan and other official plans of the Village.

Staff Response:

The R-2 Zoning District will match the adjacent zoning district.



Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

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

PLANNING AND ZONING COMMISSION MINUTES

AUGUST 12, 2024

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

Director Patrick Knapp called the roll to check attendance.

Six of the seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Rasek
- Commissioner Sturznickel
- Commissioner Szpekowski

Member absent: Commissioner Neuhalfen

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Brandy Quance

Public Comment

Chair Patrician asked for public comments. Two people provided public comments.

Zach Holland spoke about his interest in opening a dog training and grooming business in Algonquin. Chair Patrician explained that he should make sure that the use is consistent with the Village's Comprehensive Plan and that he should work with staff on the Special Use Permit process.

Stephanie Lesko of 2232 Barrett Dr asked for more benches at the intersections of Longmeadow Pkwy and Barrett Dr and Longmeadow Pkwy and Sleepy Hollow Rd. Director Knapp suggested that she reach out to the HOA as well.

Approval of Minutes

Chair Patrician asked for approval of the July 8, 2024, Planning and Zoning Commission minutes.

A motion was made by Commissioner Rasek and seconded by Commissioner Laipert to approve the minutes. The motion was approved with a 6-0 vote.

Case Number PZ-2024-16 – Consideration of a Request to Approve Rezoning Upon Annexation to R-2 One-Family Dwelling and a Plat of Dedication for the Algonquin Meadows Subdivision/Stone Gate Road Extension

John McFarland of Lennar Corp, the Petitioner, gave a verbal request to the Planning & Zoning Commission to recommend approval of a rezoning upon annexation and a Plat of Dedication to allow the extension of Stonegate Road to Longmeadow Parkway. The Petitioner explained that the Subject Property, also known as the crescent parcel, will be part of the Algonquin Meadows Subdivision.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission stating that Staff supports the request with the conditions outlined in the Staff Report.

Chair Patrician and Attorney Quance clarified that the request is only for the parcel of land that will be annexed and not for the Final Subdivision that is the next case.

Commissioner Bumbales asked if the only point of access between Longmeadow Parkway and the Algonquin Meadows Subdivision will be from the Subject Property. Petitioner McFarland confirmed that it will be the only access.

Commissioner Sturznickel commented that the Stonegate Road extension was shown in previous plans.

Commissioner Rasek asked about traffic control at the intersection of Stonegate Road and Longmeadow Parkway. Director Knapp responded that there will not be a traffic signal there and that there is a signalized crossing at Randall Rd and a flashing pedestrian crossing at Barrett Drive. Commissioner Rasek asked if this was a county decision and Petitioner McFarland responded that it was. Director Knapp commented that the need for traffic control will be constantly monitored and that future development immediately west will require a traffic study.

Commissioner Laipert asked if a left turn from Stonegate Road onto Longmeadow Parkway will be permitted and Petitioner McFarland responded that it will be a full intersection with left-turn lanes.

Chair Patrician asked for clarification on the land that will be dedicated. Petitioner McFarland identified the property on the digital display.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Chair Patrician closed the Public Comment portion of the Public Hearing.

Chair Patrician asked for a motion. A motion was made by Commissioner Rasek and seconded by Commissioner Szpekowski to adopt Staff's findings as the findings of the Planning and

Zoning and to recommend approval of Zoning Upon Annexation to R-2 Single Family Zoning District and a Plat of Dedication for the Subject Property north of the intersection of Stonegate Road and Longmeadow Parkway, subject to the conditions as outlined in the staff report for case PZ-2024-16 dated August 9, 2024, and final staff approval. The motion carried with a 6-0 vote.

DRAFT

ORDINANCE NO. 2024 – O _____

AN ORDINANCE APPROVING ZONING UPON ANNEXATION AND A PLAT OF DEDICATION FOR CERTAIN PROPERTY COMMONLY KNOWN AS THE ALGONQUIN MEADOWS CRESCENT (ALGONQUIN MEADOWS)

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

WHEREAS, the Village of Algonquin has been requested by a petition submitted by John McFarland, CalAtlantic Group, LLC, developer, and Dinos Constantine, Randall Longmeadow NEC, LLC, current owner of record of all land within the territory described, to approve zoning upon annexation and a plat of dedication for said territory; and

WHEREAS, the Algonquin Planning and Zoning Commission, after due notice in the manner provided by law, held a public hearing on August 12, 2024; and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, accepted the findings of fact outlined in the staff report for Case No. PZ-2024-16 and recommended approval of said zoning upon annexation and plat of dedication for the Subject Property; and

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

WHEREAS, it is the opinion of the Village that the Subject Property does not meet the automatic or cumulative triggers requiring the Property to be developed using a conservation design, as outlined in the Watershed Protection Overlay District ordinance and that if it did, the Village would waive such a requirement; and

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: That the following described property shall be zoned R-2 One Family Dwelling:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN THE VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF AND THE SOUTH LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 35 MINUTES 50 SECONDS WEST, ALONG SAID SOUTH LINE, 267.90 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 26 SECONDS EAST, 79.94 FEET TO A POINT 20.00 FEET NORTHERLY OF THE NORTH LINE OF LONGMEADOW PARKWAY PER CASE '16 ED AS MEASURED PERPENDICULARLY TO SAID NORTH LINE; THENCE

NORTH 47 DEGREES 29 MINUTES 56 SECONDS EAST, 70.84 FEET; THENCE NORTHEASTERLY, 338.79 ALONG A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 435.00 FEET AND A CHORD BEARING NORTH 26 DEGREES 22 MINUTES 36 SECONDS EASTFEET TO A POINT OF TANGENCY; THENCE NORTH 48 DEGREES 41 MINUTES 20 SECONDS EAST, 58.24 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 40 SECONDS WEST, 46.60 FEET; THENCE NORTH 48 DEGREES 41 MINUTES 20 SECONDS EAST, 70.00 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 01 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE, 554.53 FEET, TO THE POINT OF BEGINNING.

EXCEPT THAT PART, IF ANY, PREVIOUSLY ANNEXED.

Said property, containing approximately 1.989 acres, is located north of the intersection of Stonegate Road and Longmeadow Parkway, in Kane County, Illinois.

SECTION 2: That the Plat of Dedication as prepared by Mackie Consultants, LLC, with the latest revision date of July 12, 2024, is hereby approved subject to final staff approval.

SECTION 3: That all requirements set forth in the Algonquin Zoning Ordinance, as would be required by any owner of property zoned in the same manner as the Subject Property, shall be complied with, except as otherwise provided in the Ordinance.

SECTION 4: The report, recommendations and findings of fact of the Algonquin Planning and Zoning Commission on the question of zoning and approval of the plat of dedication for the Subject Property are hereby accepted.

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: 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

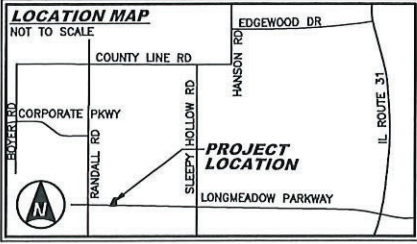
(SEAL)

ATTEST: _____
Village Clerk Fred Martin

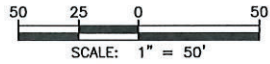
Passed: _____

Approved: _____

Published: _____



PLAT OF SURVEY



PROPERTY DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF AND THE NORTH LINE OF LONGMEADOW PARKWAY PER CONDEMNATION CASE '16 ED 2; THENCE NORTH 87 DEGREES 38 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE, 265.42 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 26 SECONDS EAST, 20.00 FEET; THENCE NORTH 47 DEGREES 29 MINUTES 56 SECONDS EAST, 70.84 FEET; THENCE NORTHEASTERLY, 338.79 FEET ALONG A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 435.00 FEET AND A CHORD BEARING NORTH 26 DEGREES 22 MINUTES 36 SECONDS EAST, TO A POINT OF TANGENCY; THENCE NORTH 48 DEGREES 41 MINUTES 20 SECONDS EAST, 58.24 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 40 SECONDS WEST, 46.60 FEET; THENCE NORTH 48 DEGREES 41 MINUTES 20 SECONDS EAST, 70.00 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 01 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE, 494.48 FEET, TO THE POINT OF BEGINNING.

AREA:

PROPERTY CONTAINS 70,666 SQUARE FEET OR 1,622 ACRES MORE OR LESS

LEGEND:

- PARCEL LINE
- EXISTING RIGHT-OF-WAY LINE
- EASEMENT LINE
- SECTION LINE
- FIR FOUND IRON ROD
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- CHB= CHORD BEARING
- L= ARC LENGTH
- R= RADIUS
- (R) RECORD
- INLET (INL) INLET
- SIGN SIGN
- MANHOLE (MH) MANHOLE
- CATCH BASIN (CB) CATCH BASIN
- FLARED END SECTION (FES) FLARED END SECTION

NOTES:

1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS SURVEY. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
5. PLAT IS BASED ON FIELD WORK COMPLETED ON 12-19-23.
6. PROPERTY NOT MONUMENTED AT THIS TIME PER CLIENT'S REQUEST.

STATE OF ILLINOIS)
COUNTY OF COOK)SS

WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

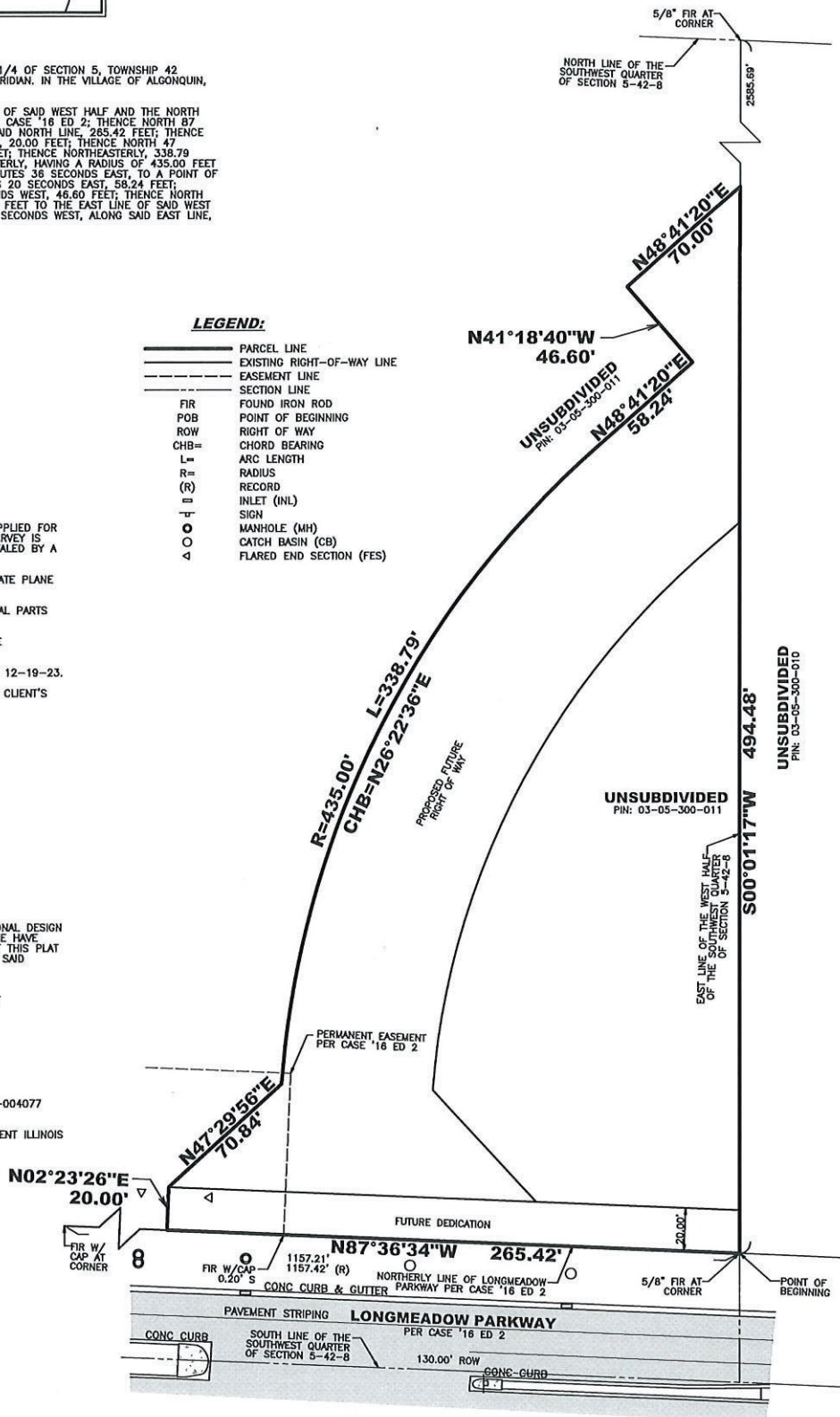
GIVEN UNDER MY HAND AND SEAL THIS 2nd DAY OF MAY

2024 IN ROSEMONT, ILLINOIS.

Keith M. France
KEITH M. FRANCE

EMAIL: kfrance@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-004077
LICENSE EXPIRES: NOVEMBER 30, 2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



CLIENT:

LENNAR HOMES
1700 E. GOLF ROAD
SUITE 1100
SCHAUMBURG, IL 60173

Mackie Consultants, LLC
5575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)695-1400
www.mackieconsult.com

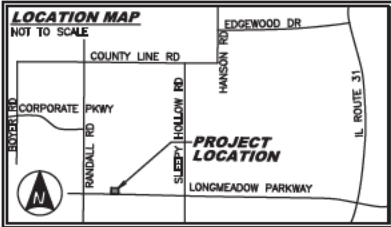
DESIGNED	MTL
DRAWN	KXP
APPROVED	DAG
DATE	04-24-24
SCALE	1"=50'

**PLAT OF SURVEY
ALGONQUIN MEADOWS**

SHEET
1 OF **1**
PROJECT NUMBER: 1883
DATE: 04-24-24
DRAWN BY: KXP

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PLAT OF DEDICATION



PROPERTY DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF AND THE NORTH LINE OF LONGMEADOW PARKWAY PER CONDEMNATION CASE 16 ED 2; THENCE NORTH 87 DEGREES 36 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE, 265.42 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 26 SECONDS EAST, 20.00 FEET TO A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LONGMEADOW PARKWAY; THENCE NORTH 47 DEGREES 29 MINUTES 56 SECONDS EAST, 70.84 FEET; THENCE NORTHEASTERLY, 338.79 FEET ALONG A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 435.00 FEET AND A CHORD BEARING NORTH 26 DEGREES 22 MINUTES 36 SECONDS EAST, TO A POINT OF TANGENCY; THENCE NORTH 48 DEGREES 41 MINUTES 20 SECONDS EAST, 58.24 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 40 SECONDS WEST, 46.60 FEET; THENCE NORTH 48 DEGREES 41 MINUTES 20 SECONDS EAST, 70.00 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 01 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE, 155.28 FEET; THENCE SOUTH 48 DEGREES 41 MINUTES 20 SECONDS WEST, 25.69 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 282.23 FEET ALONG A CURVE, CONCAVE EASTERLY, ALSO BEING CONCENTRIC WITH AND 70.00 FEET SOUTHEASTERLY OF AFORESAID CURVE, HAVING A RADIUS OF 365.00 FEET AND CHORD BEARING SOUTH 26 DEGREES 32 MINUTES 15 SECONDS WEST; THENCE SOUTH 42 DEGREES 28 MINUTES 51 SECONDS EAST, ALONG A NON TANGENT LINE, 70.55 FEET TO SAID LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF LONGMEADOW PARKWAY; THENCE SOUTH 87 DEGREES 36 MINUTES 34 SECONDS EAST, ALONG SAID PARALLEL LINE, 94.59 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 01 MINUTE 17 SECONDS WEST ALONG SAID EAST LINE, 20.02 FEET TO THE POINT OF BEGINNING.

AREA:
DEDICATION CONTAINS 39,297 SQUARE FEET OR 0.902 ACRES MORE OR LESS

P.L.N.:
03-05-300-011 (PART)

LEGEND:

- BOUNDARY LINE
- EASEMENT LINE
- EXISTING RIGHT-OF-WAY LINE
- SECTION LINE

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS
DATED THIS _____ DAY OF _____, 20____
AND RECORDED IN MAP BOOK _____ PAGE _____
AS DOCUMENT NUMBER _____
COUNTY RECORDER _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS
APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE COUNTY, ILLINOIS,
THIS _____ DAY OF _____, A.D., 20____
VILLAGE PRESIDENT _____
VILLAGE CLERK _____

NOTES:

1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS PLAT. THIS PLAT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE, EAST ZONE.
3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS
THIS IS TO CERTIFY THAT I, _____, COUNTY CLERK OF KANE COUNTY, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITURE TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT.
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT.
GIVEN UNDER MY HAND AND SEAL IN _____, ILLINOIS
DATED THIS _____ DAY OF _____, 20____
COUNTY CLERK _____

OWNER'S CERTIFICATE

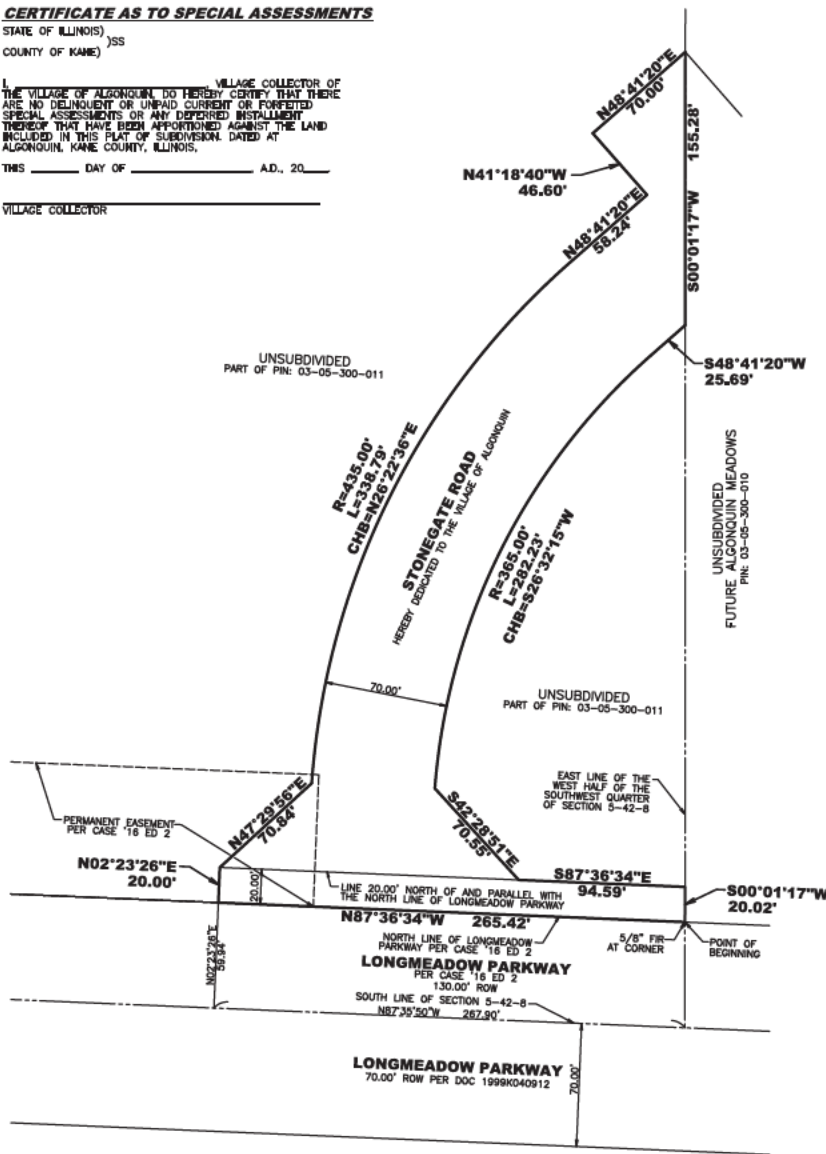
STATE OF ILLINOIS)
COUNTY OF _____) SS
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED HEREON AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS HEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AS ALLOWED AND PROVIDED BY STATUTE AND DOES HEREBY DEDICATE SAID LAND TO THE VILLAGE OF ALGONQUIN.
DATED THIS _____ DAY OF _____, A.D., 20____
BY: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS
I, _____, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THE ABOVE DESCRIBED AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS HIS OR THEIR FREE VOLUNTARY ACT.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____
NOTARY PUBLIC _____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
COUNTY OF KANE) SS
I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF ALGONQUIN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENT THEREOF THAT HAVE BEEN APPOINTED AGAINST THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION, DATED AT ALGONQUIN, KANE COUNTY, ILLINOIS.
THIS _____ DAY OF _____, A.D., 20____
VILLAGE COLLECTOR _____



STATE OF ILLINOIS)
COUNTY OF COOK) SS
WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, DO HEREBY CERTIFY THAT WE HAVE SURVEYED AND PLATTED FOR THE OWNER THEREOF THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF DEDICATING RIGHT OF WAY AND THAT THE PLAT HEREIN DRAWN IS AN ACCURATE REPRESENTATION OF SAID DEDICATION.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____, IN ROSEMONT, ILLINOIS.

KEITH M. FRANCE
EMAIL: kfrance@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR LICENSE NUMBER 035-004077
LICENSE EXPIRES: NOVEMBER 30, 2024



2/12/2024 1:58:43 PM
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Mackie Consultants, LLC
 9575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847)696-1400
 www.mackieconsult.com

DESIGNED	MTL
DRAWN	AJM
APPROVED	KMF
DATE	07/12/2024
SCALE	1" = 50'
DATE	DESCRIPTION OF REVISION
BY	

**PLAT OF DEDICATION
STONEGATE ROAD
ALGONQUIN, ILLINOIS**

SHEET
1 OF **1**
PROJECT NUMBER 4662
© MACKIE CONSULTANTS, LLC
ILLINOIS FIRM LICENSE 184-002694



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>	September 3, 2024
<u>SUBMITTED BY:</u>	Patrick M. Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Pass an Ordinance Approving a Final Plat of Subdivision and a Final Planned Development for Certain Property North of Longmeadow Parkway, West of Westfield School, East of Randall Road, and South of Willoughby Farms Phase 3C/Willoughby Farms Park, Commonly Known as Algonquin Meadows

ACTION REQUESTED:

CalAtlantic Group Inc, (a Lennar Corporation), the “Petitioner”, applied for approval of a Final Subdivision Plat and Final PUD Plan for the 79.27-acre property located north of Longmeadow Parkway, west of Westfield School, east of Randall Road, and south of Willoughby Farms Phase 3C/Willoughby Farms Park as shown in the Final Plat as “Final Subdivision and PUD for Algonquin Meadows Subdivision” referred herein as the “Subject Property”. Proposed site improvements include 250 dwelling units (100 single-family home lots and 150 townhome units), on-site stormwater detention, a conservation corridor, and related infrastructure improvements.

PLANNING & ZONING COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the Request at the August 12, 2024, Planning and Zoning Commission Meeting. During the public comment, one person spoke against the project with their main concerns being: lack of landscape easement behind the existing homes and lack of park site in the Subject Property. Two people asked questions about the project regarding the landscape berm along Longmeadow Parkway, the multiuse path along the north side of Longmeadow Parkway, and the fate of the Kane County stormwater detention on the north side of Longmeadow Parkway.

After discussion, the Planning and Zoning Commission accepted (approved 6-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2024-12 and subject to staff’s recommended conditions.

DISCUSSION:

The Petitioner submitted revised plans at the end of August that incorporated comments from staff, the Planning and Zoning Public Hearing, and the Village Board comments from the preliminary approval. The notable revisions include:

- Increasing the masonry on the first floor of the Traditional Townhomes and providing additional accents and design features to the Urban Townhomes. This satisfies part of condition e.
- Including the 1.622-acre crescent parcel at the southwest corner of the Subject Property and adding one (1) single home lot to the Final PUD and Plat. This satisfies part of condition g.
- Dedicating 0.902 acres of the crescent parcel to the Village of Algonquin for the extension of Stonegate Road. This satisfies part of condition g.

FISCAL IMPACT

According to a Fiscal Analysis submitted by the Petitioner, the request is forecasted to generate \$385,600 of annual revenue into the Village's General Fund and \$1,800,000 in annual property tax revenue for School District 300.

The Village of Algonquin and the Petitioner are also in the process of negotiating a Redevelopment Agreement. The project will be subject to standard development fees as outlined in the Village's Subdivision Regulations.

In addition, a development agreement was approved between the developer and the village. This development agreement defines the fees that the developer needs to pay throughout the development of the subdivision. Below is an estimate of what development is projected to generate:

- \$6,250 towards the public art fund
- \$25,000 towards the wetland mitigation fee
- \$62,500 towards the wetland protection fee
- \$80,000 in other Village Fees
- \$182,000 towards the Braewood Lift Station upgrade
- Over \$800,000 in School Donation Fees
- Over \$1.1 million in Park Donation Fees
- Nearly \$4,000,000 in tap-on fees

STAFF RECOMMENDATION:

Staff recommends approval of an Ordinance approving the Final PUD Plat titled "Final Subdivision and PUD for Algonquin Meadows Subdivision", as prepared by Mackie Consultants,

LLC, and revised August 23, 2024 and approve a Final Planned Unit Development Plan for the Subject Property located North of Longmeadow Parkway, West of Westfield School, East of Randall Road, and South of Willoughby Farms Phase 3C referred to as “Algonquin Meadows,” as outlined in the staff report for case PZ-2024-12, subject to the following conditions and final staff approval:

- a. That a Grading Permit shall not be issued until the Village Engineer and Public Works Director have given approval to the portion of the plans related to grading and all conditions of said permit are met;
- b. That a full Site Development Permit shall not be issued for each phase until a Final Plat and Final PUD have been approved by the Planning and Zoning Commission, the Village Board, and the Public Works Director;
- c. All traffic related to construction shall access the Subject Property from Longmeadow Parkway;
- d. Except for the model dwelling units, no building permits shall be issued until the Subject Property can be publicly accessed from the intersection of Stonegate Road and Longmeadow Parkway;
- e. The Proposed Single Family Home Floorplans & Elevations, as prepared by Lennar, and last revised March 30, 2024. The Traditional Townhome Floorplans and Elevations, as prepared by Lennar, and last revised July 22, 2024. The Urban Townhome Floorplans and Elevations, as prepared by Lennar, and last revised May 27, 2024. Design elements like additional masonry, push-outs, and bay windows to key side elevations shall be added to the sides that face a public road;
- f. The Algonquin Meadows, Algonquin, IL – Model Court Sign Plan, as prepared by Lennar, and last revised August 23, 2024;
- g. The Final PUD Plat titled “Final Subdivision Plat and P.U.D. for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, with the latest revision date of August 23, 2024. All dwellings shall conform to the underlying zoning except for the front open porches on the initial ranch home construction. The front yard setback of only the front open porch can be reduced to twenty-five feet (25’);
- h. The Final Site Plan Exhibit, as prepared by Mackie Consultants, LLC, and last revised August 22, 2024;
- i. The Final Engineering, as prepared by Mackie Consultants, LLC, and last revised August 27, 2024. The Village, School District 300, and the developer shall agree upon the design of the access drive to Westfield School prior to the access road’s construction;

- j. Lighting Plans, as prepared by Mackie Consultants, LLC, and last revised August 21, 2024;
- k. Fire Truck Turning Exhibit, as prepared by Mackie Consultants, LLC, and last revised August 15, 2024;
- l. The Final Landscape Plan, as prepared by Gary R. Weber Associates, Inc, and last revised August 27, 2024;
- m. A backup Special Service Area shall be required for areas to be maintained by the subdivision's HOA;
- n. The Town Home Property shall be governed by a Declaration of Covenants, Conditions, and Restrictions (“CCR’s”), which shall provide for the formation of a property owners association (“POA”, or “Association”) that is managed and funded by the owners of the Townhome properties. The POA shall be responsible for the ownership of Lots 903, 905, 906, 907, 908, and 911, and the maintenance of any improvements thereto, including monument signs and all associated landscaping (“POA Maintenance Obligation”). No more than ten percent (10%) of eligible townhome units shall be subleased and no sublease shall be for less than six (6) months;
- o. The developer shall otherwise comply with all terms of approval of the Preliminary PUD and Preliminary Plat for Algonquin Meadows and the Annexation Agreement.

ATTACHMENTS:

- Exhibit A. Planning & Zoning Staff Report and Findings of Fact for Case No. PZ-2024-12
- Exhibit B. DRAFT August 12, 2024, Planning & Zoning Commission Minutes
- Exhibit C. DRAFT Ordinance
- Exhibit D. ALTA/NSPS Land Title Survey
- Exhibit E. Final Plat
- Exhibit F. Final Site Plan
- Exhibit G. Single Family Home Floorplans & Elevations
- Exhibit H. Traditional Townhome Floorplans and Elevations
- Exhibit I. Urban Townhome Floorplans and Elevations
- Exhibit J. Marketing Signs
- Exhibit K. Final Engineering
- Exhibit L. Lighting Plans
- Exhibit M. Fire Truck Turning Exhibit
- Exhibit N. Final Landscape Plan
- Exhibit O. Fiscal Impact Study
- Exhibit P. Traffic Study

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M Knapp, AICP
 Director of Community Development

Stephanie Barajas
 Planner



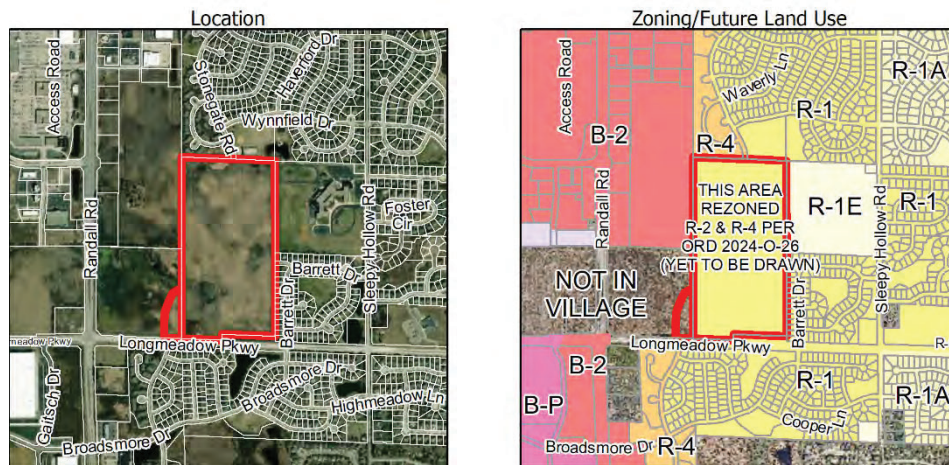
CASE NUMBER:	PZ-2024-12
MEMO DATE:	August 7, 2024
PUBLIC HEARING DATE:	August 12, 2024
PROPERTY ADDRESS/LOCATION:	North of Longmeadow Parkway, West of Westfield School, East of Randall Road, South of Willoughby Farms Phase 3C
APPLICANT/ PROPERTY OWNER:	John McFarland, CalAtlantic Group, LLC/Lennar Corp / Emo Barbieri, Algonquin Meadows, LLC

REQUEST SUMMARY

CalAtlantic Group Inc, (a Lennar Corporation), the “Petitioner”, applied for approval of a Final Subdivision Plat and Final PUD Plan for the 79.27-acre property located north of Longmeadow Parkway, west of Westfield School, east of Randall Road, and south of Willoughby Farms Phase 3C/Willoughby Farms Park as shown in the Final Plat as “Final Subdivision and PUD for Algonquin Meadows Subdivision” referred herein as the “Subject Property”. The Subject Property received approval for a Preliminary Plat, Preliminary PUD, and Rezoning at the June 18, 2024 Village Board Meeting. The Final Plat and PUD also includes a 1.62-acre crescent parcel that will be annexed and rezoned separately as Zoning Case No. PZ-2024-16.

STAFF RECOMMENDATION

Staff recommends approval of the Petitioner’s request, subject to the conditions and plans listed in the report, as the request conforms to the Village’s Comprehensive Plan and Future Land Use Map.



Existing Zoning:	R-2, One-Family Dwelling	Existing Land Use:	Agriculture, Incorporated
	R-4, Multiple Family Dwelling	Proposed Land Use:	Single-Family Residential Townhomes
Future Land Use Plan Designation:	Medium Density Suburban Residential, East of Stonegate Road Extension Planned Mixed Use (Predominately Residential), West of Stonegate Road Extension		
Surrounding Zoning & Land Use	North:	R-1 One-Family Dwelling - Single-Family Homes R-4 Multiple Family Dwelling - Townhomes	
	East:	R-1E - School R-1 One-Family Dwelling – Single-Family Homes	
	South:	R-1 One-Family Dwelling - Single-Family Homes	
	West:	F Farming – Agriculture B-2 Business, General Retail - Agriculture	

DISCUSSION OF STAFF RECOMMENDATION

Request and Use of the Subject Property

CalAtlantic Group Inc, (a Lennar Corporation), the “Petitioner”, applied for approval of a Final Subdivision Plat and a Final Planned Development Plan for the 79.27-acre property located north of Longmeadow Parkway, west of Westfield School, east of Randall Road, and south of Willoughby Farms Phase 3C/Willoughby Farms Park as shown in the Final Plat as “Final Subdivision and PUD for Algonquin Meadows Subdivision” referred herein as the “Subject Property”. Proposed site improvements include 250 dwelling units (100 single-family home lots and 150 townhome units), four (4) naturalized stormwater basins, a conservation corridor, and related improvements including public utilities, public roads, an access point to Westfield School, sidewalks, and multi-use paths.

Property History

The Subject Property was annexed as part of Ordinance 2004-O-07 *An Ordinance Annexing the Cosman/Lundstrom Property to the Village of Algonquin (Galleria Center)* and was then rezoned from R-1E to R-1 in Ordinance 2004-O-08 *An Ordinance Granting Zoning Upon Annexation and Approving a Preliminary Planned Development for Certain Property Known as the Cosman/Lundstrom Property (Galleria Center)*.

A majority of the Subject Property received preliminary approval for the Algonquin Meadows in Ordinance 2024-O-26 *An Ordinance Approving a Preliminary Plat of Subdivision, a Preliminary Planned Unit Development, and a Zoning Map Amendment for Certain Property Commonly Known as Algonquin Meadows (Algonquin Meadows Preliminary PUD)*. A small portion is currently being considered as Zoning Case No. PZ-2024-16 that will be approved before this Request.

Final Subdivision Plat

The Subject Property currently exists as two parcels (PIN 03-05-300-010 & 03-05-300-011) that will be resubdivided into one hundred (100) single-family home lots, twelve (12) traditional townhome lots, twenty-two (22) urban townhome lots, four (4) naturalized stormwater management areas, two (2) conservation corridors, and six (6) lots managed by the HOA (homeowners association). Additionally, 16.0 acres will be dedicated to the internal public roadway system and 0.39 acres will be dedicated to Kane County. Lots 17-23 have been adjusted to line up with the existing lot lines to the rear of these lots. The Final Plat includes a 1.62-acre crescent parcel discussed in the Preliminary PUD approval which will have a separate request for annexation and rezoning.

Final PUD Plan & Engineering

Public Roadways

The public roadway designs substantially conform to the approved Preliminary PUD Plan and conditions.

Parking

The parking layout substantially conforms to the approved Preliminary PUD Plan and conditions.

Sidewalks, Multiuse Paths, and Mailboxes

The sidewalks, paths, and mailboxes substantially conform to the approved Preliminary PUD Plan and conditions.

Roadway Connection to the School

The Village, School District 300, and the Petitioner are actively working on an appropriate design for a multiuse path and gated vehicle access drive to Westfield School.

Stormwater Management & Conservation Corridor

The stormwater management areas and conservation corridor conform to the approved Preliminary PUD Plan and conditions.

Utilities

The developer will be constructing all utilities including water mains, fire hydrants, storm sewers, sanitary sewers, and street lights.

Traffic Study Analysis

No changes to the subdivision design were made between the preliminary and final submittal. Therefore the traffic study was not updated from the preliminary approval.

Final Landscape Plan & Subdivision Identification Sign

The landscaping substantially conforms to the approved Preliminary PUD Plan and conditions.

Of note from condition K of the approved Preliminary PUD, the developer has increased the evergreen plantings in the rear of Lots 17-23 and the side of Lot 55 to provide increased screening between the new and existing single-family homes. In addition, the developer will be adding landscaping and a subdivision identification sign at the northeast corner of Longmeadow Parkway and Stonegate Road.

Final Home Elevations

Single Family Homes

The single-family homes substantially conform to the approved Preliminary PUD Plan and conditions.

Traditional Townhomes

The Traditional Townhomes were updated to meet the conditions of the approved Preliminary PUD Plan. The updated elevations now include one hundred percent masonry on the first floor.

Urban Townhomes

The urban townhomes substantially conform to the approved Preliminary PUD Plan and conditions.

Phasing Plan

The Petitioner is proposing to plat the entire subdivision at one time but will develop the subdivision in two phases. The first phase is the south end of the site and the second phase is the north end of the site.

Next Steps

This request will be discussed at the Committee of the Whole and will then go to the Village Board for final approval.

FINDINGS OF FACT

Staff has reviewed the Petitioner's request and is supportive. The following findings of fact should be used if the Commission recommends approval of the project:

1. The “Final Subdivision and PUD for Algonquin Meadows Subdivision” and Final PUD request are in substantial compliance with the Preliminary Plat and Preliminary PUD approved by the Village Board on June 18, 2024.

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat and Final Planned Development as the proposal is consistent with the previously approved Preliminary Planned Development, consistent with the findings of fact outlined above, and subject to the conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. “To approve the Final Plat titled “Final Subdivision and PUD for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, and revised June 24, 2024, and approve a Final Planned Unit Development Plan for the Subject Property located North of Longmeadow Parkway, West of Westfield School, East of Randall Road, and South of Willoughby Farms Phase 3C referred to as “Algonquin Meadows,” as outlined in the staff report for case PZ-2024-12, subject to the following conditions and final staff approval:
 - a. That a Grading Permit shall not be issued until the Village Engineer and Public Works Director have given approval to the portion of the plans related to grading and all conditions of said permit are met;
 - b. That a full Site Development Permit shall not be issued for each phase until a Final Plat and Final PUD have been approved by the Planning and Zoning Commission, the Village Board, and the Public Works Director;
 - c. All traffic related to construction shall access the Subject Property from Longmeadow Parkway;
 - d. Except for the model dwelling units, no building permits shall be issued until the Subject Property can be accessed from the intersection of Stonegate Road and Longmeadow Parkway;
 - e. The Proposed Single Family Home Floorplans & Elevations, as prepared by Lennar, and last revised March 30, 2024. The Traditional Townhome Floorplans and Elevations, as prepared by Lennar. The Urban Townhome Floorplans and Elevations, as prepared by Lennar. Design elements like additional masonry, push-outs, and bay windows to key side elevations shall be added to the sides that face a public road;
 - f. The Algonquin Meadows, Algonquin, IL – Model Court Sign Plan, as prepared by Lennar, and last revised June 21, 2024;
 - g. The Final PUD Plat titled “Final Subdivision Plat and P.U.D. for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, with the latest revision date of June 24, 2024. All dwellings shall conform to the underlying zoning except for the front open porches on the initial ranch home construction. The front yard setback of only the front open porch can be reduced to twenty-five feet (25’);

- h. The Final Site Plan Exhibit, as prepared by Mackie Consultants, LLC, and last revised June 21, 2024;
- i. The Final Engineering, as prepared by Mackie Consultants, LLC, and last revised June 21, 2024. The Village, School District 300, and the developer shall agree upon the design of the access drive to Westfield School prior to the access road's construction;
- j. The Final Landscape Plan, as prepared by Gary R. Weber Associates, Inc, and last revised June 26, 2024.;
- k. A backup Special Service Area shall be required for areas to be maintained by the subdivision's HOA."

Staff is proposing a condition to

I concur:



Patrick M Knapp, AICP

Director of Community Development

Attachments:

- Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2024-01, Preliminary PUD for the Algonquin Meadows
- Exhibit B. 2024-O-26, Ordinance approving the Algonquin Meadows Preliminary PUD
- Exhibit C. ALTA/NSPS Land Title Survey
- Exhibit D. Final Plat
- Exhibit E. Final Site Plan
- Exhibit F. Single Family Home Floorplans & Elevations
- Exhibit G. Traditional Townhome Floorplans and Elevations
- Exhibit H. Urban Townhome Floorplans and Elevations
- Exhibit I. Marketing Signs
- Exhibit J. Signage Plan
- Exhibit K. Final Landscape Plan



Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

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

PLANNING AND ZONING COMMISSION MINUTES

AUGUST 12, 2024

Roll Call Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

Director Patrick Knapp called the roll to check attendance.

Six of the seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Bumbales
- Commissioner Laipert
- Commissioner Rasek
- Commissioner Sturznickel
- Commissioner Szpekowski

Member absent: Commissioner Neuhalfen

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Brandy Ruance

Public Comment

Chair Patrician asked for public comments. Two people provided public comments.

Zach Holland spoke about his interest in opening a dog training and grooming business in Algonquin. Chair Patrician explained that he should make sure that the use is consistent with the Village's Comprehensive Plan and that he should work with staff on the Special Use Permit process.

Stephanie Lesko of 2232 Barrett Dr asked for more benches at the intersections of Longmeadow Pkwy and Barrett Dr and Longmeadow Pkwy and Sleepy Hollow Rd. Director Knapp suggested that she reach out to the HOA as well.

Approval of Minutes

Chair Patrician asked for approval of the July 8, 2024, Planning and Zoning Commission minutes.

A motion was made by Commissioner Rasek and seconded by Commissioner Laipert to approve the minutes. The motion was approved with a 6-0 vote.

Case Number PZ Consideration of a Request to Approve a Final Plat and a Final Planned Development for the Algonquin Meadows Subdivision

John McFarland of Lennar Corp., the Petitioner, gave a verbal request to the Planning & Zoning Commission to recommend approval of a Final Plat and Final Planned Development for the Algonquin Meadows Subdivision. He explained that the plans largely conform with the Preliminary Plat and that plans were updated to address feedback from the Planning & Zoning Commission and the Village Board.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission stating that Staff supports the request with the conditions outlined in the Staff Report.

Commissioner Bumbales asked about the status of the school access road. Petitioner McFarland explained that the school district was doing their own engineering studies for the road and that Lennar was waiting for them to complete this. He also explained that Lennar is willing to construct the road with school impact fees.

Commissioner Sturznickel asked about the purpose of the road. Petitioner McFarland explained that the school traffic causes delays on Sleepy Hollow Road and causes pedestrian safety concerns. He further explained that the road, which will be a private drive, may alleviate these concerns by providing a bus route or a parent drop-off route.

Commissioner Sturznickel asked about the additional home in the Subdivision. Petitioner McFarland pointed to the location of the home on the screen. Director Knapp clarified that a condition in the Preliminary PUD provided that the Petitioner could add an additional home and landscape the crescent property.

Commissioner Rasek asked about the landscape buffer zone. Petitioner McFarland explained that 8-foot evergreens will be added to the lots that abut existing residential.

Commissioner Rasek also asked about the timeline for construction. Petitioner McFarland responded that they would like to begin site development work during this construction season and building work next year. Director Knapp added that Lennar may start early grading prior to Village Board approval, per the Redevelopment Agreement.

Commissioner Szpekowski asked if there was a chance that the school access road will not be constructed. The Petitioner responded that it was the school district's decision.

Chair Patrician asked what would happen if the Village, Lennar, and the school district cannot agree on the construction of the school access road. Director Knapp answered that the road is part of Lennar's request and the three parties are actively working together. Chair Patrician asked about the stub to the road. Petitioner McFarland explained that Lennar will construct the stub at that location per the school district's request and that the road will be public right-of-way up to the school property line, then it will be a private road with a gate.

Commissioner Bumbales asked about when the school district would respond to the construction of the access road. Director Knapp explained that the school district experienced a change in leadership and that the construction of the access road will likely be pushed to the next school year.

Commissioner Rasek asked if the access road construction would need another hearing. Director Knapp responded that it would not.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Stephanie Lesko, 2232 Barrett Drive, asked about the landscaping buffer between the existing houses. She also expressed concern with overcrowding, parking, and open space. Petitioner McFarland explained that there will be a row of evergreens on the property for screening. He also explained that the open space could not be relocated because it is intended for stormwater detention and location is determined by the Wetland Survey. Chair Patrician added that there is an existing park on the north side of the subdivision. Director Knapp explained that a park study will be conducted soon and that the funds generated from the subdivision will be used to improve that existing park.

Janice Jasper, 2120 Tracy Lane, asked about landscaping along Longmeadow Parkway. Petitioner McFarland explained that there will be an out lot with a landscape buffer with a berm between the homes and the road as well as a bike path along the north side of the road connected to Barrett Drive.

Commissioner Rasek asked if there was a sidewalk on the northside of Longmeadow Parkway to connect to the bike path and Chair Patrician responded there was a bike path on the southside of the road that goes to Randall Road.

Ms. Jasper commented that the bike path connection from Longmeadow Parkway to Stonegate Road was nice. She then asked if the Stonegate Road construction was going to be completed first and where the model home was going to go. Petitioner McFarland responded that construction will occur in phases per the plans and that the model homes are on lots 35 and 36.

Chris Kempf, 605 Souwanas Trail, asked about the jog in the lot line along Longmeadow Parkway. Petitioner McFarland responded that it was a stormwater management basin in the Kane County right-of-way.

Commissioner Sturznickel asked if the public will be able to access Stonegate Road during construction if it is built. Petitioner McFarland responded that they would have to work with the Public Works Department on when they can open the road.

Commissioner Bumbales asked how long the entire construction will take. Petitioner McFarland responded that it will be around four years in total.

Chair Patrician asked if there will be a berm where the landscaping will be installed behind the existing homes. Petitioner McFarland responded no.

Chair Patrician closed the Public Comment portion of the Public Hearing.

Chair Patrician asked for a motion. A motion was made by Commissioner Laipert and seconded by Commissioner Rasek to recommend approval of the Final Plat titled “Final Subdivision and PUD for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, and revised June 24, 2024, and approve a Final Planned Unit Development Plan for the Subject Property located North of Longmeadow Parkway, West of Westfield School, East of Randall Road, and South of Willoughby Farms Phase 3C referred to as “Algonquin Meadows”, subject to the conditions as outlined in the staff report for Case Number PZ-2024-12, dated August 9, 2024, and final staff approval. The motion carried with a 6-0 vote.

DRAFT

ORDINANCE NO. 0 _____

**AN ORDINANCE APPROVING THE FINAL PLANNED DEVELOPMENT AND
FINAL PLAT OF SUBDIVISION FOR ALGONQUIN MEADOWS**

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: That the final planned development and final plat of subdivision for the Algonquin Meadows residential development, which consists of the following documents and conditions, are hereby approved:

- A. That a Grading Permit shall not be issued until the Village Engineer and Public Works Director have given approval to the portion of the plans related to grading and all conditions of said permit are met;
- B. That a full Site Development Permit shall not be issued for each phase until a Final Plat and Final PUD have been approved by the Planning and Zoning Commission, the Village Board, and the Public Works Director;
- C. All traffic related to construction shall access the Subject Property from Longmeadow Parkway;
- D. Except for the model dwelling units, no building permits shall be issued until the Subject Property can be publicly accessed from the intersection of Stonegate Road and Longmeadow Parkway;
- E. The Proposed Single Family Home Floorplans & Elevations, as prepared by Lennar, and last revised March 30, 2024. The Traditional Townhome Floorplans and Elevations, as prepared by Lennar, and last revised July 22, 2024. The Urban Townhome Floorplans and Elevations, as prepared by Lennar, and last revised May 27, 2024. Design elements like additional masonry, push-outs, and bay windows to key side elevations shall be added to the sides that face a public road;
- F. The Algonquin Meadows, Algonquin, IL – Model Court Sign Plan, as prepared by Lennar, and last revised August 23, 2024;
- G. The Final PUD Plat titled “Final Subdivision Plat and P.U.D. for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, with the latest revision date of August 23, 2024. All dwellings shall conform to the underlying zoning except for the front open porches on the initial ranch home construction. The front yard setback of only the front open porch can be reduced to twenty-five feet (25’);

- H. The Final Site Plan Exhibit, as prepared by Mackie Consultants, LLC, and last revised August 22, 2024;
- I. The Final Engineering, as prepared by Mackie Consultants, LLC, and last revised August 27, 2024. The Village, School District 300, and the developer shall agree upon the design of the access drive to Westfield School prior to the access road's construction;
- J. Lighting Plans, as prepared by Mackie Consultants, LLC, and last revised August 21, 2024;
- K. Fire Truck Turning Exhibit, as prepared by Mackie Consultants, LLC, and last revised August 15, 2024;
- L. The Final Landscape Plan, as prepared by Gary R. Weber Associates, Inc, and last revised August 27, 2024;
- M. A backup Special Service Area shall be required for areas to be maintained by the subdivision's HOA;
- N. The Town Home Property shall be governed by a Declaration of Covenants, Conditions, and Restrictions ("CCR's"), which shall provide for the formation of a property owners association ("POA", or "Association") that is managed and funded by the owners of the Townhome properties. The POA shall be responsible for the ownership of Lots 903, 905, 906, 907, 908, and 911, and the maintenance of any improvements thereto, including monument signs and all associated landscaping ("POA Maintenance Obligation"). No more than ten percent (10 %) of eligible townhome units shall be subleased and no sublease shall be for less than six (6) months;
- O. The developer shall otherwise comply with all terms of approval of the Preliminary PUD and Preliminary Plat for Algonquin Meadows and the Annexation Agreement.

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 but shall be deemed automatically null and void if CalAtlantic Group, Inc. (a Lennar Corp) does not acquire title to the Subject Property within one year from the date of this Ordinance.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

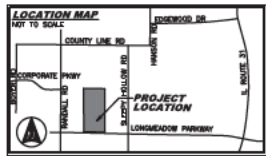
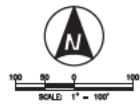
Approved: _____

Published: _____

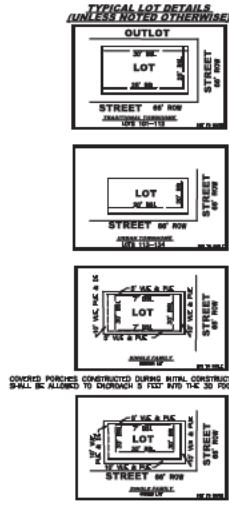
DRAFT

FINAL SUBDIVISION PLAT AND P.U.D. FOR ALGONQUIN MEADOWS SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTH-WEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ALGONQUIN, ILLINOIS.



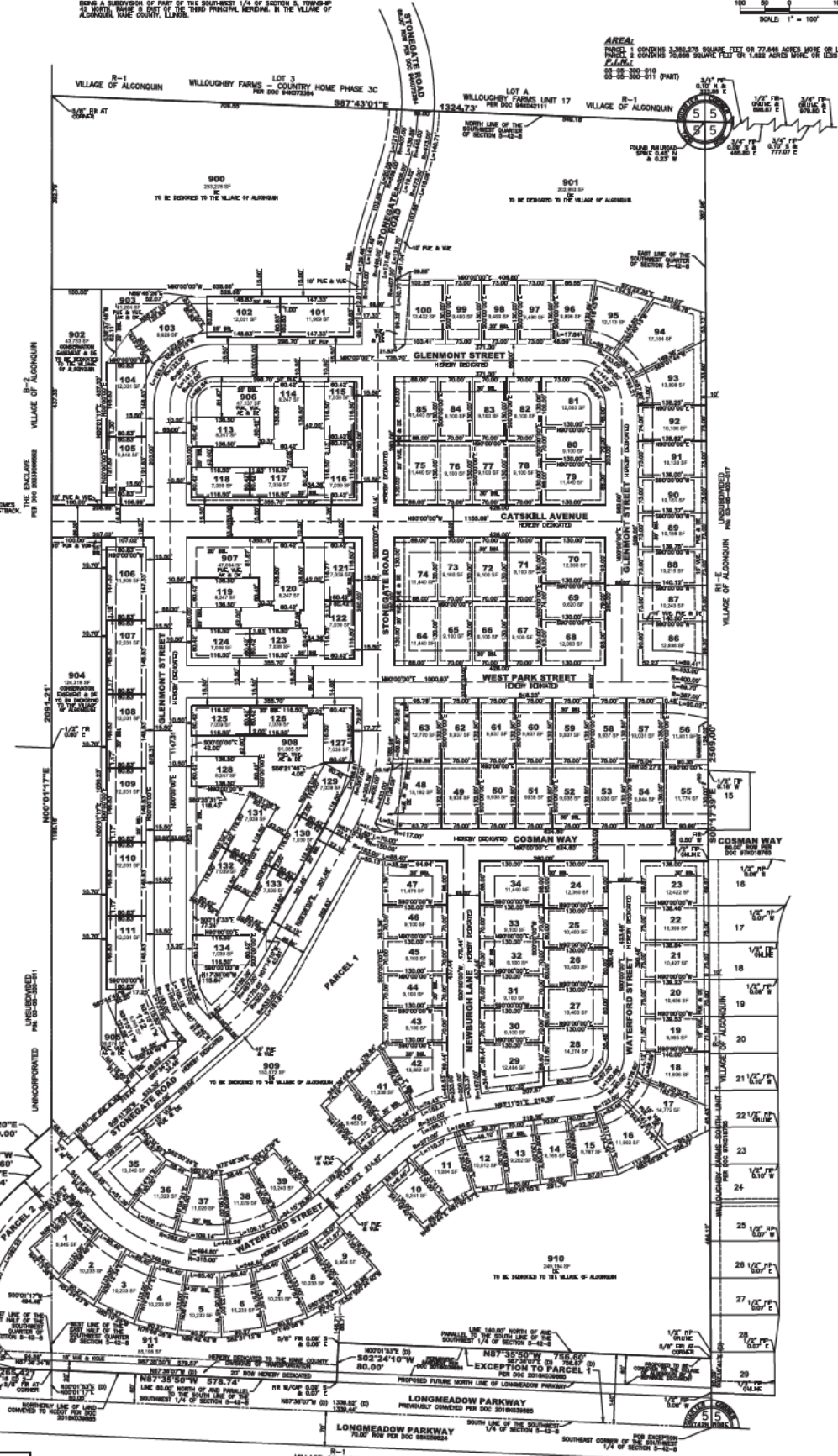
AREA:
 PARCEL 1 CONTAINS 70,288.275 SQUARE FEET OR 1.604 ACRES MORE OR LESS
 PARCEL 2 CONTAINS 70,288.275 SQUARE FEET OR 1.604 ACRES MORE OR LESS
 03-22-2017 (PART)



TOWNHOME MIN. BUILDING SEPARATION:

SEPARATION	MIN. SEPARATION (113'-113")	MIN. SEPARATION (113'-134")
SIDE TO SIDE	20"	20"
BACK TO BACK	40"	40"
BACK TO SIDE	40"	40"
FRONT TO SIDE	40"	40"

- LEGEND:**
- BOUNDARY LINE
 - PROPOSED LOT LINE
 - BUILDING SETBACK LINE (BSL)
 - CLOSURE LINE
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - UNINCORPORATED LOT LINE
 - SOUTH LINE
 - FR FOUND IRON ROD
 - FR FOUND IRON PIPE
 - SM SET SIGNATURE
 - AE ACCESS EASEMENT
 - DC DRAINAGE DRAINAGE
 - NU NUISANCE UTILITY DRAINAGE
 - PU PUBLIC UTILITY EASEMENT
 - VE VILLAGE UTILITY EASEMENT



OWNER/SUBDIVIDER:
LENNAR HOMES
 1700 E. GOLF ROAD
 SUITE 1100
 SCHAUMBURG, IL 60173

LAND SURVEYOR/ENGINEER:
Mackie Consultants, LLC
 9575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847)996-1400
 www.mackieconsultants.com

DATE	REVISION	BY	SCALE
08-29-24	REVISION PER COMMENTS	KMF	DATE 08-24-24
08-08-24	REVISION PER COMMENTS	KMF	DATE 08-24-24
	DESCRIPTION OF REVISION		

FINAL P.U.D. PLAT
ALGONQUIN MEADOWS SUBDIVISION
ALGONQUIN, ILLINOIS

SHEET
1 OF 2
 PROJECT NUMBER: 4882
 90 W. WASHINGTON ST., SUITE 100
 CHICAGO, IL 60601



Meadia Consultants, LLC
 8575 N. Apple Road, Suite 500
 Rosemead, IL 60018
 (631) 959-4200
 www.mediainc.com

CLIENT:
LENNAR

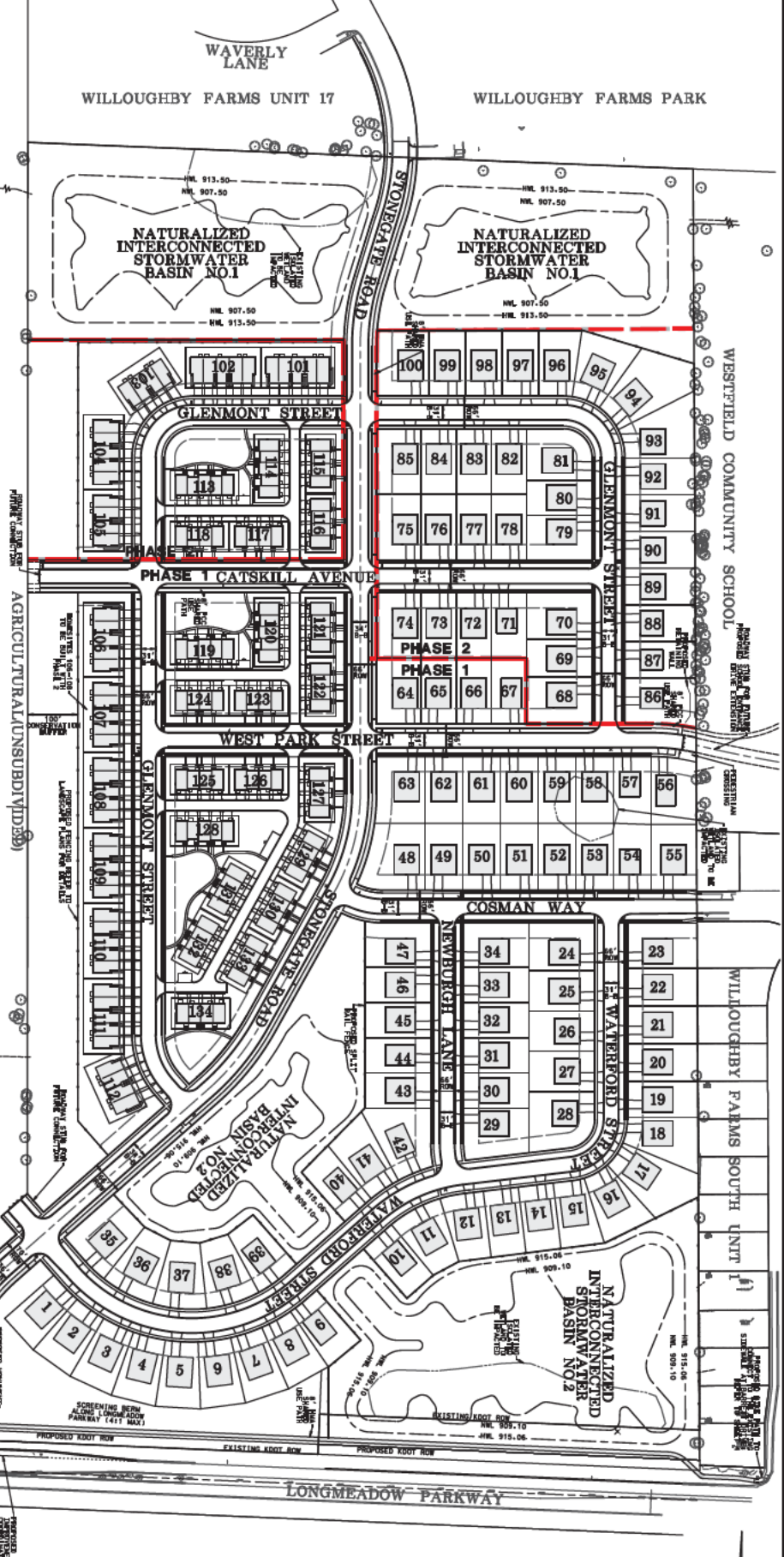
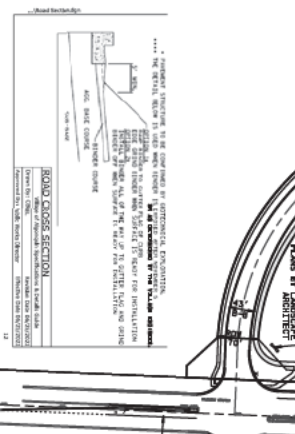
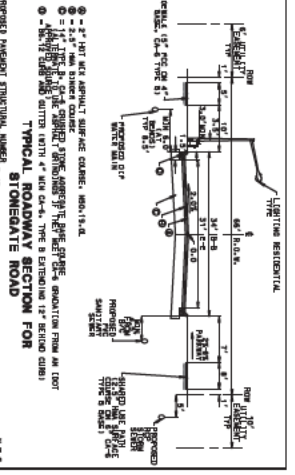
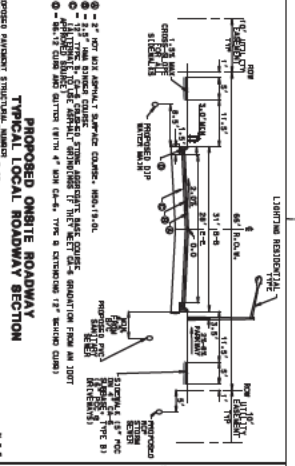
1700 E. GOLF ROAD, SUITE 100
 SCHMIDTBAUM, L. 60703
 PH: 630-224-3300
 FAX: 630-224-3301

DATE	DESCRIPTION
02/27/2024	ISSUED FOR PERMITS
02/27/2024	ISSUED FOR PERMITS
02/27/2024	ISSUED FOR PERMITS
02/27/2024	ISSUED FOR PERMITS

DESIGNED	PKC
DRAWN	ML/JD
APPROVED	ML
DATE	06-14-2024
SCALE	1" = 80'

OVERALL SITE PLAN
ALCONQUIN MEADOWS RESIDENTIAL COMMUNITY
ALCONQUIN, ILLINOIS

2 OF 31



PLANT LIST

Key	Qty	Brand/Comm. Name	Size	Remarks
4	4	Calla lilies	3' Gal.	
5	5	Hydrangea	3' Gal.	
6	6	Hydrangea	3' Gal.	
7	7	Hydrangea	3' Gal.	
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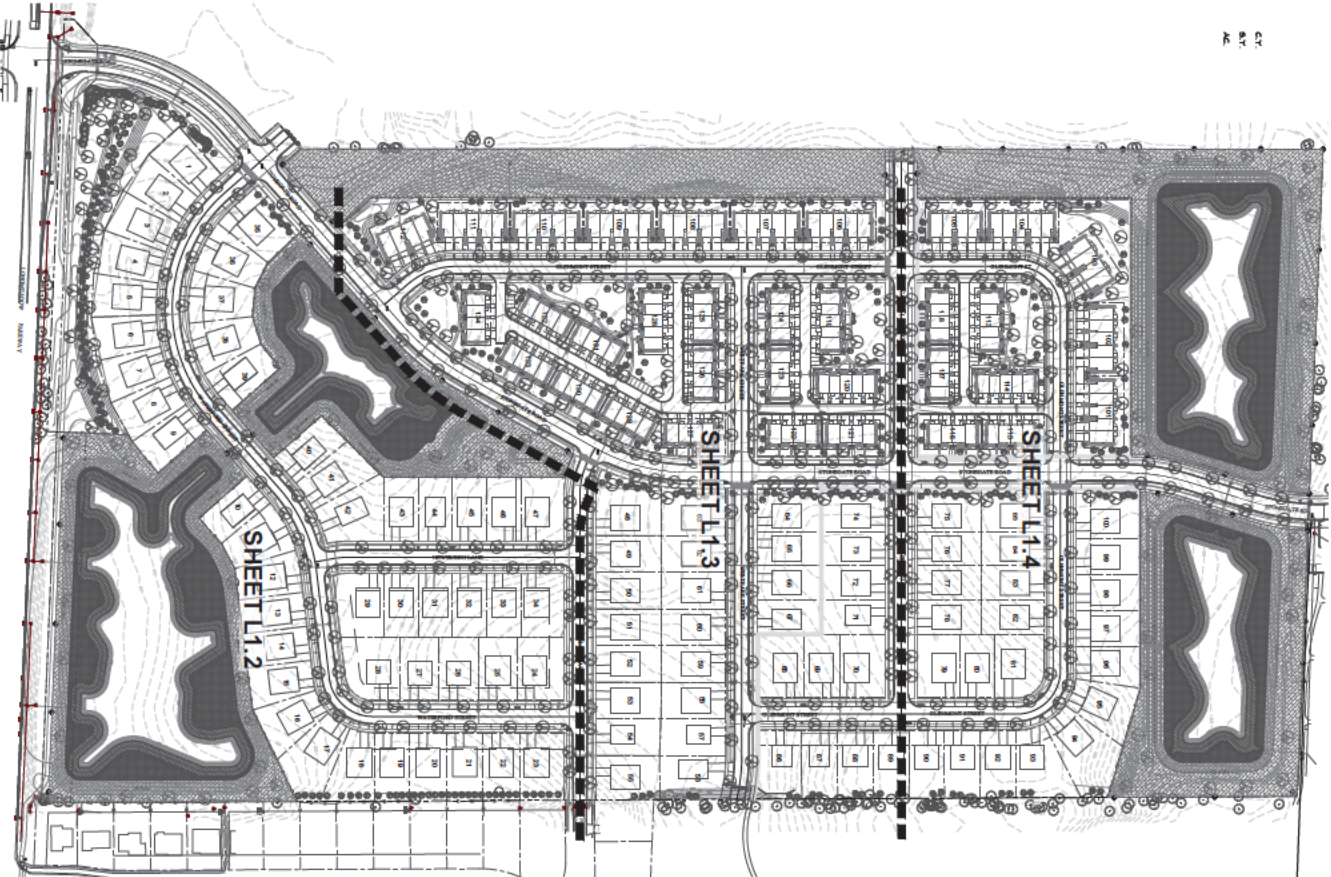
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LEGEND

Key	Qty	Description
12.5 AC		MISC. PRAIRIE SEED MIX
4.5 AC		MISC. PRAIRIE SEED MIX
2.5 AC		MISC. PRAIRIE SEED MIX
		EXISTING ASPHALT & PAVEMENT
		EXISTING TO BE REPAIRED
		EXISTING TO BE REMOVED

0' 60' 120' 240' 300'

SCALE: 1"=120'

NORTH

ALGONQUIN MEADOWS
ALGONQUIN, ILLINOIS

OVERALL LANDSCAPE PLAN

LENNAR
CORPORATION
1000 W. LIBERTY DRIVE
WILSONVILLE, OR 97150
PHONE: 503.646.1972
www.lennar.com

MAJOR CONSULTANTS, LLC
1000 W. LIBERTY DRIVE
WILSONVILLE, OR 97150
PHONE: 503.646.1972
www.major.com

GARY R. WEBER
ASSOCIATES, INC.
1000 W. LIBERTY DRIVE
WILSONVILLE, OR 97150
PHONE: 503.646.1972
www.garyrwebber.com

DATE: 06/27/2024

PROJECT NO.: 123456

DESIGNED BY: J.S.

CHECKED BY: M.K.

SCALE: 1"=120'

SHEET NO.: L1.1