

**COMMITTEE OF THE WHOLE
JANUARY 21, 2025
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:45 P.M.**

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

∞ AGENDA ∞

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
- 3. Community Development**
 - A. Consider an Ordinance Proposing the Establishment of Special Service Area Number 3
- 4. General Administration**
 - A. Consider Amending Chapter 33, Liquor Control and Liquor Licensing, by Increasing the Number of Class A-1 and B-1 Liquor Licenses by One
- 5. Public Works & Safety**
 - A. Consider an Agreement with Baxter and Woodman Natural Resources for 2025-2027 Natural Area Prescribed Burns
 - B. Consider an Amendment to the Agreement with Christopher Burke Engineering for the Presidential Park Construction Oversight
 - C. Consider Certain Equipment Surplus
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	January 21, 2025
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Approval of an Ordinance Proposing the Establishment of Special Service Area #3 for Spectrum Senior Living PUD

ACTION REQUESTED:

The dormant Special Service Area, “SSA”, established over the Spectrum Senior Living PUD, the “Area”, was approved by the Village Board on January 21, 2020. However, the Ordinance was never recorded and needs to be reapproved.

DISCUSSION:

This SSA was agreed to by Spectrum as part of their annexation agreement with the Village. The SSA will cover the entirety of the Area. The special services related to the stormwater management area include:

- Maintenance, repair, and replacement of stormwater detention, retention, and other stormwater management areas and related facilities including, transmission lines, retaining walls, weirs, and plantings within the Area, as deemed necessary and appropriate by the Corporate Authorities
- Administrative, professionals’, engineers’, attorneys’, consultants’, and contractors’ fees incurred by the Village relative to the provision of any of the above-described special services as deemed appropriate by the Corporate Authorities

Time Line for Approval

- January 21 – Committee of the Whole considers the Ordinance proposing the establishment of the SSA
- February 4 – Village Board adopts Ordinance proposing the establishment of the SSA
- Legal Notice Published
- April 15th at 7:15 pm – Public Hearing to establish the SSA
- April 15th – Village Board adopts Ordinance establishing the SSA

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance the matter to the Village Board to approve the Ordinance considering the establishment of Special Service Area Number 3 within the Village of Algonquin and providing for a Public Hearing and other procedures in connection therewith for the property commonly known as Spectrum Senior Living PUD

ATTACHMENTS:

- Ordinance Proposing SSA #3
- Spectrum Algonquin Subdivision

ORDINANCE NO. 2025-O-__

***An Ordinance Proposing the Establishment of Special Service Area Number 3
Within the Village of Algonquin and Providing for a Public Hearing
and Other Procedures in Connection Therewith
for the Property Commonly Known as Spectrum Senior Living PUD***

BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin (the “Village”), McHenry and Kane Counties, Illinois, 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, as follows:

SECTION 1: Authority to Establish Special Service Areas. The constitutional authority for home rule powers is set forth in Article VII, Section 6, of the Constitution of the State of Illinois in force July 1, 1971, which provides in relevant part as follows:

§ 6. Powers of Home Rule Units.

Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt.

Special service areas are established pursuant to the provisions of Public Act 88-455, the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*, which provides the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule municipalities and non-home rule municipalities and counties.

SECTION 2: Findings. This Village’s corporate authorities find that:

A. It is in the public interest that the creation of Special Service Area Number 3, for the purposes set forth herein, be considered for the real property legally described as follows:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH 1 DEGREE 42 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH 1/2, 1284.19 FEET TO THE SOUTH LINE OF HARNISH DRIVE AS DEDICATED BY DOCUMENT NUMBER 1998R0075129; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST ALONG SAID SOUTH LINE, 657.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 303.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST, 660.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 980.70 FEET TO THE SOUTH LINE OF THE NORTH 1/2, BEING ALSO THE NORTH LINE OF MILLBROOK TOWNHOMES AS PLATTED BY DOCUMENT 2003R0078555; THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID MILLBROOK TOWNHOMES, 1350.83 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE NORTH 1 DEGREE 42 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH HALF, 1284.19 FEET TO THE SOUTH LINE OF HARNISH DRIVE AS DEDICATED BY DOCUMENT 1999R0075129; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST ALONG SAID SOUTH LINE, 657.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS EAST, 303.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST, 660.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 339.97 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, 461.72 FEET; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE HAVING A RADIUS OF 150.00 FEET CONCAVE TO THE SOUTHWEST, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 20 MINUTES 02SECONDS WEST, 107.49 FEET; THENCE NORTH 40 DEGREES 51 MINUTES 48SECONDS WEST, 189.53 FEET; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE HAVING A RADIUS OF 150.00 FEET CONCAVE TO THE NORTHEAST, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 20 MINUTES 02 SECONDS WEST, 107.49 FEET TO THE POINT OF BEGINNING IN MCHENRY COUNTY, ILLINOIS (the "Area").

The Area consists of Lots 1 through 3, and Outlots A and B, inclusive, in the Spectrum Algonquin Subdivision, being a subdivision in the North 1/2 of the Southeast 1/4 of Section 31, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois as set forth in the Final Plat of Subdivision recorded as document no. 2019R0042410 with the McHenry County Recorder's Office.

The Area is located at the southwest quadrant of Harnish Drive and Randall Road, north of Millbrook Townhomes, in the Village of Algonquin, is commonly known as Spectrum Senior Living PUD, and collectively consists of approximately 30.34 acres. The property identification numbers assigned to the Area are 19-31-402-001 (Lot 1), 19-31-402-003 (Lot 2), 19-31-401-004 (Lot 3), 19-31-402-002 (Outlot A) and 19-31-401-003 (Outlot B).

B. The Area is compact, contiguous and constitutes a separate and distinct development within the Village of Algonquin; the Area will benefit specially from the special services to be provided and as hereinafter described; the proposed special services are in addition to municipal services provided to the Village of Algonquin as a whole; and it is therefore in the best interests of the Village that the levy of special taxes against the Area to finance the special services to be provided be considered. Such special services would include but not be limited to the following:

1. Maintenance, repair and replacement of stormwater detention, retention and other stormwater management areas and related facilities including, transmission lines, retaining walls, weirs and plantings within the Area, as deemed necessary and appropriate by the Corporate Authorities ("Services"); and
2. Administrative, professionals', engineers', attorneys', consultants' and contractors' fees incurred by the Village relative to the provision of any of the above described special services within the Area as deemed appropriate by the Corporate Authorities (collectively, the "Special Services").

However, under no circumstances shall the provision of such Special Services by the Village or its contractor(s) constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

SECTION 3: Public Hearing - Tax Rate: A public hearing shall be held on _____, the ____ day of _____, 2025, at _____ p.m. in the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102, to consider the creation of Special Service Area No. 3 of the Village of Algonquin for the Area described in Section 2-A of this Ordinance. At the public hearing there will also be considered the levy of an annual tax not to exceed the annual rate of rate of .600 percent of the assessed value, as equalized, of the taxable property within the Area, said tax to be levied annually from the date of the establishment of a special service area for the Area. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed \$7,500 but shall not exceed the annual rate of .600 percent of the assessed value, as equalized, of the taxable property within the Area.

SECTION 4: Notice of Public Hearing. Notice of the public hearing shall be published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the Village of Algonquin, Illinois. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. Said notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the Area. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING
ON THE PROPOSED CREATION OF
SPECIAL SERVICE AREA NUMBER 3
FOR SPECTRUM SENIOR LIVING PUD
AND THE LEVY OF A SPECIAL TAX THEREFORE
IN THE VILLAGE OF ALGONQUIN**

NOTICE IS HEREBY GIVEN that on _____, _____, 2025, at 7:15 p.m. in the Algonquin Village Hall, 2200 Harnish Drive, Algonquin, Illinois 60102, a public hearing will be held by the President and Board of Trustees of the Village of Algonquin, Illinois, to consider forming a Special Service Area consisting of the following described territory:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH 1 DEGREE 42 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH 1/2, 1284.19 FEET TO THE SOUTH LINE OF HARNISH DRIVE AS DEDICATED BY DOCUMENT NUMBER 1998R0075129; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST ALONG SAID SOUTH LINE, 657.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 303.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST, 660.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 980.70 FEET TO THE SOUTH LINE OF THE NORTH 1/2, BEING ALSO THE NORTH LINE OF MILLBROOK TOWNHOMES AS PLATTED BY DOCUMENT 2003R0078555; THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID MILLBROOK TOWNHOMES, 1350.83 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE NORTH 1 DEGREE 42 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH HALF, 1284.19 FEET TO THE SOUTH LINE OF HARNISH DRIVE AS DEDICATED BY DOCUMENT 1999R0075129; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST ALONG SAID SOUTH LINE, 657.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS EAST, 303.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST, 660.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 339.97 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, 461.72 FEET; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE HAVING A RADIUS OF 150.00 FEET CONCAVE TO THE SOUTHWEST, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 20 MINUTES 02SECONDS WEST, 107.49 FEET; THENCE NORTH 40 DEGREES 51 MINUTES 48SECONDS WEST, 189.53 FEET; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE HAVING A RADIUS OF 150.00 FEET CONCAVE TO THE NORTHEAST, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 20 MINUTES 02 SECONDS WEST, 107.49 FEET TO THE POINT OF BEGINNING IN MCHENRY COUNTY, ILLINOIS (the "Area").

The Area consists of Lots 1 through 3, inclusive, in the Algonquin Road Subdivision being a subdivision of that part of the Northeast Quarter of Section 2, Township 42 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois as set forth in the Final Plat of Subdivision recorded as document no. 2021K056678 and Certificate of Correction recorded as document no. 2023K009665 with the Kane County Recorder's Office.

The Area consists of Lots 1 through 3, and Outlots A and B, inclusive, in the Spectrum Algonquin Subdivision, being a subdivision in the North 1/2 of the Southeast 1/4 of Section 31, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois as set forth in the Final Plat of Subdivision recorded as document no. 2019R0042410 with the McHenry County Recorder's Office.

The Area is located at the southwest quadrant of Harnish Drive and Randall Road, north of Millbrook Townhomes, in the Village of Algonquin, is commonly known

as Spectrum Senior Living PUD, and collectively consists of approximately 30.34 acres. The property identification numbers assigned to the Area are 19-31-402-001 (Lot 1), 19-31-402-003 (Lot 2), 19-31-401-004 (Lot 3), 19-31-402-002 (Outlot A) and 19-31-401-003 (Outlot B).

The purpose of the formation of the Village of Algonquin Special Service Area No. 3 in general is to provide special services to the Area, including, but not limited to:

1. Maintenance, repair and replacement of stormwater detention, retention and other stormwater management areas and related facilities including, transmission lines, retaining walls, weirs and plantings within the Area, as deemed necessary and appropriate by the Corporate Authorities (“Services”); and
2. Administrative, professionals’, engineers’, attorneys’, consultants’ and contractors’ fees incurred by the Village relative to the provision of any of the above described special services within the Area as deemed appropriate by the Corporate Authorities (collectively, the “Special Services”).

However, under no circumstances shall the provision of such Special Services by the Village or its contractor(s) constitute an acceptance of any personal property or real property within the Area by the Village.

The term of the proposed Special Service Area would be perpetual and the nature of the Special Services is new construction and maintenance within the Area.

If funds are received by the Village through this proposed special service area, such funds may be used by the Village itself to provide the Special Services or paid to a third party contractor to provide such Special Services on behalf of the Village.

A special service area tax will be considered at the public hearing, to be levied annually and not exceed a rate of .600 percent per annum of assessed value, as equalized, to be levied against the real, taxable property included within the proposed Special Service Area. The proposed amount of such tax levy for the Special Services for the initial year for which taxes will be levied within the proposed special service area will not exceed \$7,500 but shall not exceed the annual rate of .600 percent of the assessed value, as equalized, of the taxable property within the Area.

At the public hearing, all interested persons, including all persons owning taxable real estate therein and electors, will be given an opportunity to be heard at the hearing regarding the proposed tax levy against the Area to finance the provision of the Special Services, the proposed creation of the Special Service Area, its boundaries and any other issues relating to the proposed Special Service Area. The hearing may be adjourned by the Board of Trustees of the Village of

Algonquin without further notice to another date other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the Area is filed with the Village of Algonquin Village Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area, or the levy or imposition of a tax, no such special service area may be created or tax levied or imposed.

Dated this ____ day of _____, 2025.

/s/ Fred Martin
Village Clerk
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

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 is hereby authorized, as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President Debby Sosine

(SEAL)
ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____

CERTIFICATION

I, FRED MARTIN, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Algonquin.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the ____ day of _____, 2025, the foregoing Ordinance entitled *An Ordinance Proposing the Establishment of Special Service Area Number 3 in the Village of Algonquin and Providing for a Public Hearing and Other Procedures in Connection Therewith for the Property Commonly Known As Spectrum Senior Living PUD*, was duly passed by the President and Board of Trustees of the Village of Algonquin.

The pamphlet form of Ordinance No. 2025-O-____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on the _____ day of _____, 2025, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

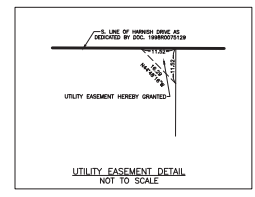
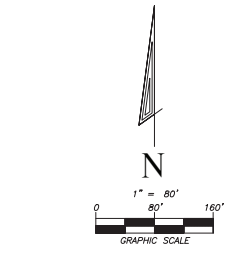
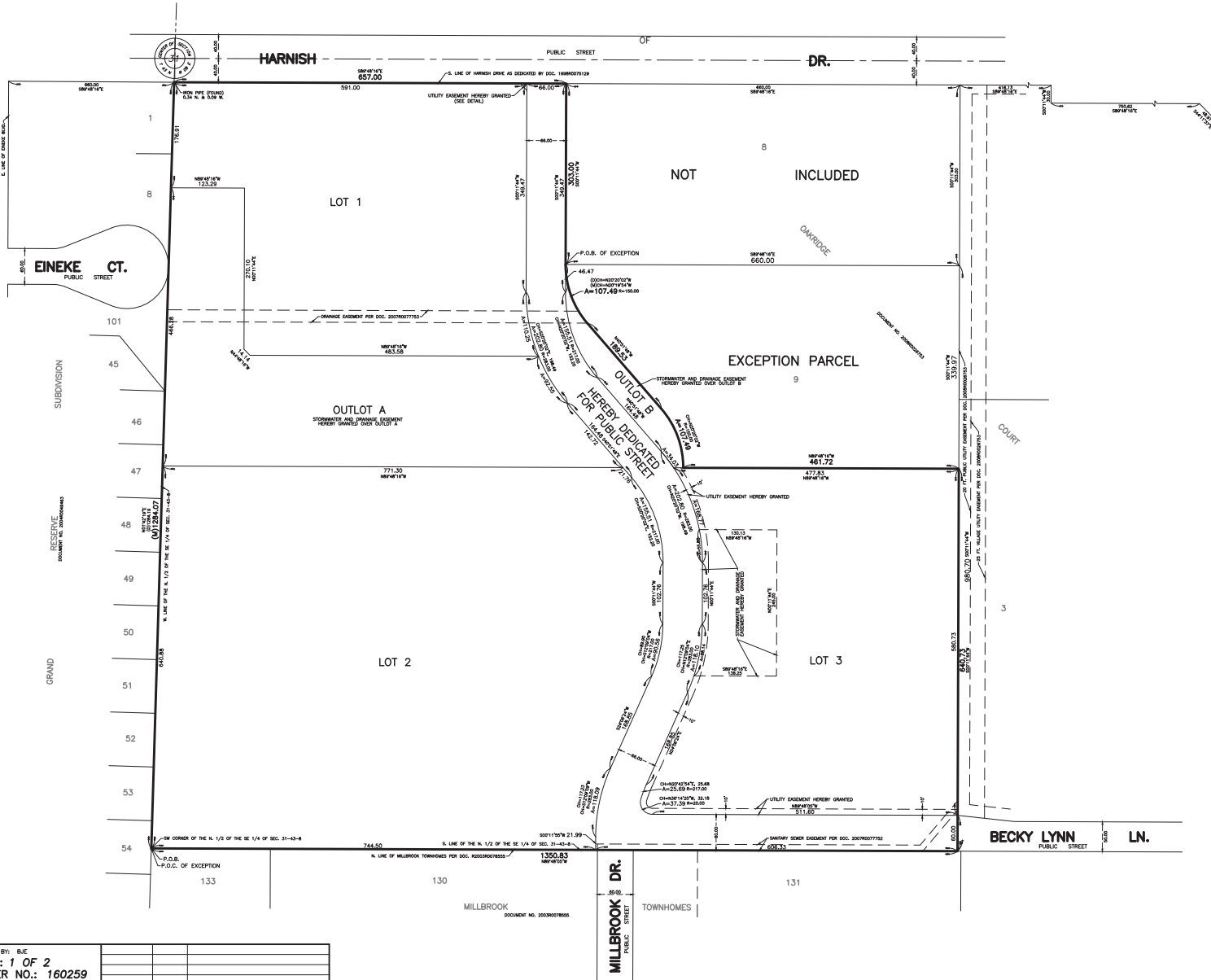
Given under my hand and the seal of the Village of Algonquin, Illinois, this ____ day of _____, 2025.

Fred Martin, Village Clerk
Village of Algonquin,
McHenry and Kane Counties, Illinois

(SEAL)

SPECTRUM ALGONQUIN SUBDIVISION

IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS



AREA SUMMARY

LOT 1	237,941 SQUARE FEET OR 5.4624 ACRES
LOT 2	516,531 SQUARE FEET OR 11.8579 ACRES
LOT 3	266,466 SQUARE FEET OR 6.1172 ACRES
OUTLOT A	164,112 SQUARE FEET OR 3.7679 ACRES
OUTLOT B	13,349 SQUARE FEET OR 0.3065 ACRES
ROW DEDICATION	123,248 SQUARE FEET OR 2.8294 ACRES
TOTAL	1,321,647 SQUARE FEET OR 30.3409 ACRES

DRAFTED BY: BUE		
PAGE: 1 OF 2		
ORDER NO.: 160259		
FILE: 31-43-8		
PROJECT NO.: 2354		
REVISION DATE	ORDER NO.	REVISION
JULY 2, 2018	160259	PLAT OF SUBDIVISION

PREPARED BY:
EDWARD J. MOLLOY & ASSOCIATES
 A DIVISION OF THOMAS A. MOLLOY, LTD. - PROFESSIONAL LAND SURVEYING
 1236 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2800 FAX:(630) 595-4700
 E-MAIL: TMOLLOY@EMOLLOY.COM

SPECTRUM ALGONQUIN SUBDIVISION

IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF COLORADO }
 COUNTY OF _____ } SS
 I, _____ OF
 SPECTRUM ACQUISITION ALGONQUIN, LLC, A COLORADO LIMITED LIABILITY COMPANY, DOES HEREBY
 CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN AND THAT IT HAS CAUSED SAID
 PROPERTY TO BE SURVEYED AND PLATTED FOR THE PURPOSE OF SUBDIVING SAME INTO FIVE LOTS
 TO BE SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY
 ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.
 SIGNED AT _____ THIS _____ DAY OF _____ A.D. 2018
 SPECTRUM ACQUISITION ALGONQUIN, LLC A COLORADO LIMITED LIABILITY COMPANY

BY: _____ TITLE: _____

NOTARY PUBLIC CERTIFICATE

STATE OF COLORADO }
 COUNTY OF _____ } SS
 I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN
 THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF
 SPECTRUM ACQUISITION ALGONQUIN, LLC, A COLORADO LIMITED LIABILITY COMPANY, PERSONALLY KNOWN
 TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT,
 APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED
 THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY
 ACT OF SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.
 GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ A.D. 2018
 MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF MCHENRY AND KANE } SS
 APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, MCHENRY
 COUNTY AND KANE COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D. 2018
 BY: _____ VILLAGE PRESIDENT

ATTEST: _____ VILLAGE CLERK

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF MCHENRY AND KANE } SS
 THIS IS TO CERTIFY THAT MEMBERS OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF
 ALGONQUIN, MCHENRY COUNTY AND KANE COUNTY, ILLINOIS, HAVE REVIEWED THE ABOVE PLAT.
 DATED THIS _____ DAY OF _____ A.D. 2018
 BY: _____ CHAIRPERSON

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS }
 COUNTY OF MCHENRY AND 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 NOT BEEN APPORTIONED AGAINST
 THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION.
 DATED AT ALGONQUIN, MCHENRY AND KANE COUNTIES, ILLINOIS THIS _____ DAY
 OF _____ A.D. 2018

BY: _____ VILLAGE COLLECTOR

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF MCHENRY } SS
 THIS IS TO CERTIFY THAT I, _____ COUNTY CLERK OF
 MCHENRY COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO
 UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN
 THIS 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 THIS _____ DAY OF
 _____ A.D. 2018

BY: _____ COUNTY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF MCHENRY } SS
 THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS,
 THIS _____ DAY OF _____ A.D. 2018 AT _____ O'CLOCK _____ M, AND RECORDED
 IN MAP BOOK _____ PAGE _____ AS DOCUMENT NUMBER _____
 BY: _____ COUNTY RECORDER

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF _____ } SS
 TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE
 CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH
 SURFACE WATER DRAINAGE WILL CHANGE, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION
 AND DISCHARGE OF SUCH SURFACE WATERS INTO PUBLIC OR PRIVATE AREAS AND/OR DRAINS THAT
 THE SUBDIVISION HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN
 ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD
 OF SUBSTANTIVE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE
 SUBDIVISION.
 DATED THIS _____ DAY OF _____ A.D. 2018

REGISTERED PROFESSIONAL ENGINEER

OWNER (S) OR DULY AUTHORIZED ATTORNEY

PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS }
 COUNTY OF DUPAGE } SS
 I, THOMAS A. MOLLOY, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS,
 LICENSE NUMBER 35-3409, DO HEREBY AUTHORIZE THE VILLAGE OF ALGONQUIN,
 MCHENRY/KANE COUNTY, ILLINOIS, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS
 DOCUMENT OF RECORD IN THE COUNTY RECORDER'S OFFICE IN MY NAME AND IN
 COMPLIANCE WITH ILLINOIS STATUTES CHAPTER 109 PARAGRAPH 2, AS AMENDED.
 SIGNED AT BENSENILLE, ILLINOIS THIS 2ND DAY OF JULY, A.D. 2018
 EDWARD J. MOLLOY AND ASSOCIATES, A DIVISION OF THOMAS A. MOLLOY, LTD.
 AN ILLINOIS PROFESSIONAL DESIGN FIRM - LICENSE NO. 184-004840

THOMAS A. MOLLOY
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3409
 (EXPIRES NOVEMBER 30, 2018 AND IS RENEWABLE)

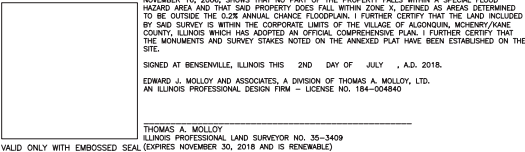
LAND SURVEYOR'S CERTIFICATE:

STATE OF ILLINOIS }
 COUNTY OF DUPAGE } SS
 I, THOMAS A. MOLLOY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE
 SURVEYED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY FOR THE PURPOSE OF SUBDIVING
 SAME INTO FIVE LOTS:
 THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH,
 RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE
 SOUTHWEST CORNER OF SAID NORTH 1/2, THENCE NORTH 1 DEGREE 42 MINUTES 19 SECONDS
 EAST ALONG THE WEST LINE OF SAID NORTH 1/2, 1284.19 FEET TO THE SOUTH LINE OF HARNISH
 DRIVE AS DECATED BY DOCUMENT NUMBER 1998R075129; THENCE SOUTH 89 DEGREES 48
 MINUTES 16 SECONDS EAST ALONG SAID SOUTH LINE, 657.00 FEET; THENCE SOUTH 0 DEGREES 11
 MINUTES 44 SECONDS WEST, 303.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS
 EAST, 660.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 338.97 FEET
 TO THE SOUTH LINE OF THE NORTH 1/2, BEING ALSO THE NORTH LINE OF MILLBROOK TOWNSHIPS
 AS PLATTED BY DOCUMENT 200M000083; THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS
 WEST ALONG THE NORTH LINE OF SAID MILLBROOK TOWNSHIPS, 1350.83 FEET TO THE POINT OF
 BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTH 1/2 OF
 THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD
 PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID
 NORTH 1/2, THENCE NORTH 1 DEGREE 42 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF
 SAID NORTH 1/2, 1284.19 FEET TO THE SOUTH LINE OF HARNISH DRIVE AS DECATED BY
 DOCUMENT 1998R075129; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST, 657.00
 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 338.97 FEET
 THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, 461.72 FEET; THENCE
 NORTHWESTERLY ALONG A CIRCULAR CURVE HAVING A RADIUS OF 150.00 FEET CONCAVE TO THE
 SOUTHWEST, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 20 MINUTES 02 SECONDS WEST,
 107.49 FEET; THENCE NORTH 40 DEGREES 51 MINUTES 48 SECONDS WEST, 189.53 FEET;
 NORTHWESTERLY ALONG A CIRCULAR CURVE HAVING A RADIUS OF 150.00 FEET CONCAVE TO THE
 NORTHEAST, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 20 MINUTES 02 SECONDS WEST,
 107.49 FEET TO THE POINT OF BEGINNING IN MCHENRY COUNTY, ILLINOIS.
 AND THAT THE PLAT HEREON SHOWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND
 SUBDIVISION. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT
 AN EXAMINATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE
 MAP COMMUNITY-PANEL NO. 171103336J AND 1711103337J WITH A MAP REVISED DATES OF
 NOVEMBER 16, 2006, SHOWS THAT NO PART OF THE PROPERTY FALLS WITHIN A SPECIAL FLOOD
 HAZARD AREA AND THAT SAID PROPERTY DOES FALL WITHIN ZONE X, DEFINED AS AREAS DETERMINED
 TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. I FURTHER CERTIFY THAT THE LAND INCLUDED
 BY SAID SURVEY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ALGONQUIN, MCHENRY/KANE
 COUNTY, ILLINOIS WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN. I FURTHER CERTIFY THAT
 THE MONUMENTS AND SURVEY STAKES NOTED ON THE ANNEXED PLAT HAVE BEEN ESTABLISHED ON THE
 SITE.
 SIGNED AT BENSENILLE, ILLINOIS THIS 2ND DAY OF JULY, A.D. 2018.
 EDWARD J. MOLLOY AND ASSOCIATES, A DIVISION OF THOMAS A. MOLLOY, LTD.
 AN ILLINOIS PROFESSIONAL DESIGN FIRM - LICENSE NO. 184-004840

THOMAS A. MOLLOY
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3409
 (EXPIRES NOVEMBER 30, 2018 AND IS RENEWABLE)

PREPARED BY:
EDWARD J. MOLLOY & ASSOCIATES
 A DIVISION OF THOMAS A. MOLLOY, LTD. - PROFESSIONAL LAND SURVEYING
 1236 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2600 FAX(630) 595-4700
 E-MAIL: TMOLLOY@EMOLLOY.COM



DRAFTED BY: BUE			
PAGE: 2 OF 2			
ORDER NO.: 160259			
FILE: 31-43-8			
PROJECT NO.: 2354			
JULY 2, 2018	160259	PLAT OF SUBDIVISION	
REVISION DATE	ORDER NO.	REVISION	



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: January 15, 2025

TO: Committee of the Whole

FROM: Michelle Weber

SUBJECT: Liquor Code Amendment

In accordance with an ordinance passed in 2013 limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time, the attached proposed ordinance amending the number of available Class A-1 and B-1 liquor licenses.

This change is the result of request from:

- Daryjoall, Inc. (dba) Yolk's Corner Restaurant an established restaurant located 1229 South Main Street, Algonquin has applied for a class A-1 liquor license, which will allow patrons to consume alcoholic liquor only on premise as well as purchase packaged alcohol to go.
- The Fresh Market, Inc. (dba) The Fresh Market of Illinois a new grocery market located at 2216 S. Randall Road, Unit 1010, Algonquin, has applied for a Class B-1 liquor license, which will allow to packaged alcohol to go.

Staff recommends increasing the number of available Class A-1 by one and B-1 by one to accommodate the request from Yolk's Corner Restaurant and Fresh Market.

Attachment

ORDINANCE NO. 2025 - O - ____

**An Ordinance Amending Chapter 33, Liquor Control
and Liquor Licensing, of the Algonquin Municipal Code**

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

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

SECTION 1: Section 33.07-B, Number of Licenses Issued, Paragraph 2 and Paragraph 7 of the Algonquin Municipal Code shall be amended as follows:

- 2. Thirty-Nine Class A-1 licenses at any one time.
- 7. Eleven Class B-1 licenses at any one time.

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 February ____, 2025, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye:

~~Absent:~~

APPROVED:

(SEAL)

Village President, Debby Sosine

ATTEST: _____
Village Clerk, Fred Martin

Passed: _____

Approved: _____

Published: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: January 21, 2025
TO: Tim Schloneger, Village Manager
Nadim Badran, Director of Public Works
FROM: Brad Andresen, Village Ecologist / Horticulturist
SUBJECT: 2025 – 2027 Natural Area Prescribed Burns

Attached is a proposal with Baxter & Woodman Natural Resources for natural area prescribed burns for the 2025-2027 burn seasons.

We contacted five contractors and received three quotes for completing the work, as shown in the table below:

Village of Algonquin: Spring 2024 Prescribed Burn RFQ Results				
Company	2025 Season	2026 Season	2027 Season	3-Year Total
Baxter & Woodman Natural Resources	\$39,095.00	\$39,650.00	\$39,425.00	\$118,170.00
RES	\$52,000.00	\$50,100.00	\$55,200.00	\$157,300.00
V3	\$69,675.00	\$95,600.00	\$81,700.00	\$246,975.00
ENCAP	No Bid	No Bid	No Bid	No Bid
Cardinal State LLC	No Bid	No Bid	No Bid	No Bid

We are requesting approval for this contract during the winter months to ensure the contractor has adequate time to apply for the required IEPA open burn permits.

Prescribed burns are an essential tool for the effective maintenance of our restored natural areas within the Village. When executed safely, on time, and expertly, prescribed burns are not only a cost-effective method for controlling undesirable plant species, but they also help native plants thrive by returning nutrients to the soil and clearing dead vegetation from the sites.

We recommend approving Baxter & Woodman’s proposal. They have successfully completed multiple large restoration projects for the Village in the past three years and performed the 2023 and 2024 prescribed burns for the Village of Algonquin. Funds for this contract will be available in the general services budget.

Summary

1. The Village received three quotes for completing the natural area prescribed burns over the next three years.
2. Baxter & Woodman Natural Resources provided the lowest price.
3. Baxter & Woodman Natural Resources has successfully provided prescribed burning services for the Village for the past two years.
4. Sufficient funds are/will be available within the General Services operating 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 prescribed burning services for the 2025 prescribed burn project to Baxter & Woodman Natural Resources for \$39,095.00 and further to authorize the Village Manager or his designee to sign an extension of this contract for an additional two years at \$39,650.00 for 2026 and \$39,425.00 for 2027.

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services) Baxter and Woodman Final

Effective Date: 02/15/2025

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

Project: Spring 2025 Prescribed Burn Services	Location: 15 sites within Algonquin
Originating Department: Village of Algonquin Public Works	
Owner	Vendor
Name : Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Brad Andresen Phone: 847-658-1488 Email: bradleyandresen@algonquin.org	Name: Baxter and Woodman Natural Resources Address: 8678 Ridgefield Rd Crystal Lake, IL 60012 Contact: Lane Linnenkohl Phone: (815) 459-1260 Email: llinenkohl@baxterwoodman.com

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

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

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
1		2025 Prescribed Burn Sites. See Schedule B	\$39,095.00

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date is April 30th, 2025 with the option to extend the completion date for two additional years upon agreement by both the Owner and Vendor.

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

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

VENDOR:

VILLAGE OF ALGONQUIN

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

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

TERMS AND CONDITIONS

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

10. Insurance:

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

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

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

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, 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") including the death of, persons and/or damage to property, caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

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

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

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

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

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

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

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

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

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

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

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

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

This is **SCHEDULE A**, consisting of 44 pages,
referred to in and part of the **Village of Algonquin
Purchase Agreement (Vendor/Services)**
No. _____ effective 02/15/2025

VOA: _____

_____ : _____



Village of Algonquin

The Gem of the Fox River Valley

Request for Quote:

2025-2027 Prescribed Burns

Project Description:

The Village of Algonquin is seeking pricing for three years of prescribed burning services for the 2025-2027 time period. Burns for each year shall be conducted between March 1st and April 30th of each calendar year.

Project Timeline:

Quotes are due to Brad Andresen by end of the day on January 10th, 2025.

All burns to be conducted between March 1st and April 30th of each year. Missed burns may be conducted the following fall with approval from the Village.

Project Specifications:

- All burns to be completed by a qualified contractor in a safe and controlled manner.
- Burn breaks and site preparation will be the responsibility of the Contractor.
- Contractor is required to obtain all necessary Illinois EPA, county, and local permits.
- Burn plans are to be submitted to the Village of Algonquin prior to the execution of the burns.
- An Illinois Certified Prescribed Burn Manager is required to be on site for each burn.
- All crew members must be trained and experienced in wildland firefighting and hold National Wildfire Coordinating Group (NWCG) S130 and S190 certifications.
- Successful completion of the burn will be when a minimum of 70% of the burn unit area has been burned.
- Burns shall be invoiced after successful completion of the prescribed burn.
- See attached Quote form for sites.
- Maps for each individual unit are provided in the attached map packet.

Village of Algonquin Contact:

Please submit all questions in writing to:

Brad Andresen, Village of Algonquin Ecologist

Mobile: (515) 460-7269

E-mail: bradleyandresen@algonquin.org

2025 Burns (East Zone)

#	Site Name	Acreage	LS Price
1	Algonquin Public Works Facility	2.3	
2	Algonquin Waste Water Treatment Plant	3.7	
3	Blue Ridge Detention	3.4	
4	Countryside Detention	0.9	
5	Highland Ave Detentions	1.7	
6	Holder Park Detention	1.4	
7	Lake Drive South Preserve	3.6	
8	Pioneer Rd Bluffs	3.4	
9	Souwanas Creek Riparian Corridor	5	
10	Spella Wetland	88	
11	Western Bypass Prairie	7.4	
12	Yellowstone Detention and Woodland	6.8	
Totals			
12	Total 2025 Burn Cost	127.6	\$0.00

2026 Burns (West Zone)

#	Site Name	Acreage	LS Price
1	Algonquin Commons	1.7	
2	Grand Reserve Detention	13.8	
3	Grand Reserve Prairie	4.6	
4	Spectrum Native Corridor	5.1	
5	Spella Park Pollinator Sled Hill (fall 2026 burn)	8	
6	Spella Wetland	88	
7	Trails of Woods Creek	33.5	
8	Water Treatment Plant 3 Rain Garden	0.1	
9	Winding Creek Corridor	4.4	
10	Wood Park Detention	2.5	
11	Woods Creek Riparian Corridor - Brookside Ave	2.1	
12	Woods Creek Riparian Corridor - Bunker Hill NW	5.6	
13	Woods Creek Riparian Corridor - Spella Bridge to Wood Creek Ln	16.2	
Totals			
13	Total 2026 Burn Cost	185.6	\$0.00

2027 Burns (Central Zone)


#	Site Name	Acreage	LS Price
1	Arquilla Detention	1.3	
2	Dixie Creek Riparian Corridor: Sleepy Hollow to Wynnfield Dr	19	
3	Falcon Ridge Nature Preserve	6	
4	Gaslight Park Bird and Butterfly Sanctuary	2	
5	Hill Climb Park Woodland	4.1	

6	Lake Drive South Preserve	3.6	
7	Lawndale Park Nature Preserve North	2.3	
8	Legion Drive Prairie	0.3	
9	Light of Christ Church Detention	2.6	
10	Ratt Creek Reach 5	13.7	
11	Ratt Creek Tributary	1.9	
12	Stoneybrook Park	0.4	
13	Surrey Ln Preserve	5.9	
14	Towne Park Prairie	4	
15	Wynnfield Detention	3.6	
Totals			
15	Total 2027 Burn Cost	70.7	\$0.00
40	3-Year Contract Total	383.9	\$0.00

PUBLIC WORKS FACILITY PRAIRIE

2.25 Acres To Burn

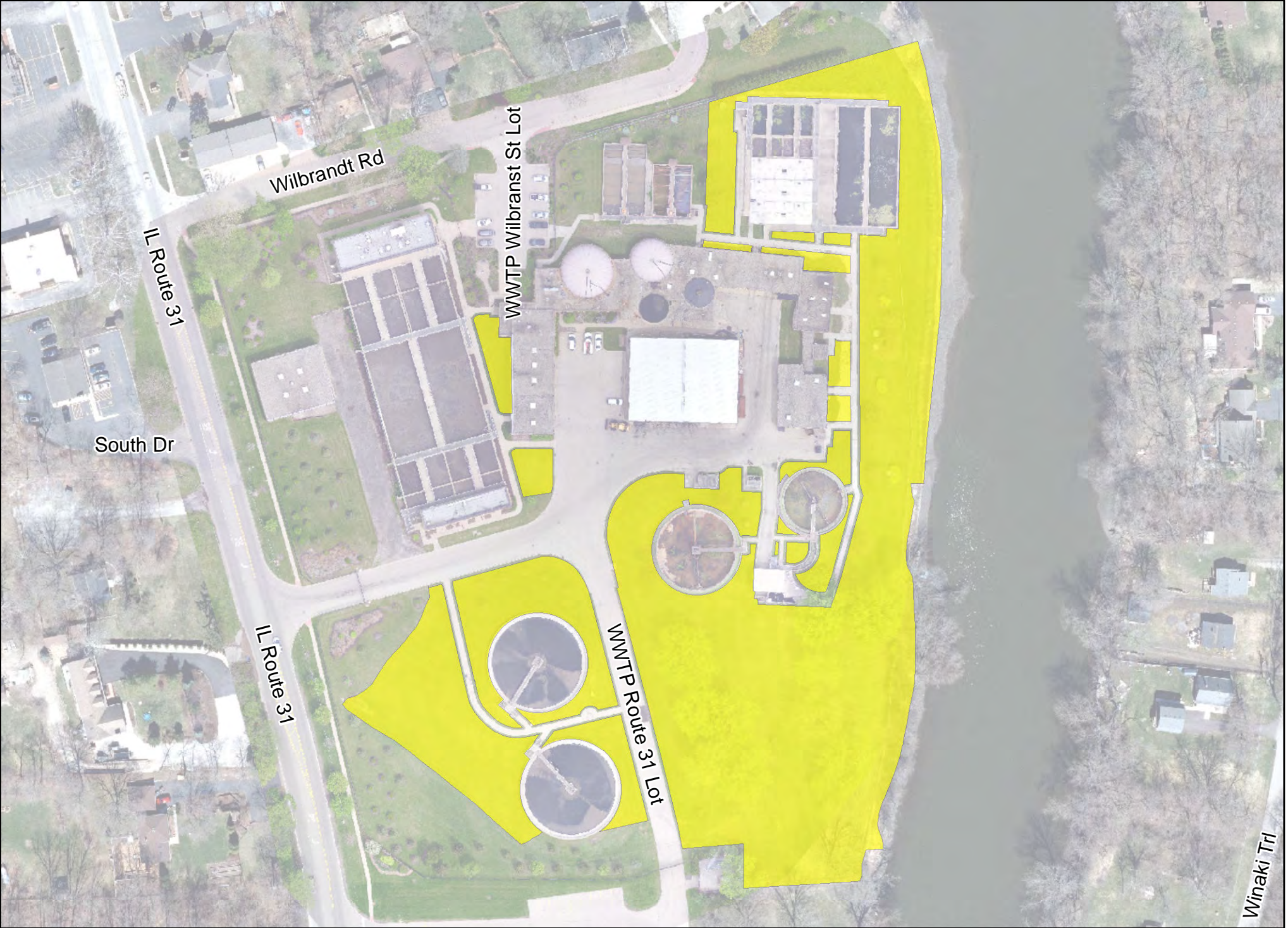
 Natural Area

 Prescribed Burn Areas



WWTP NATURALIZATION

3.65 Acres



IL Route 31

South Dr

Wilbrandt Rd

WWTP Wilbrandt St Lot

IL Route 31

WWTP Route 31 Lot

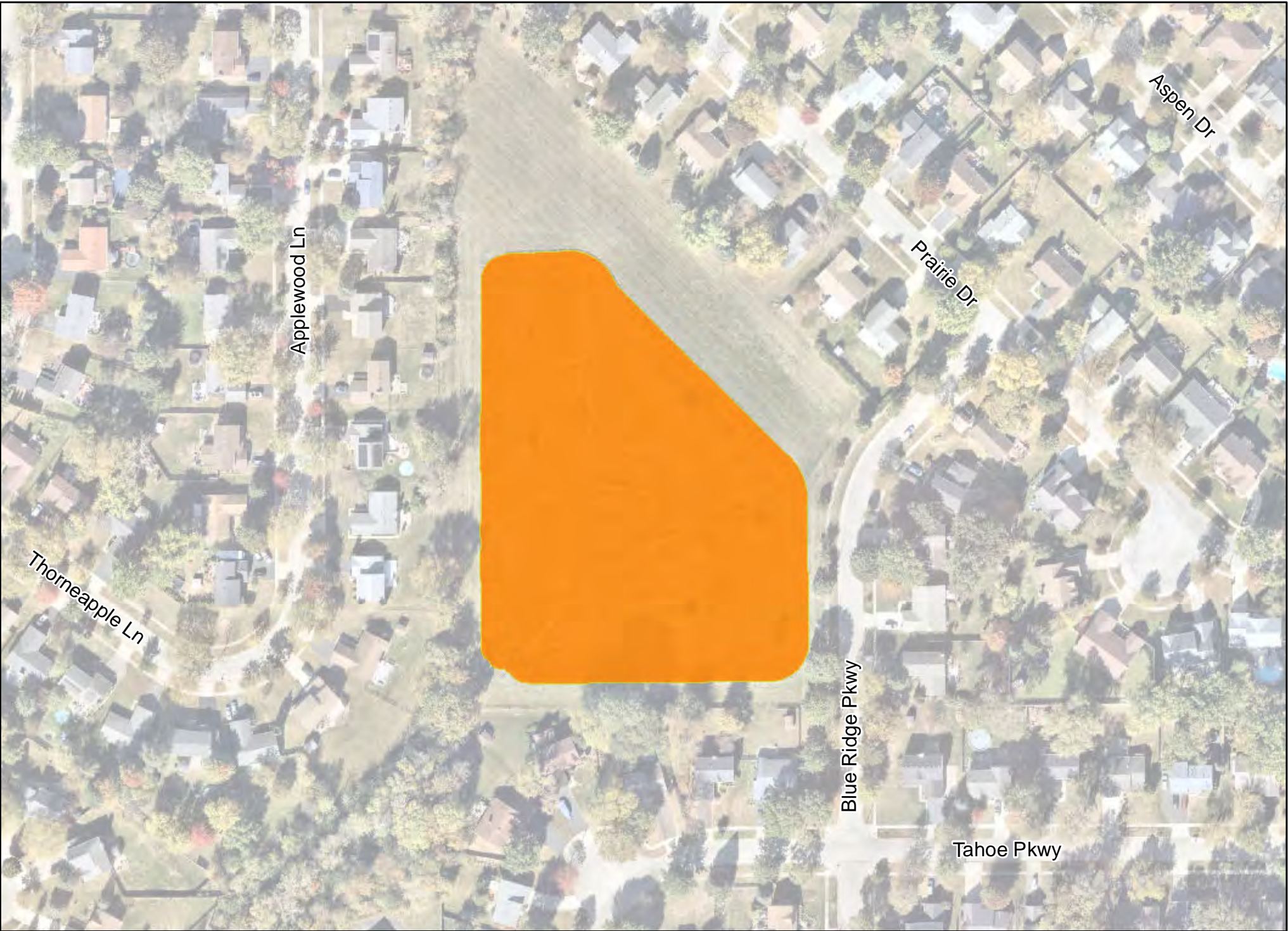
Winaki Trl

BLUE RIDGE DETENTION

3.4 Acres To Burn

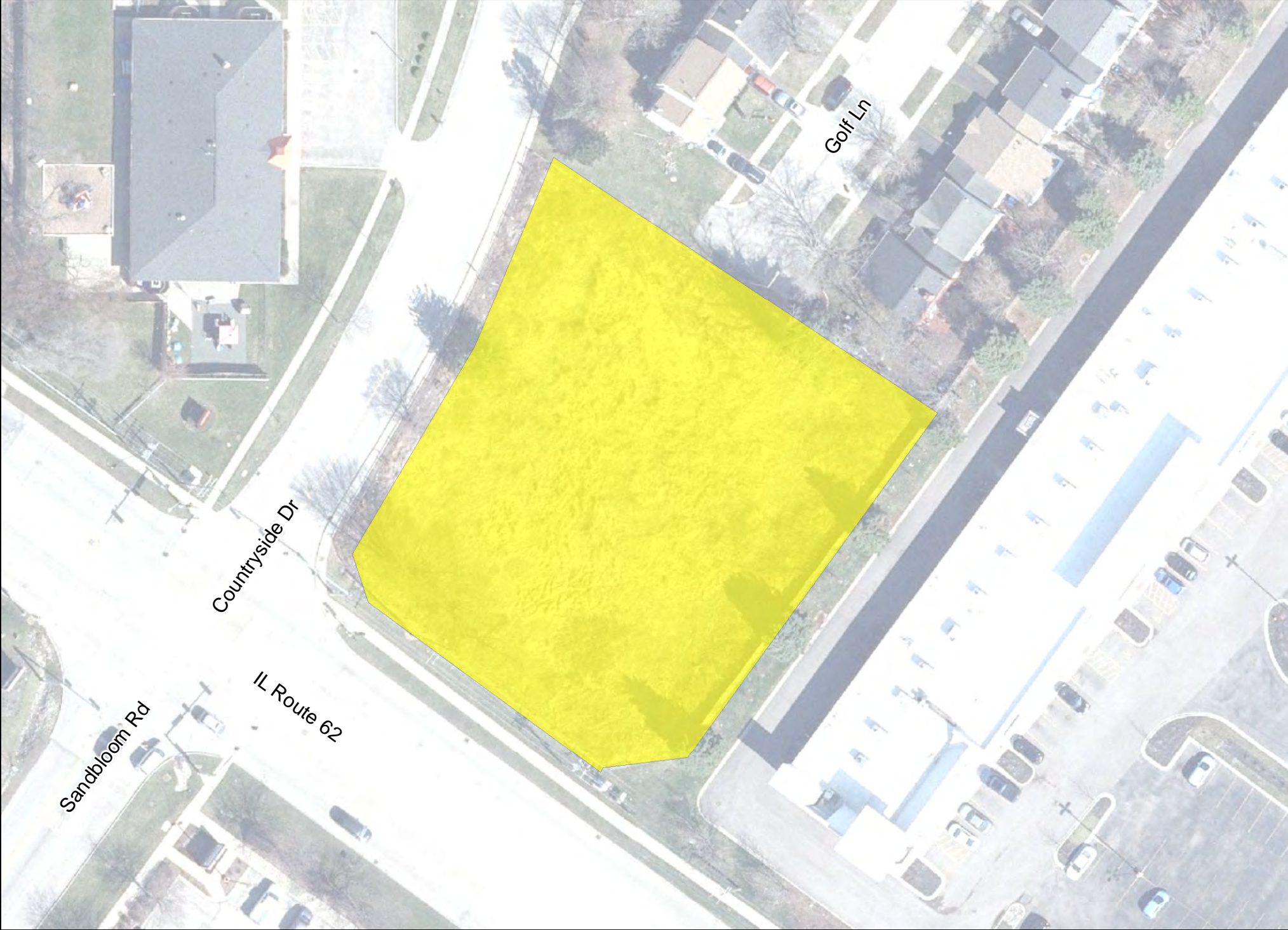
 Natural Area

 Prescribed Burn Areas



COUNTRYSIDE DETENTION

0.86 Acres



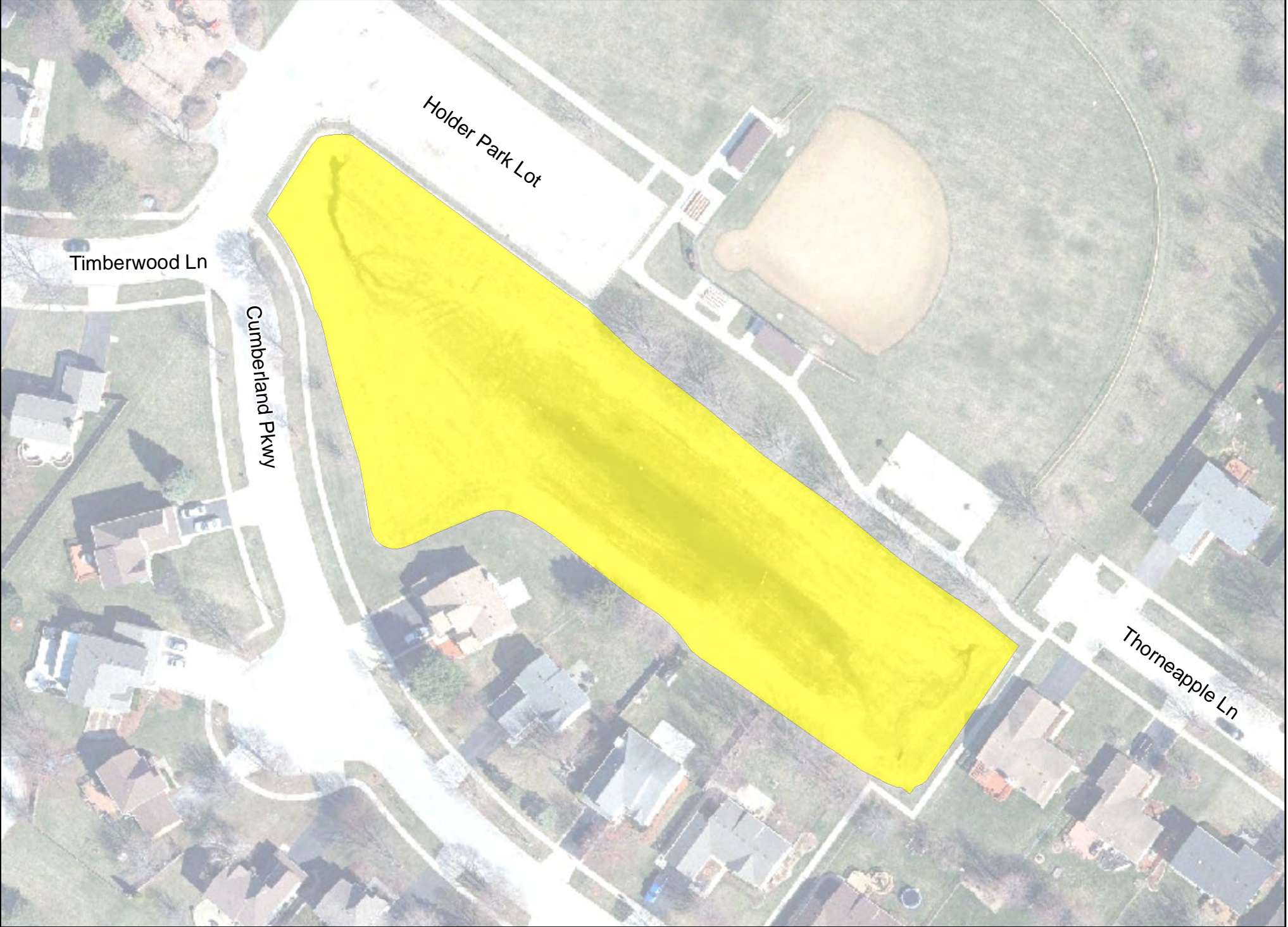
HIGHLAND AVENUE DETENTIONS

1.7 Acres



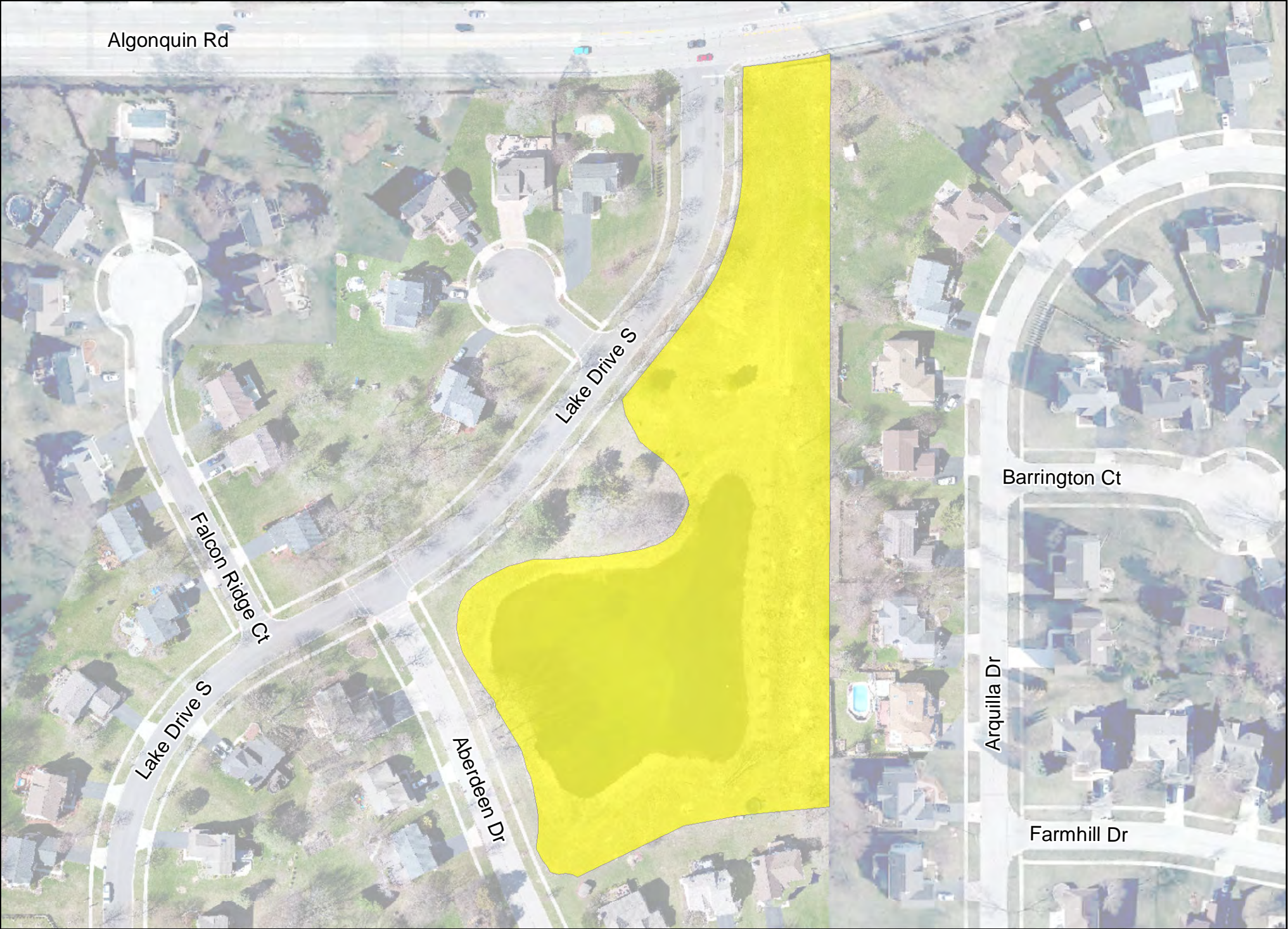
HOLDER PARK DETENTION

1.43 Acres



LAKE DRIVE SOUTH DETENTION

3.6 Acres



Algonquin Rd

Lake Drive S

Falcon Ridge Ct

Lake Drive S

Aberdeen Dr

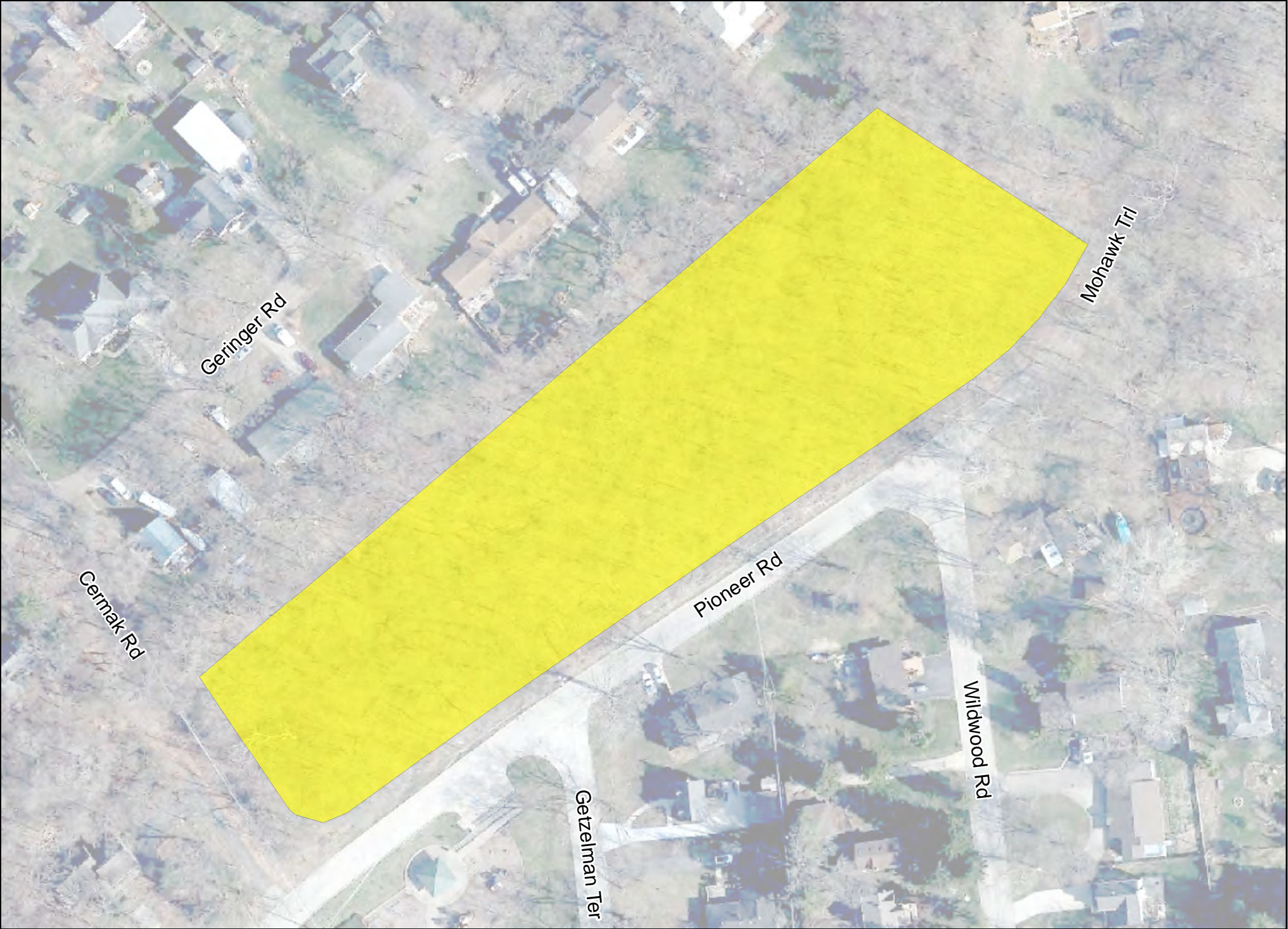
Barrington Ct

Arquilla Dr

Farmhill Dr

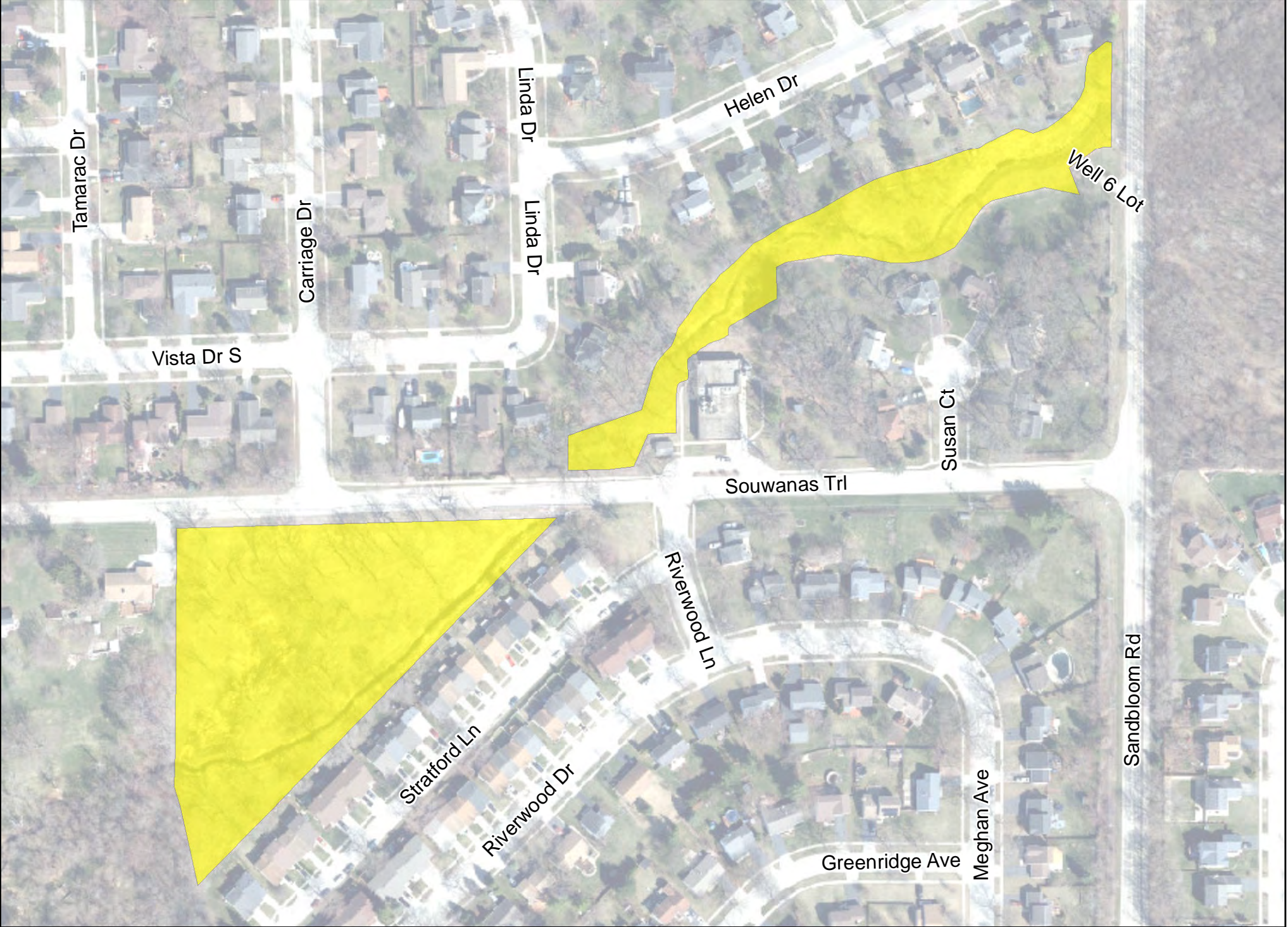
PIONEER RD BLUFFS

3.37 Acres



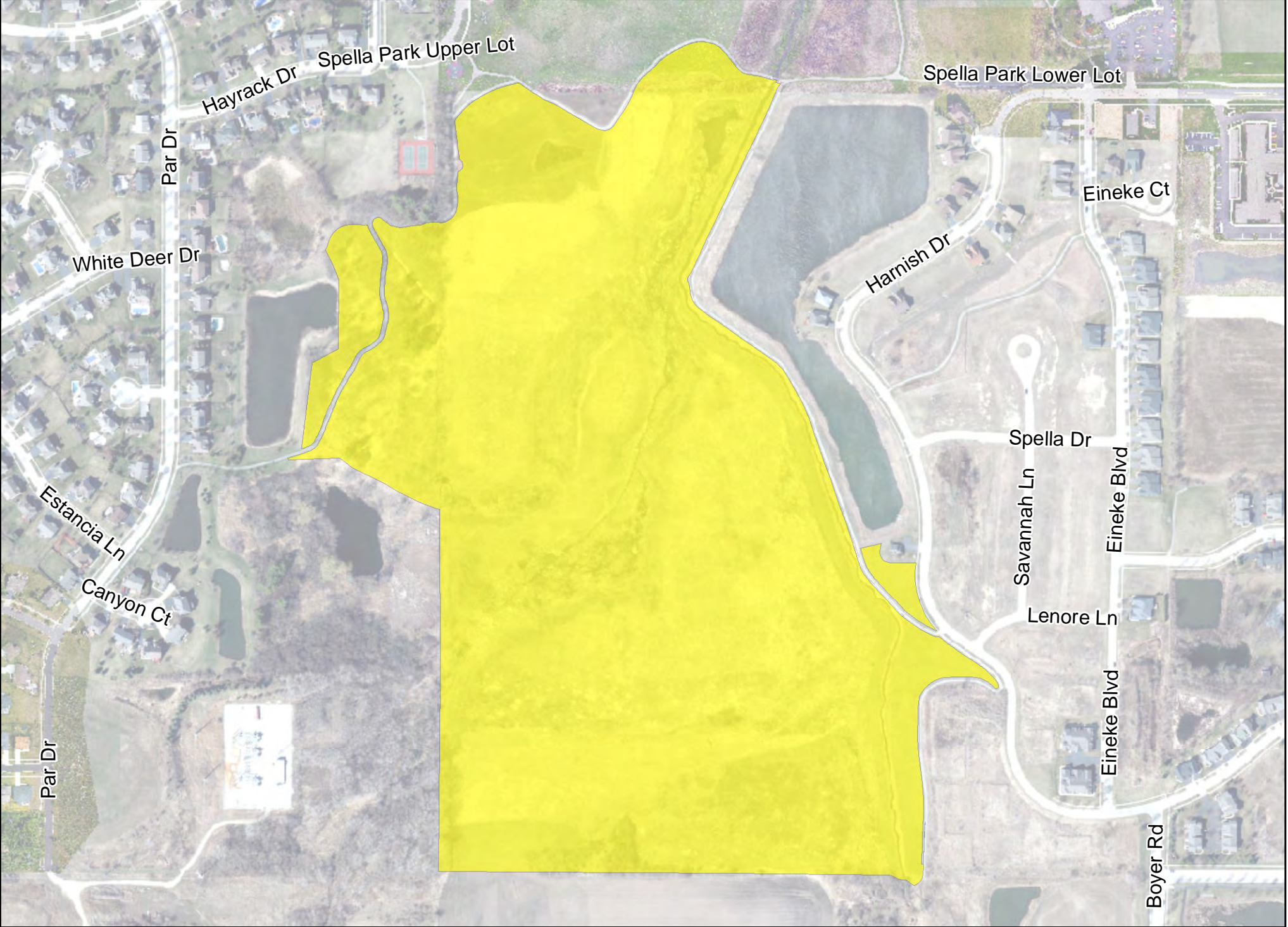
SOUWANAS CREEK RIPARIAN CORRIDOR

5 Acres



SPELLA WETLAND

87.99 Acres



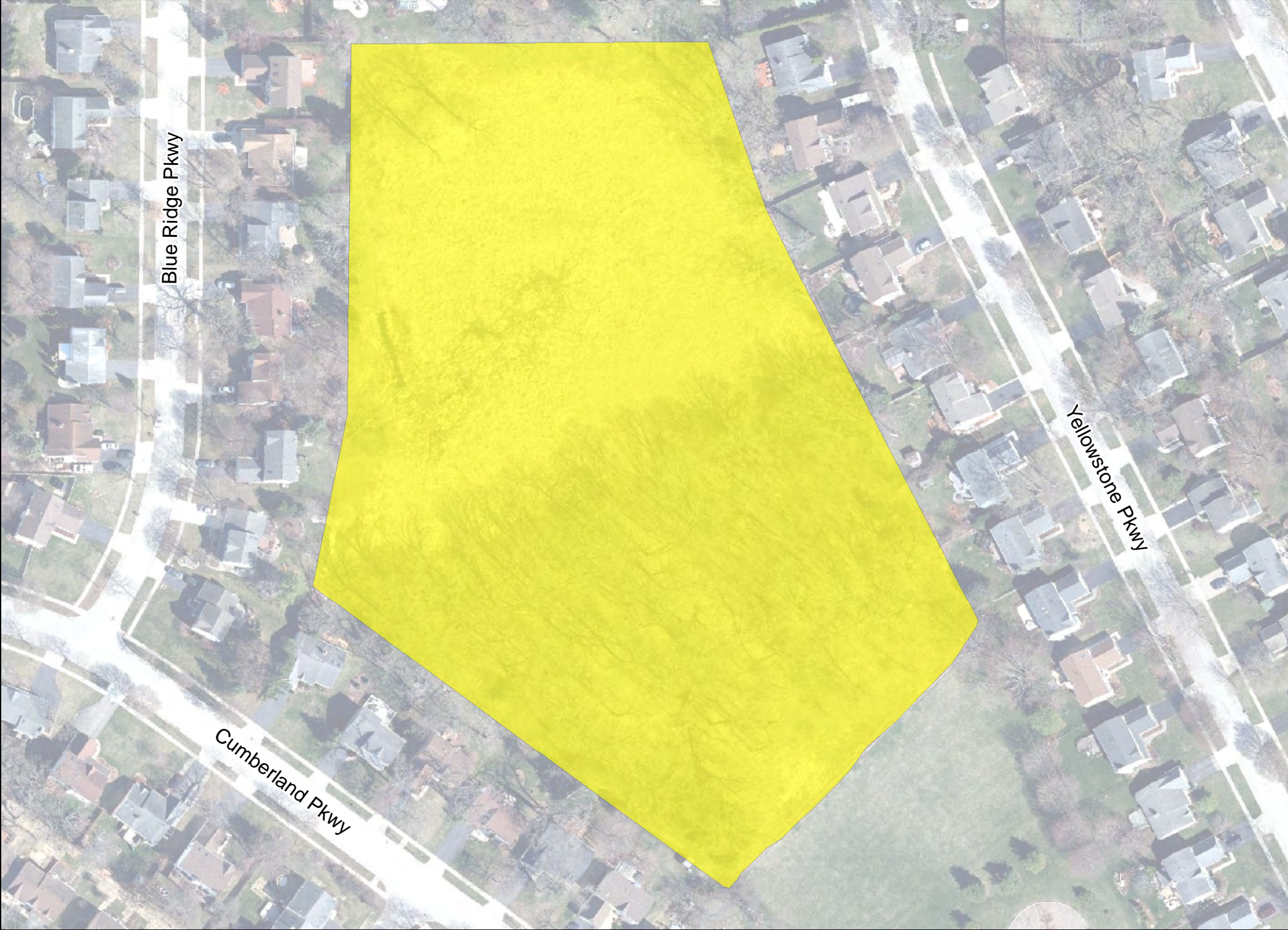
WESTERN BYPASS PRAIRIE

7.44 Acres



YELLOWSTONE DETENTION & WOODLAND

6.84 Acres



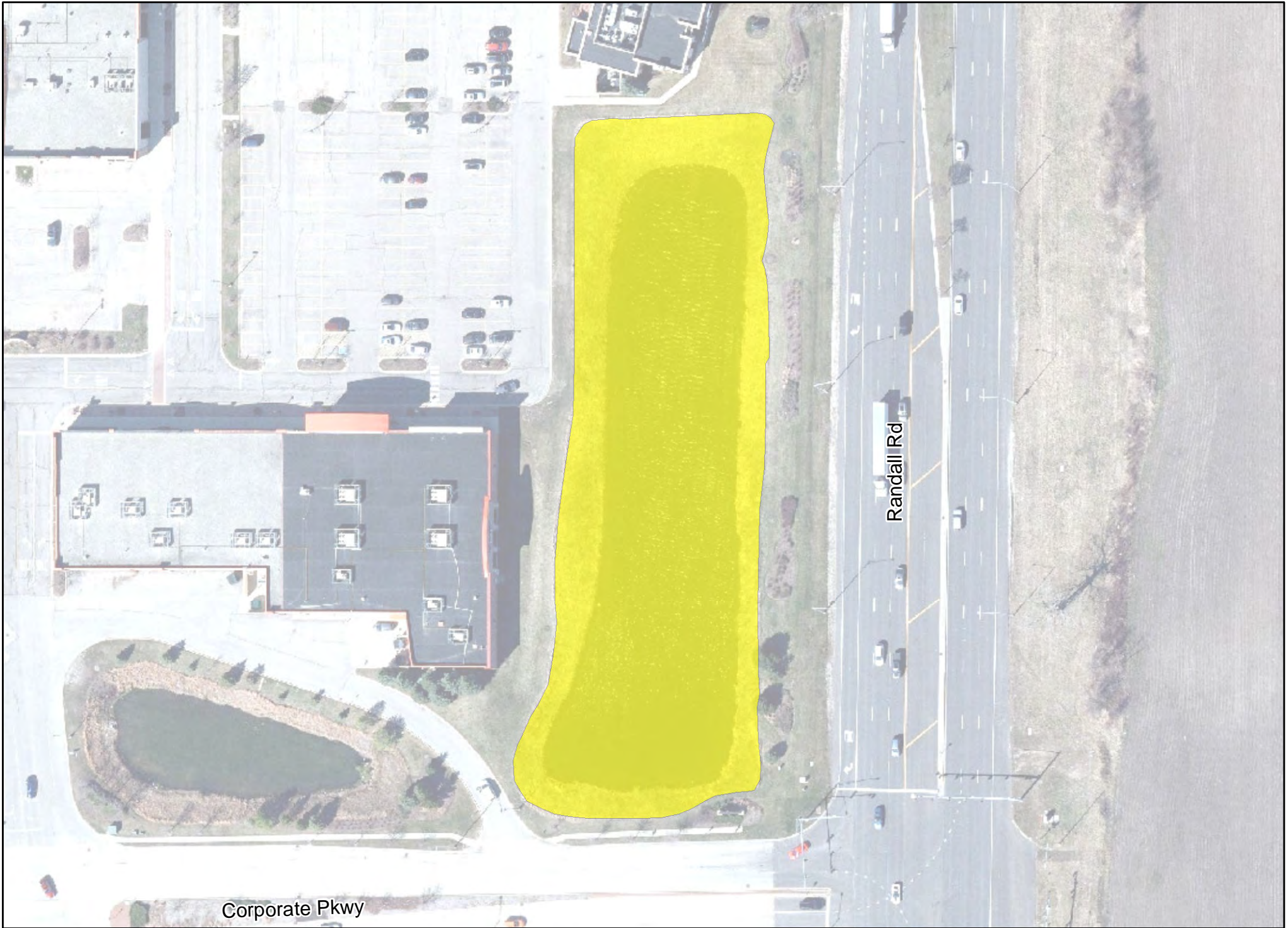
Blue Ridge Pkwy

Yellowstone Pkwy

Cumberland Pkwy

ALGONQUIN COMMONS DETENTION

1.74 Acres

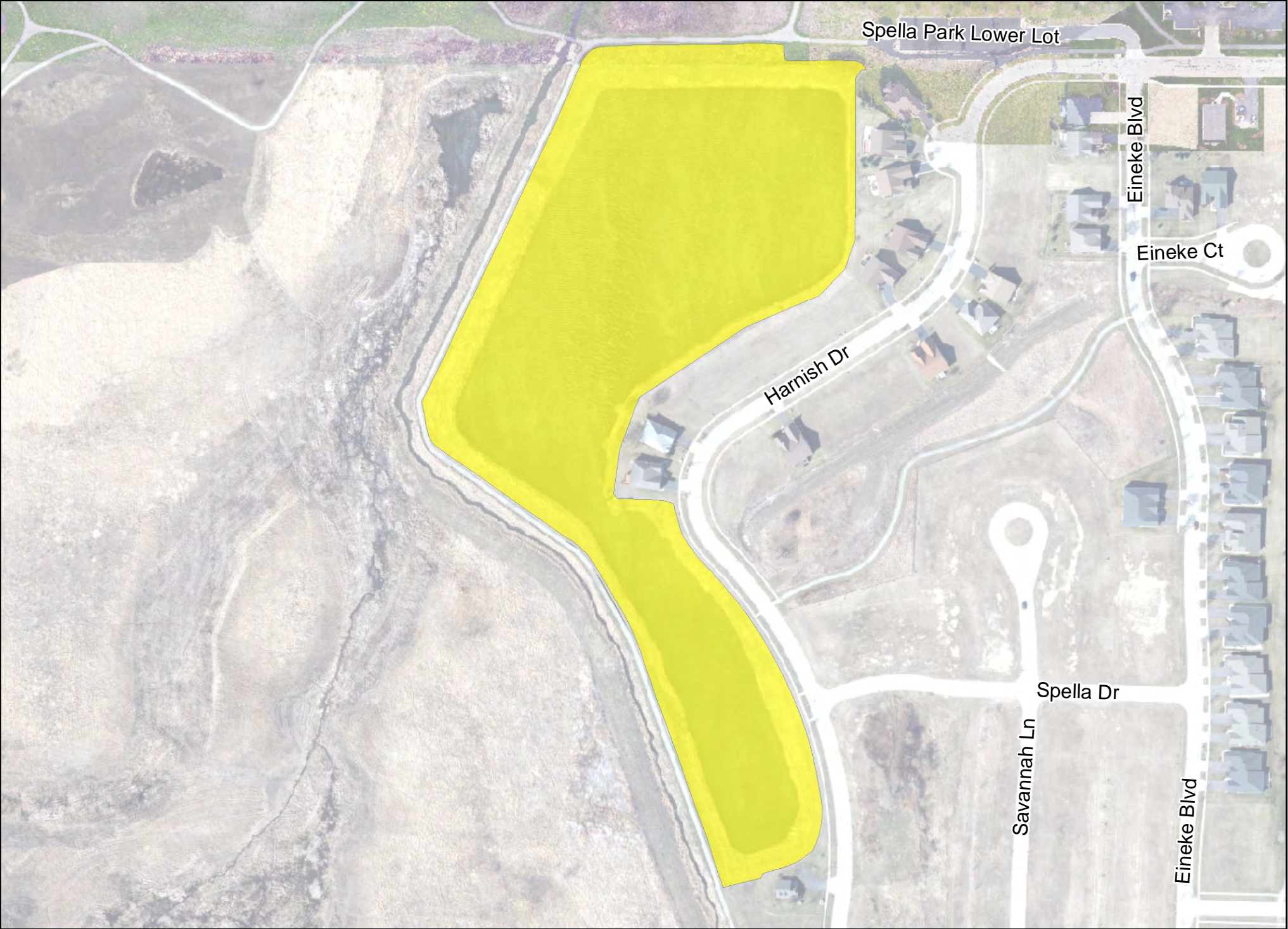


Corporate Pkwy

Randall Rd

GRAND RESERVE DETENTION

13.78 Acres



Spella Park Lower Lot

Eineke Blvd

Eineke Ct

Hamish Dr

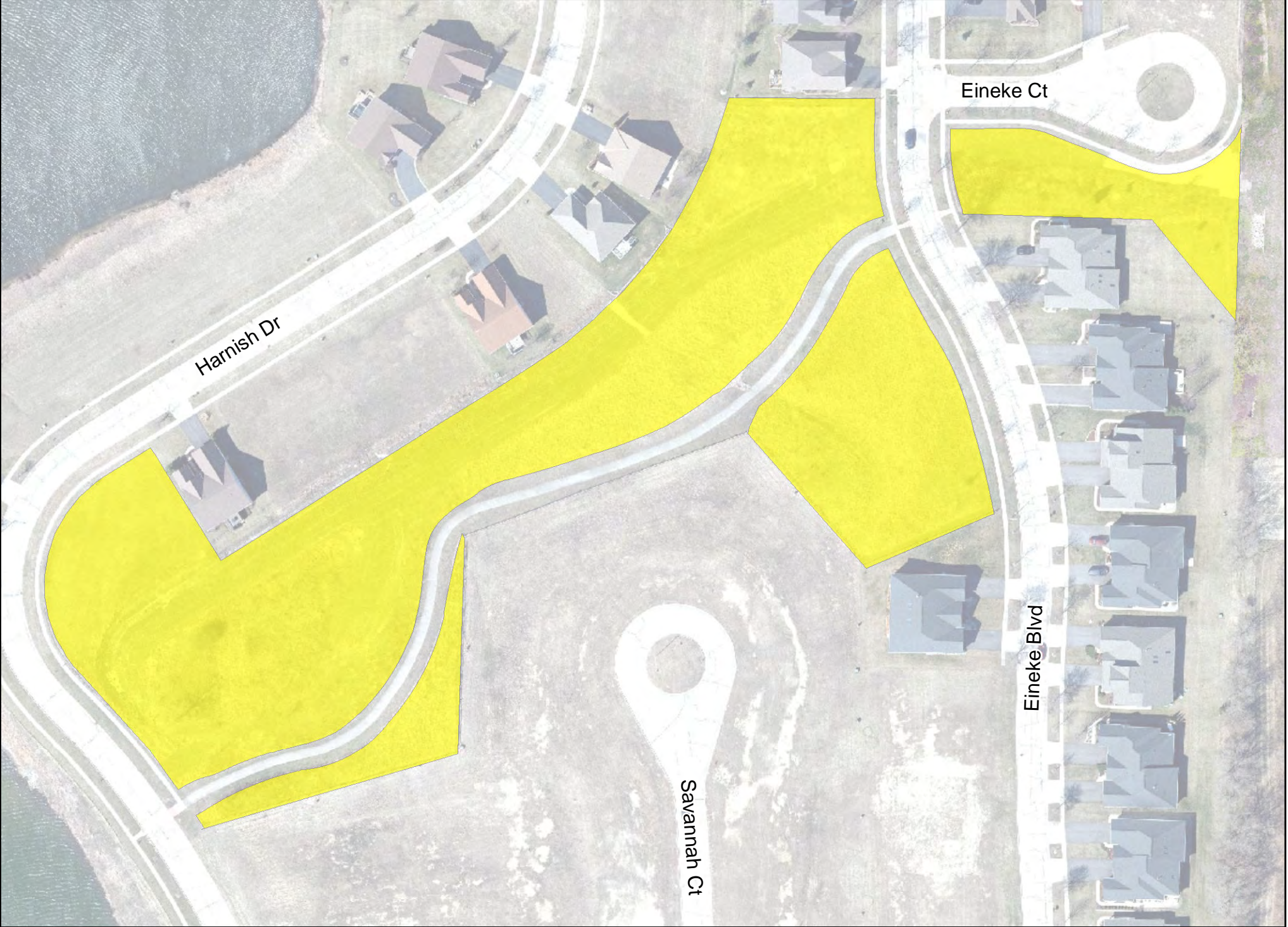
Spella Dr

Savannah Ln

Eineke Blvd

GRAND RESERVE PRAIRIE

4.57 Acres



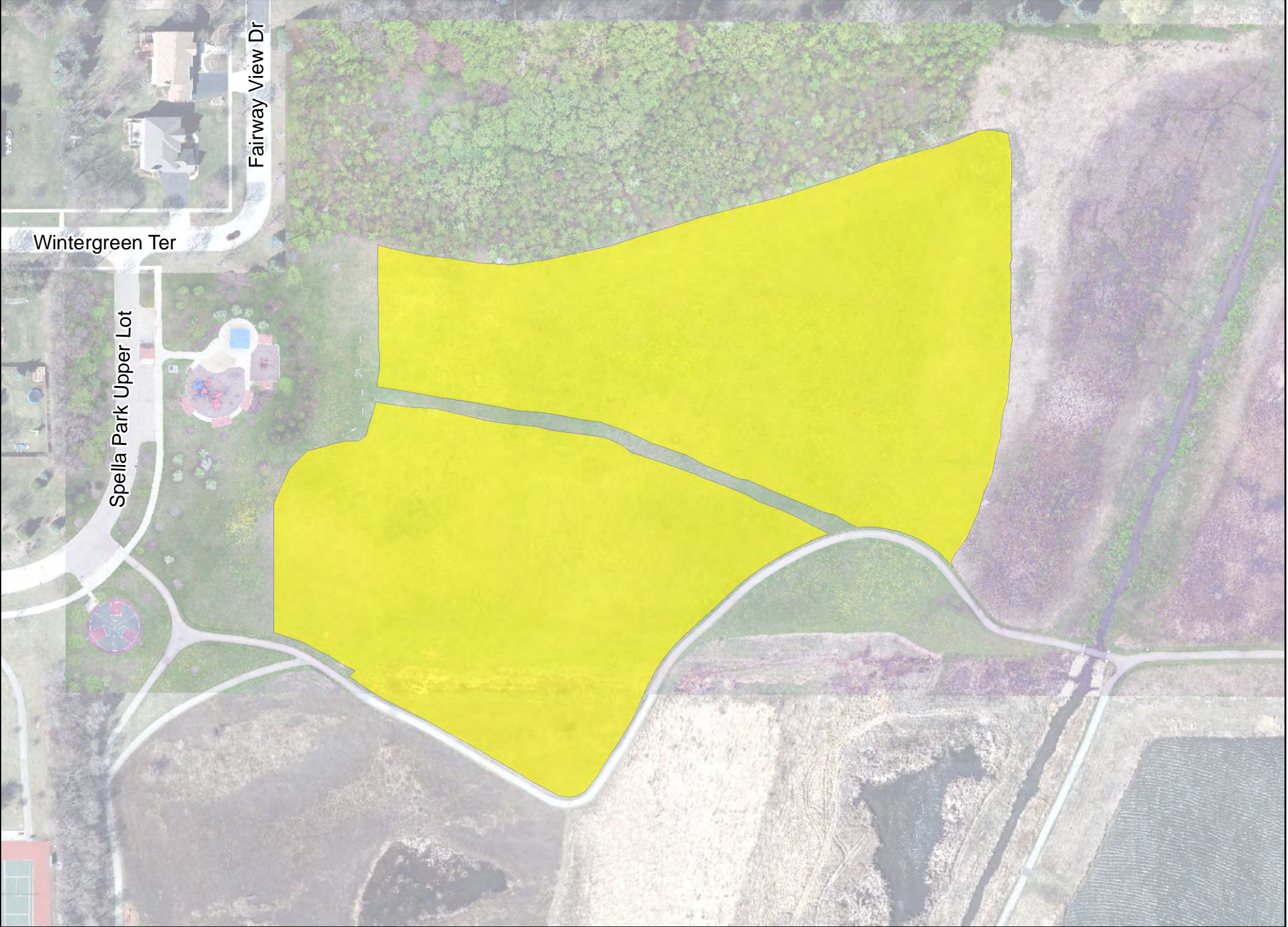
SPECTRUM NATIVE CORRIDOR

5.1 Acres



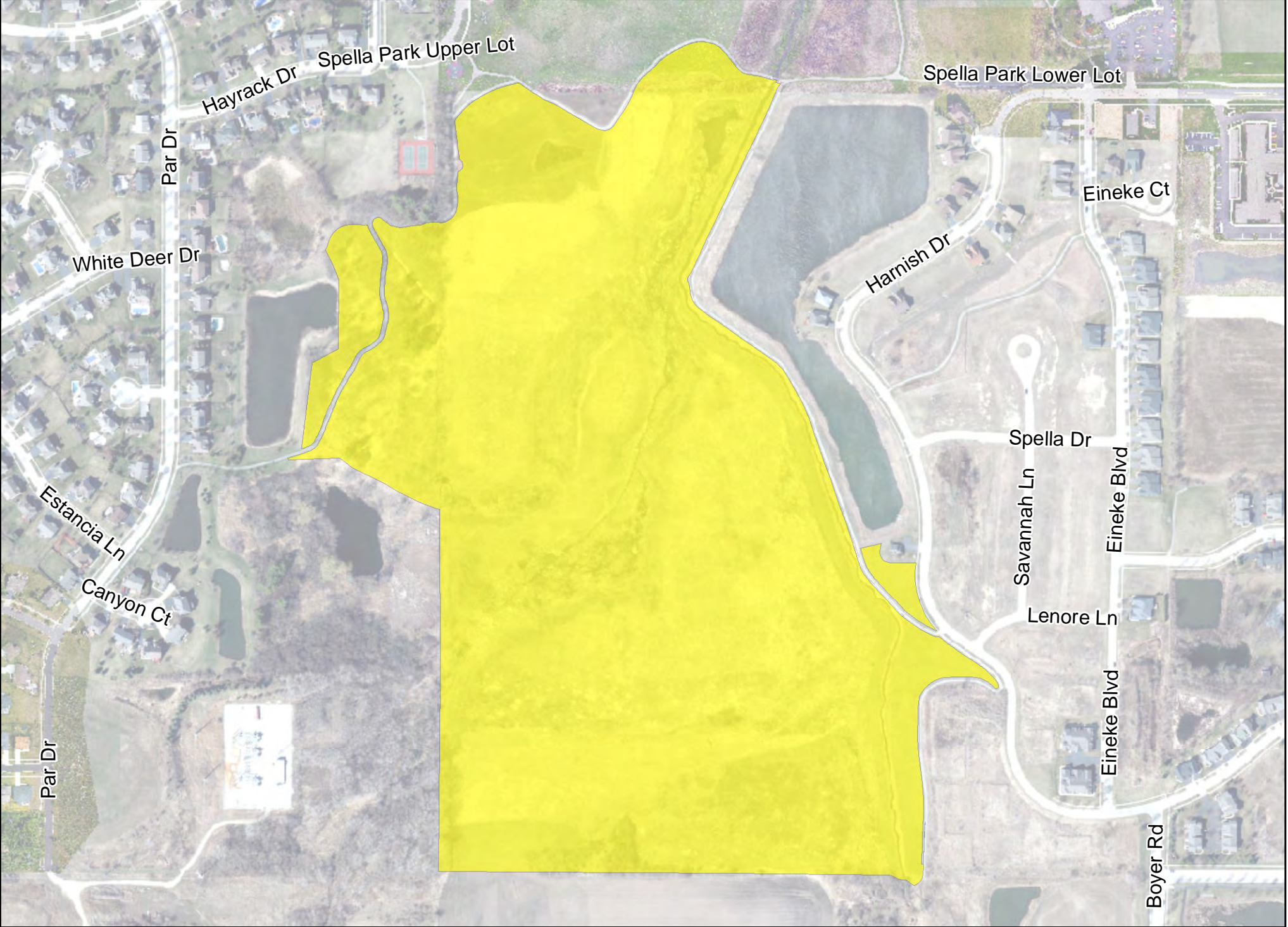
SPELLA PARK POLLINATOR SLED HILL

8.01 Acres



SPELLA WETLAND

87.99 Acres



TRAILS OF WOODS CREEK NATURAL AREA

33.45 Acres



Fairway View Dr

Fairway View Dr

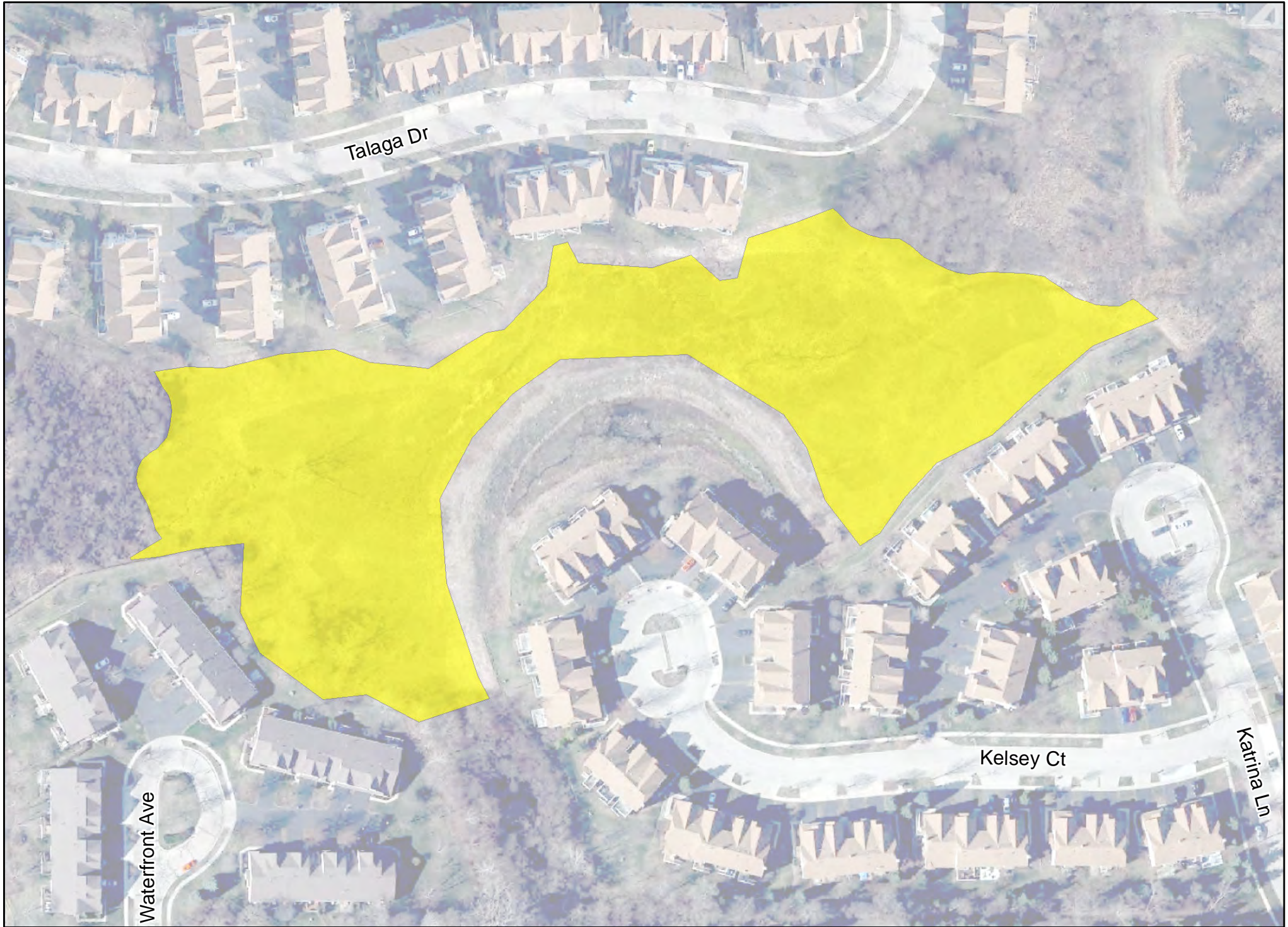
WTP3 RAIN GARDEN

0.04 Acres



WINDING CREEK RIPARIAN CORRIDOR-TALAGA DR

4.38 Acres



Talaga Dr

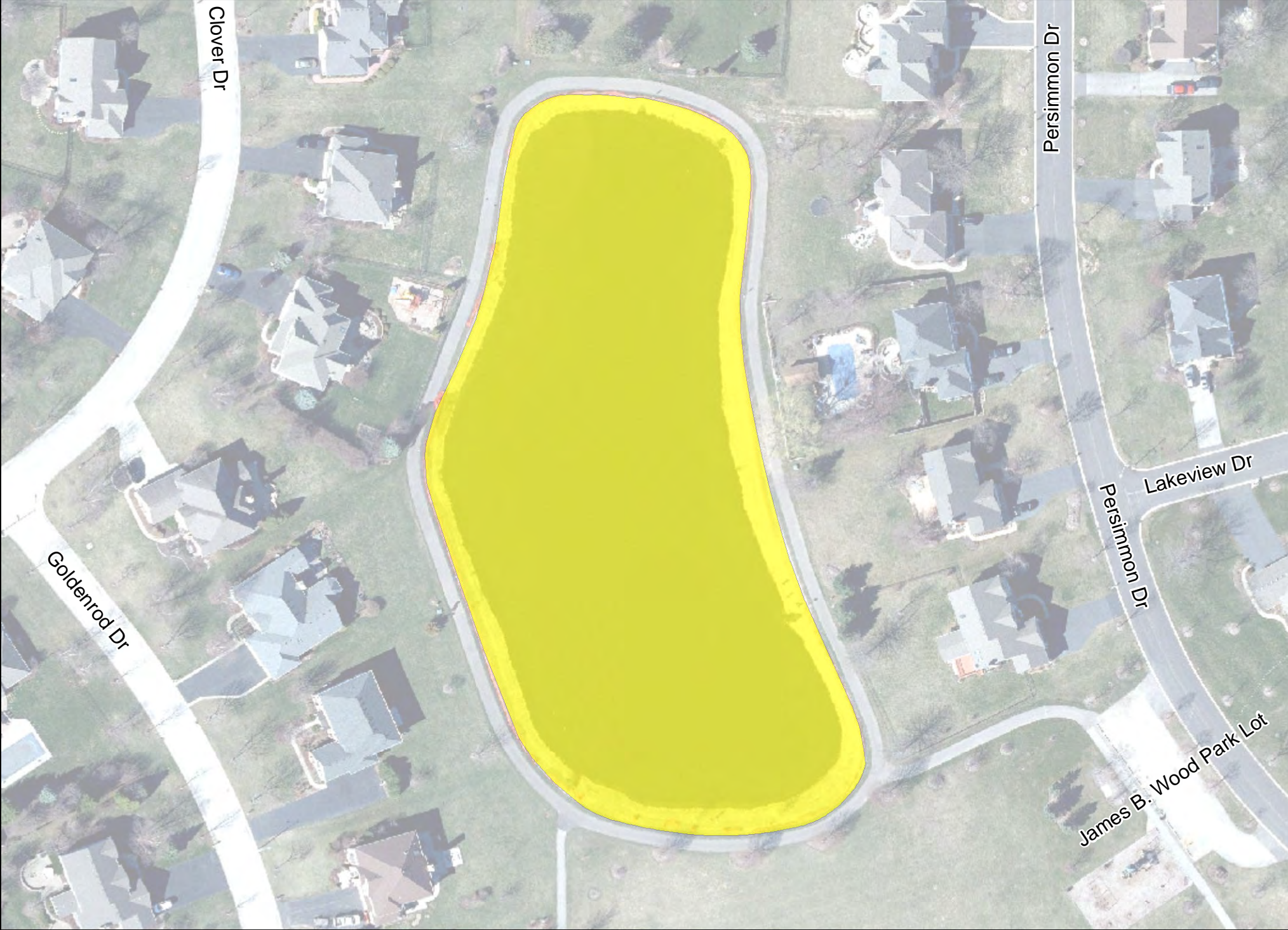
Kelsey Ct

Waterfront Ave

Katina Ln

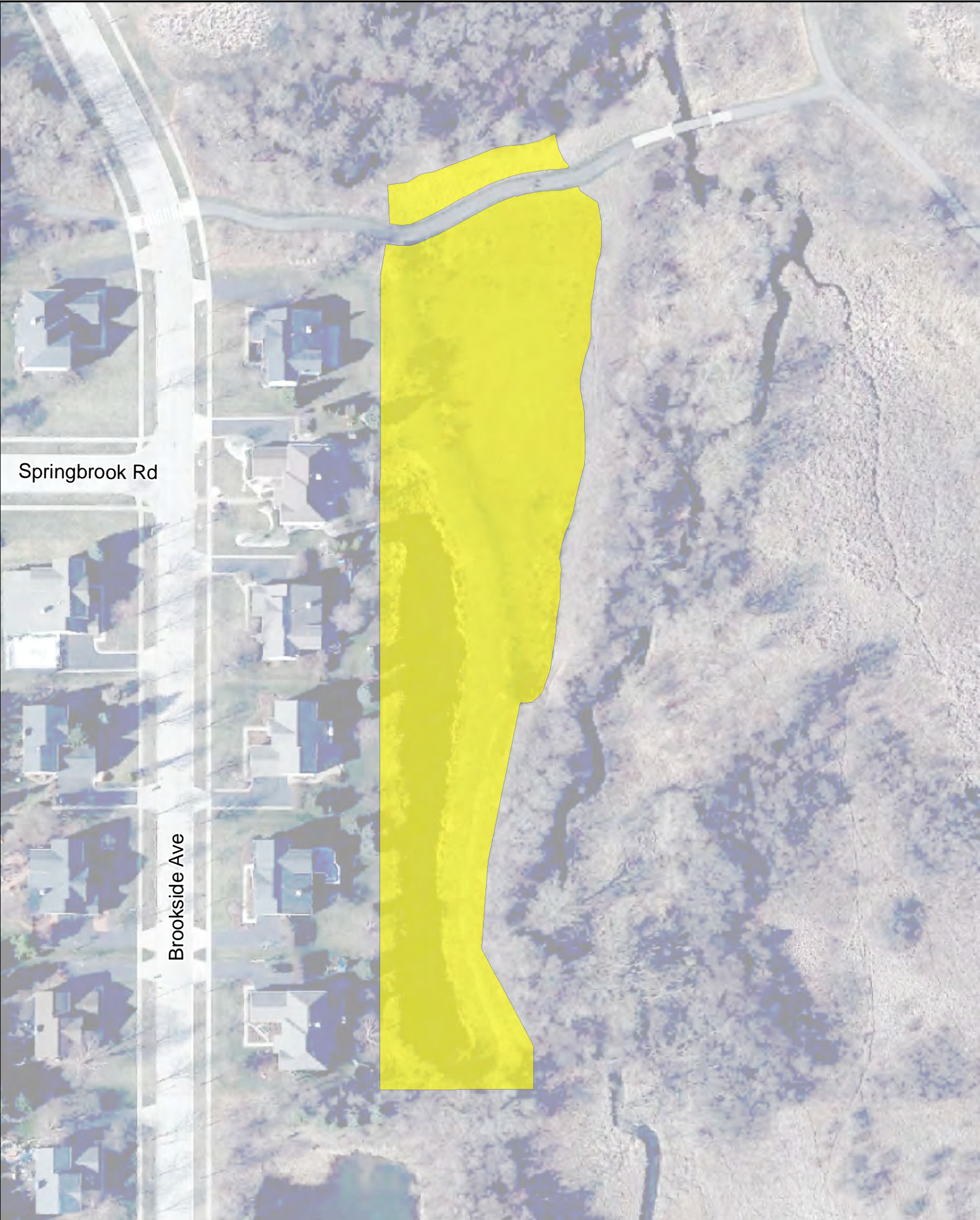
WOOD PARK DETENTION

2.52 Acres



WOODS CREEK RIPARIAN CORRIOR-BROOKSIDE AVE

2.14 Acres

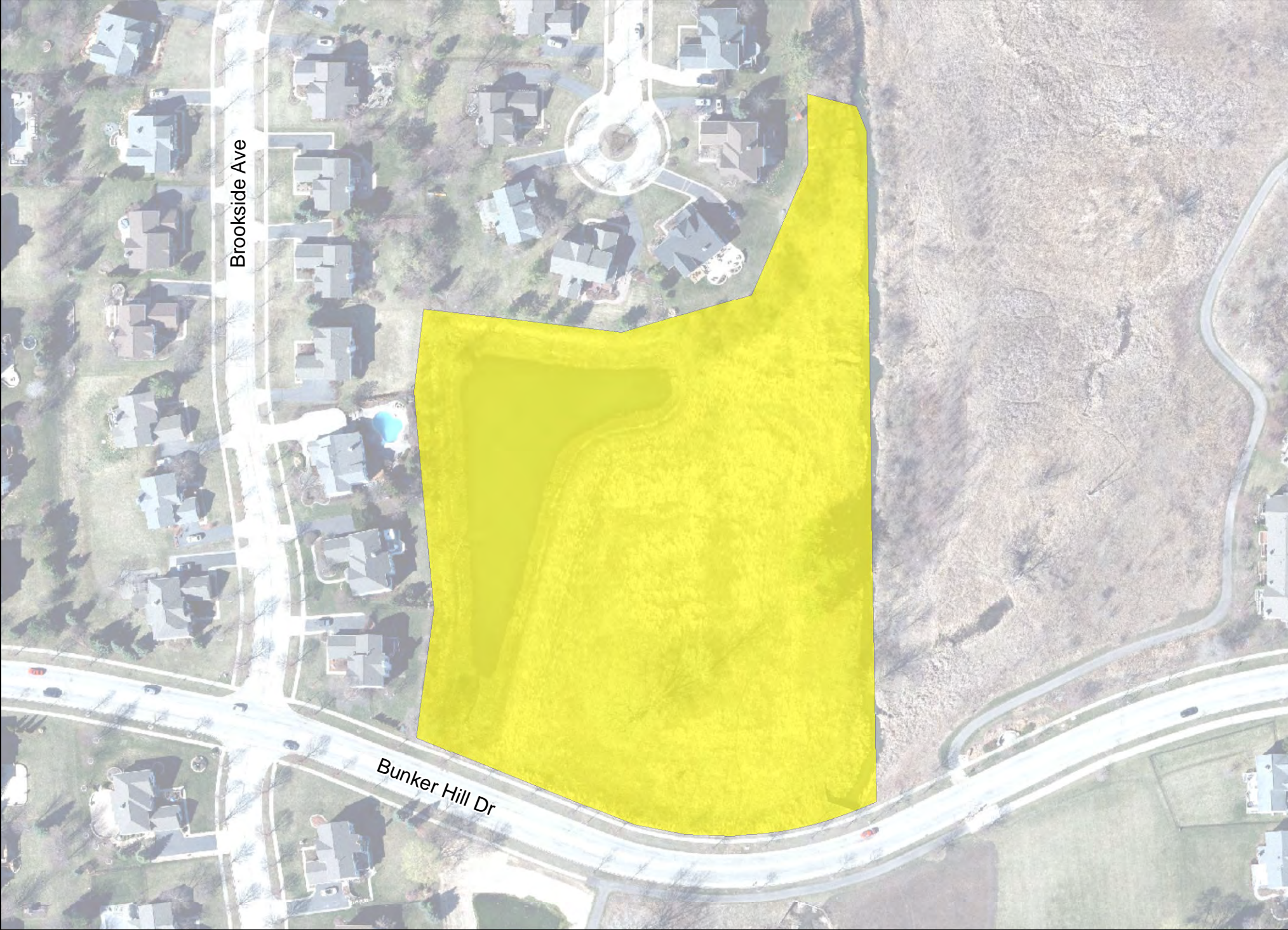


Springbrook Rd

Brookside Ave

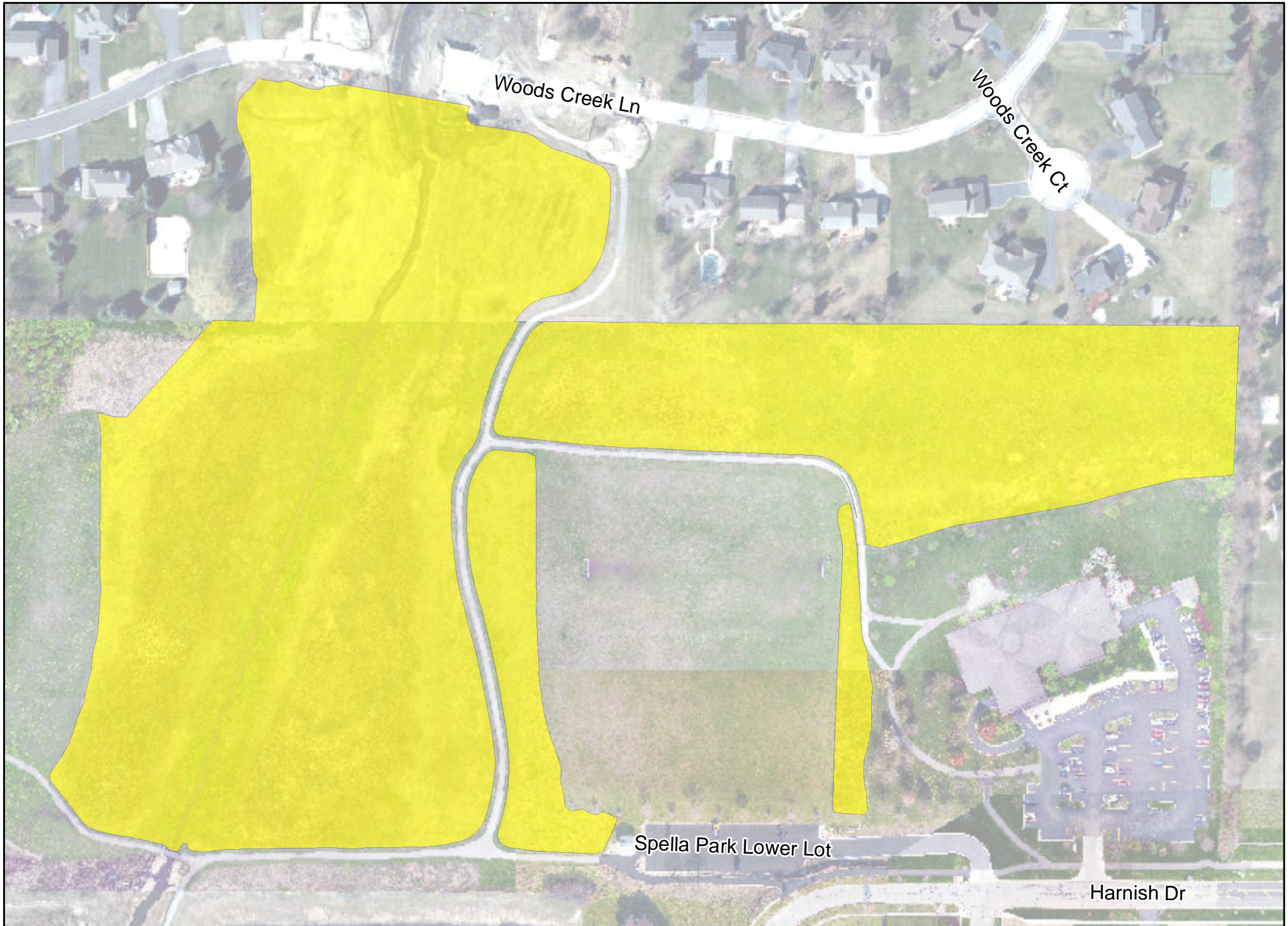
WOODS CREEK RIPARIAN CORRIDOR-BUNKER HILL NW

5.58 Acres



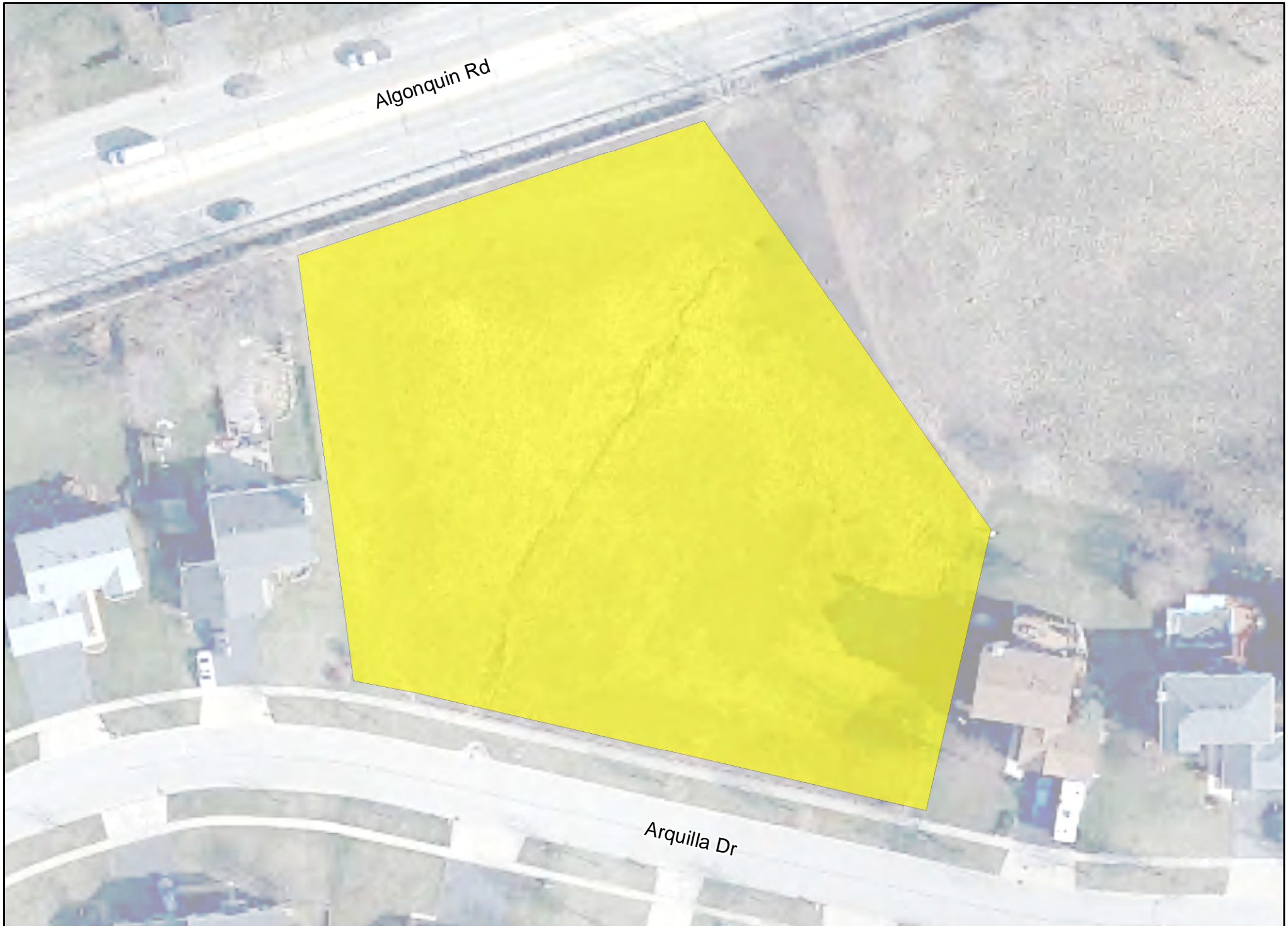
WOODS CREEK RIPARIAN CORRIDOR- SPL BRD TO WDCRKR LN

16.22 Acres



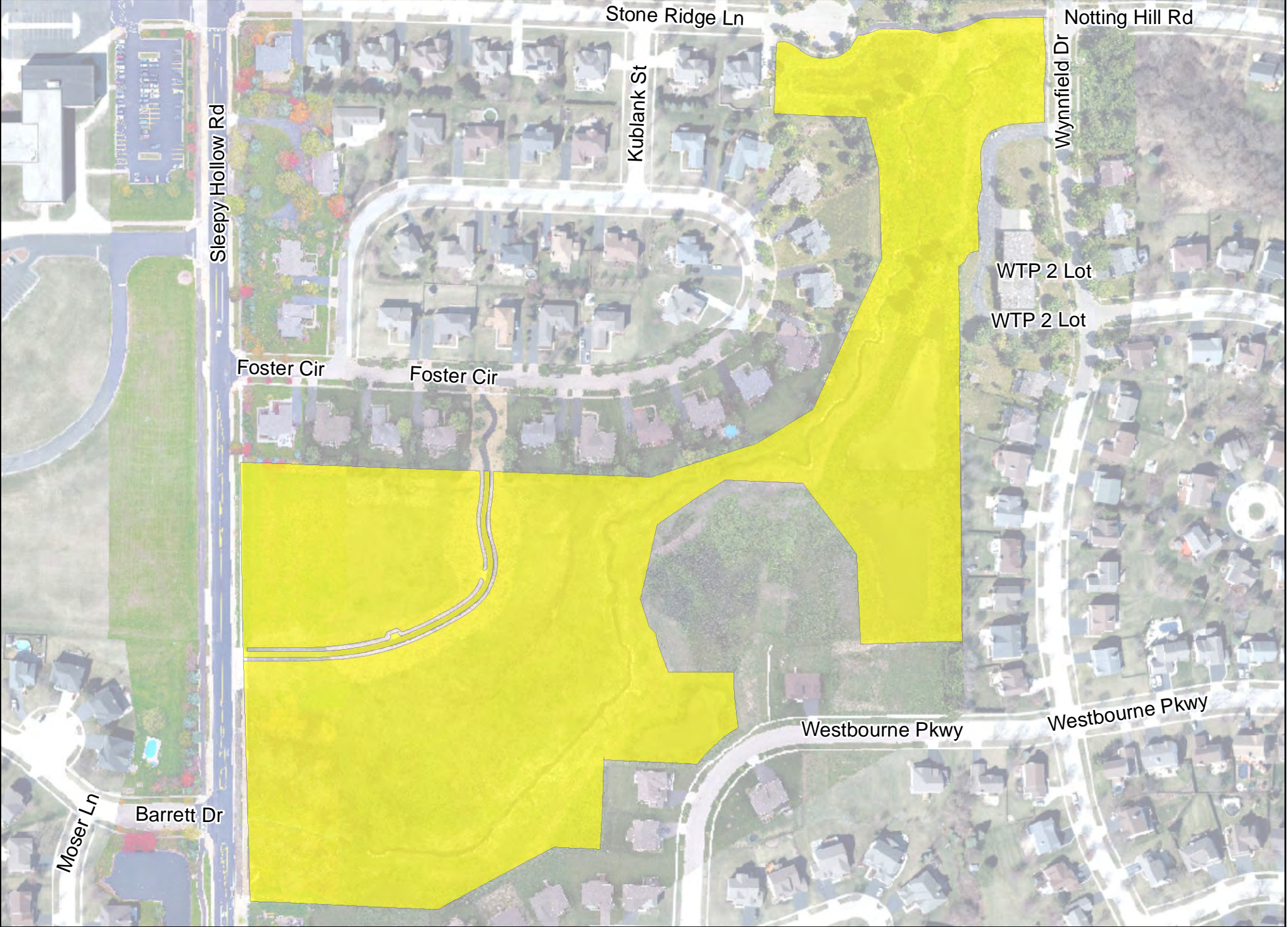
ARQUILLA DETENTION

1.31 Acres



DIXIE CREEK RIPARIAN CORRIDOR-SLEEPY HOLLOW TO WYN

19.04 Acres

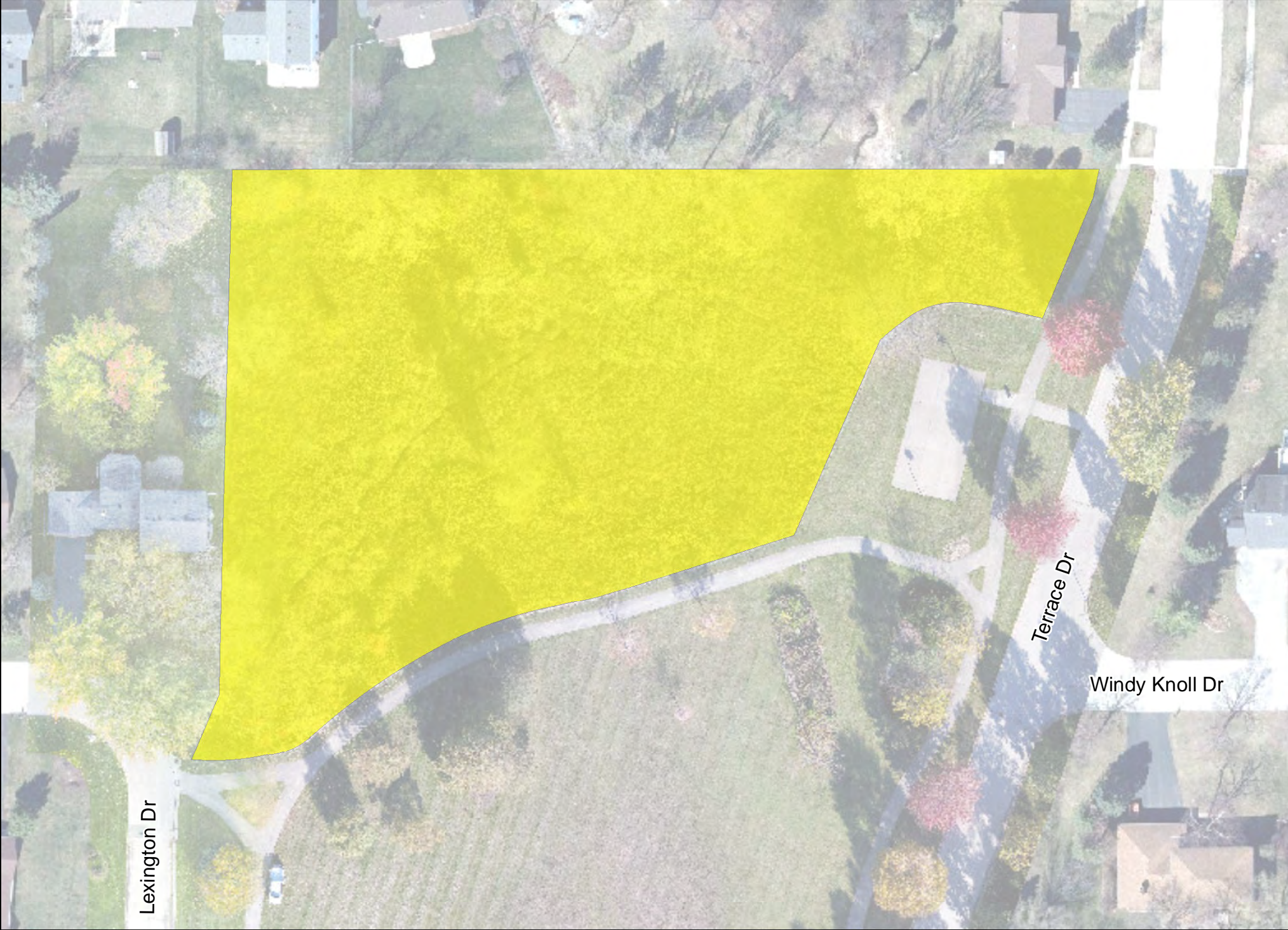


FALCON RIDGE NATURE PRESERVE - 6.0 Acres



GASLIGHT PARK BIRD & BUTTERFLY SANCTUARY

1.99 Acres



Lexington Dr

Terrace Dr

Windy Knoll Dr

HILL CLIMB PARK WOODLAND

4.08 Acres



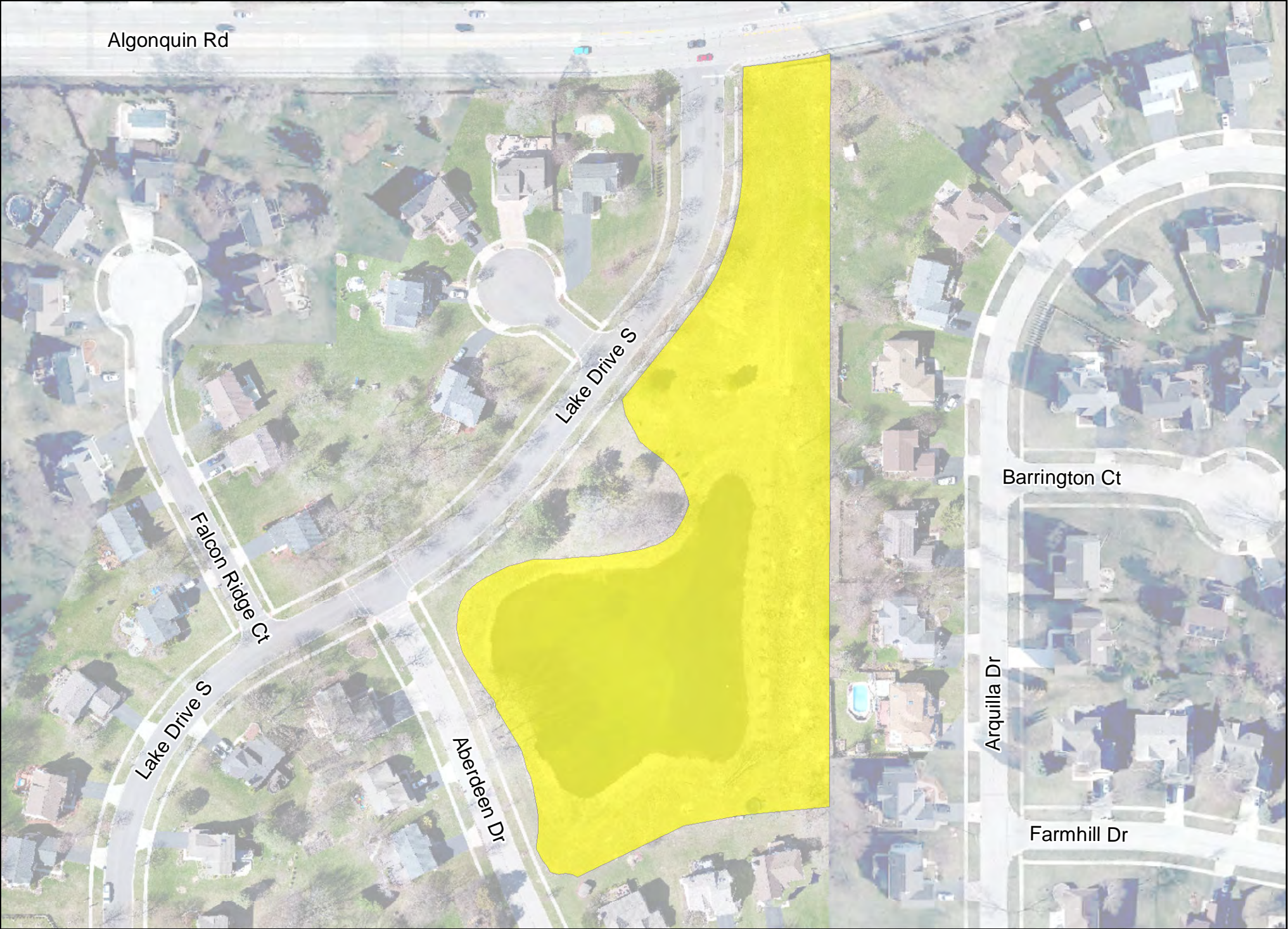
Circle Dr
Hill Climb Park North Lot

Huntington Dr

IL Route 31

LAKE DRIVE SOUTH DETENTION

3.6 Acres



Algonquin Rd

Lake Drive S

Falcon Ridge Ct

Lake Drive S

Aberdeen Dr

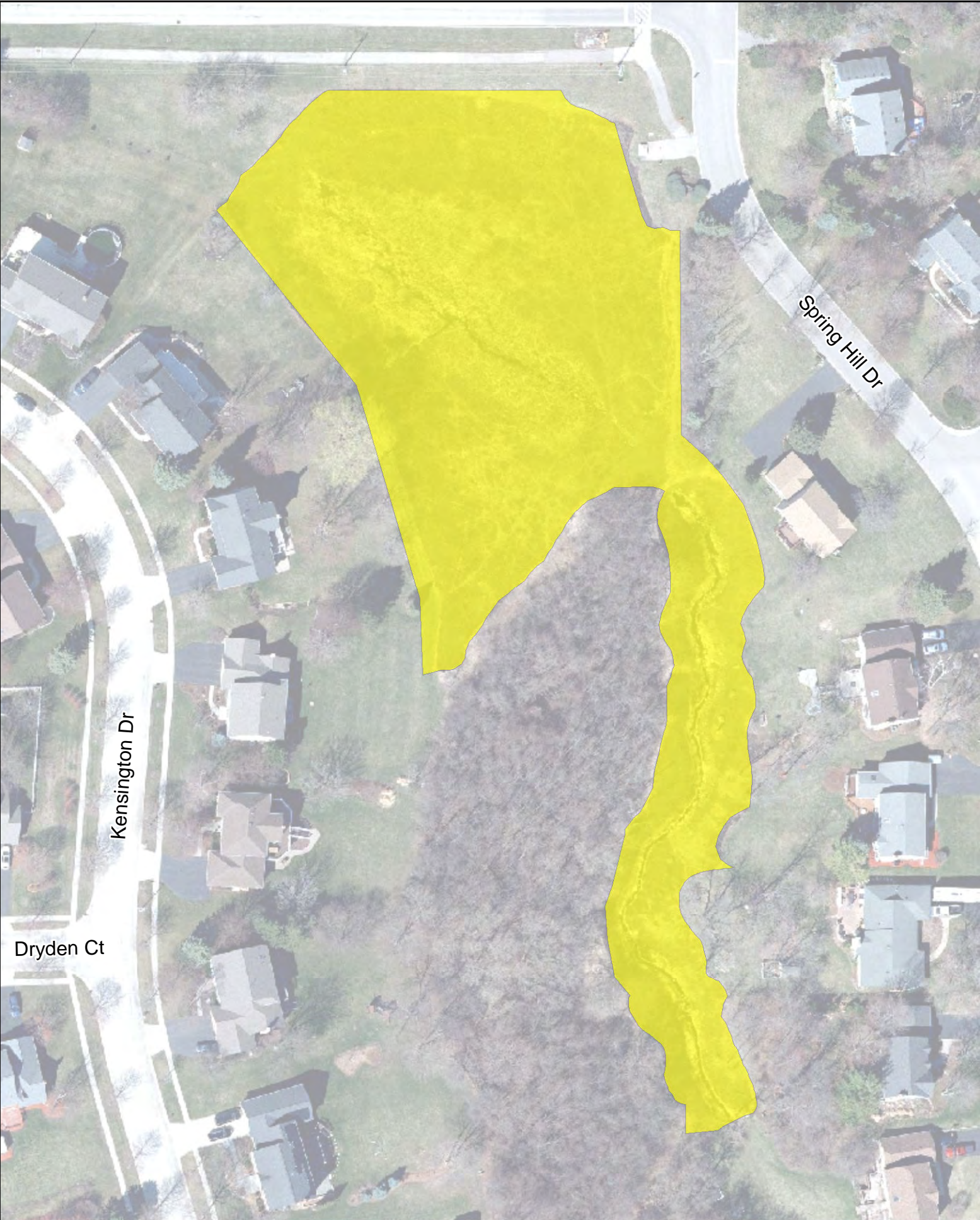
Barrington Ct

Arquilla Dr

Farmhill Dr

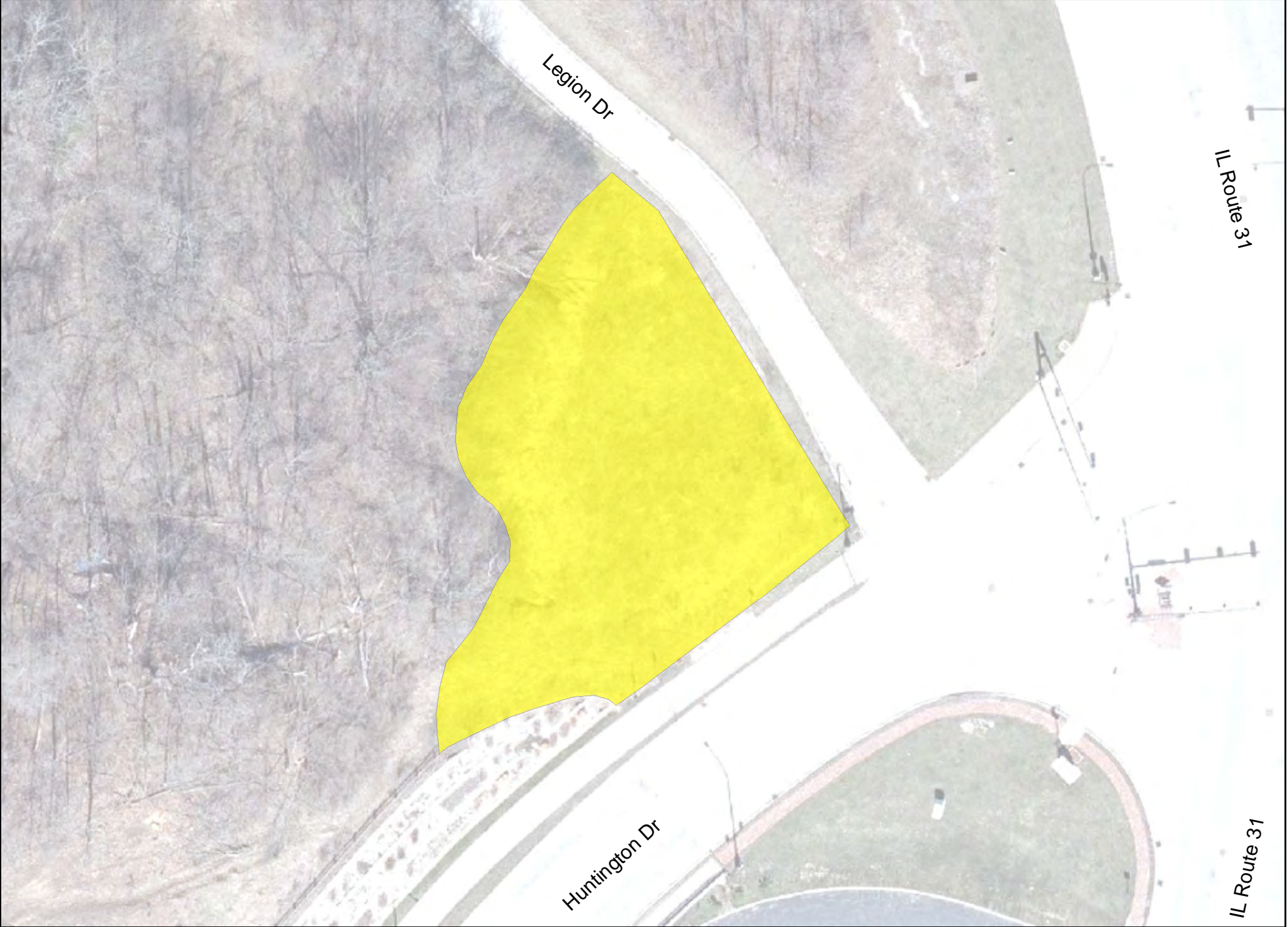
LAWNDALE PARK NATURE PRESERVE NORTH

2.33 Acres



LEGION DRIVE PRAIRIE

0.32 Acres



Legion Dr

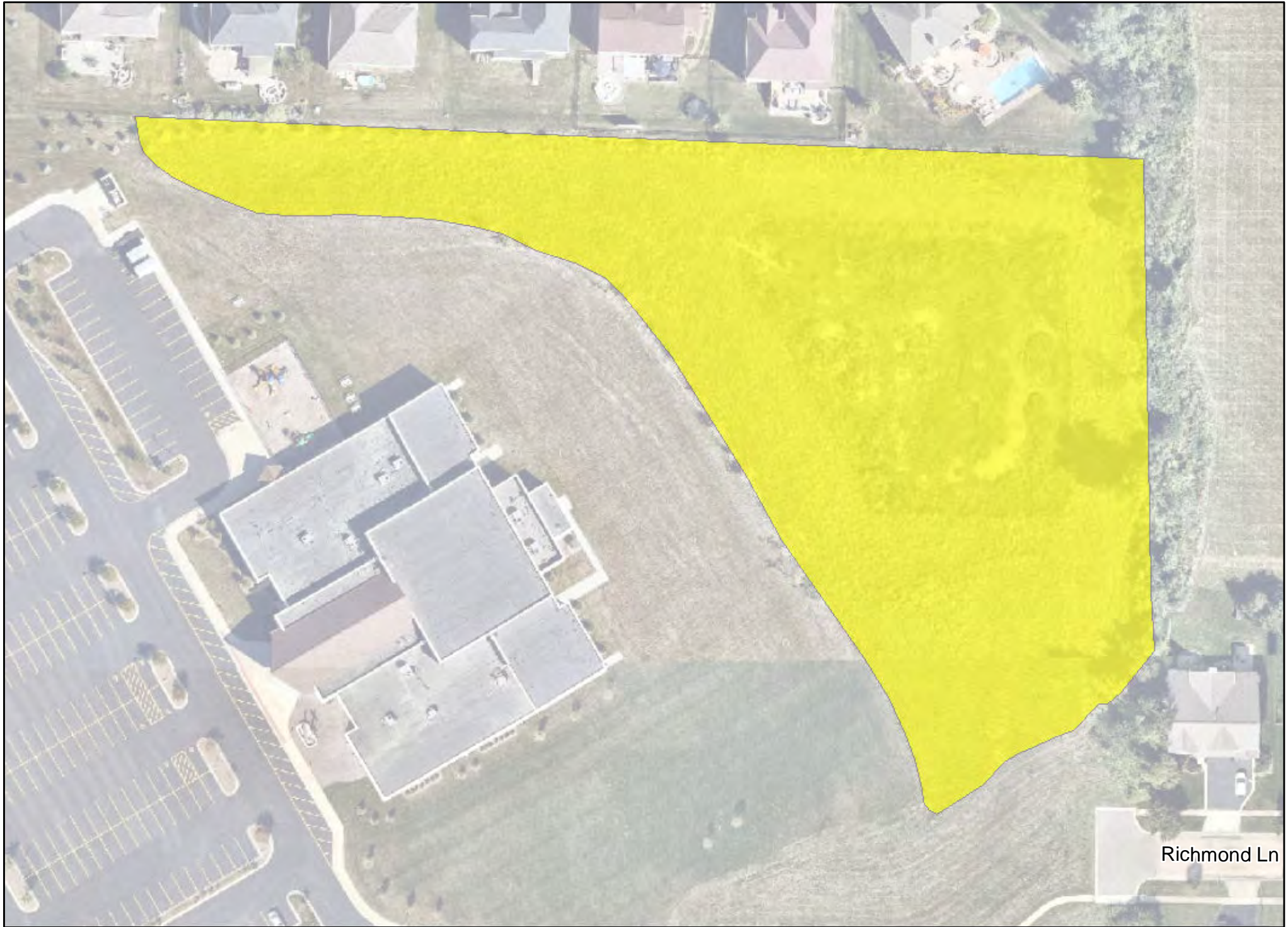
IL Route 31

Huntington Dr

IL Route 31

LIGHT OF CHRIST DETENTION

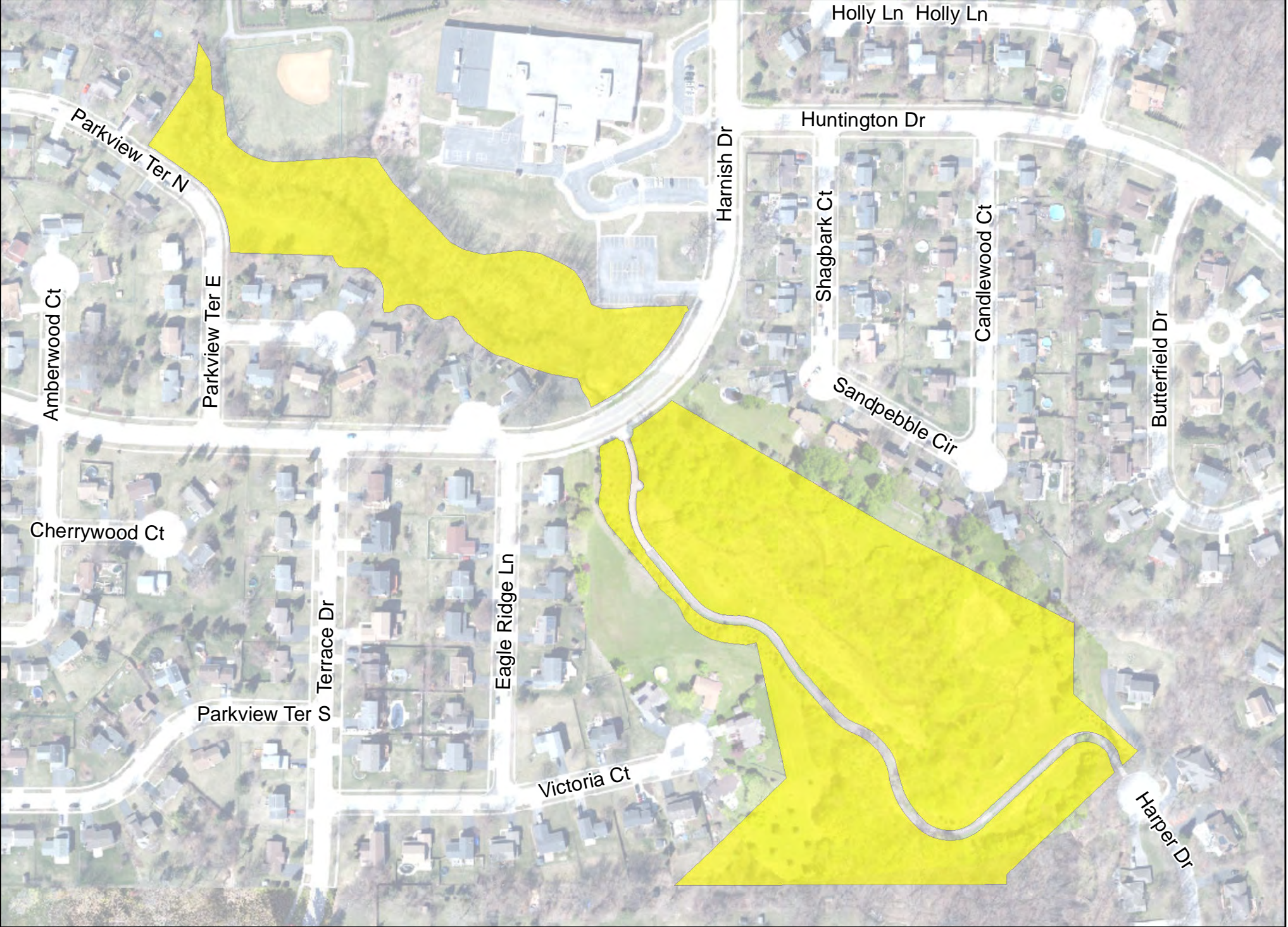
2.57376 Acres



Richmond Ln

RATT CREEK RIPARIAN CORRIDOR-JAYCEE PK TO DAM

13.67 Acres



Holly Ln Holly Ln

Huntington Dr

Harnish Dr

Shagbark Ct

Candlewood Ct

Butterfield Dr

Sandpebble Cir

Parkview Ter N

Amberwood Ct

Parkview Ter E

Cherrywood Ct

Terrace Dr

Parkview Ter S

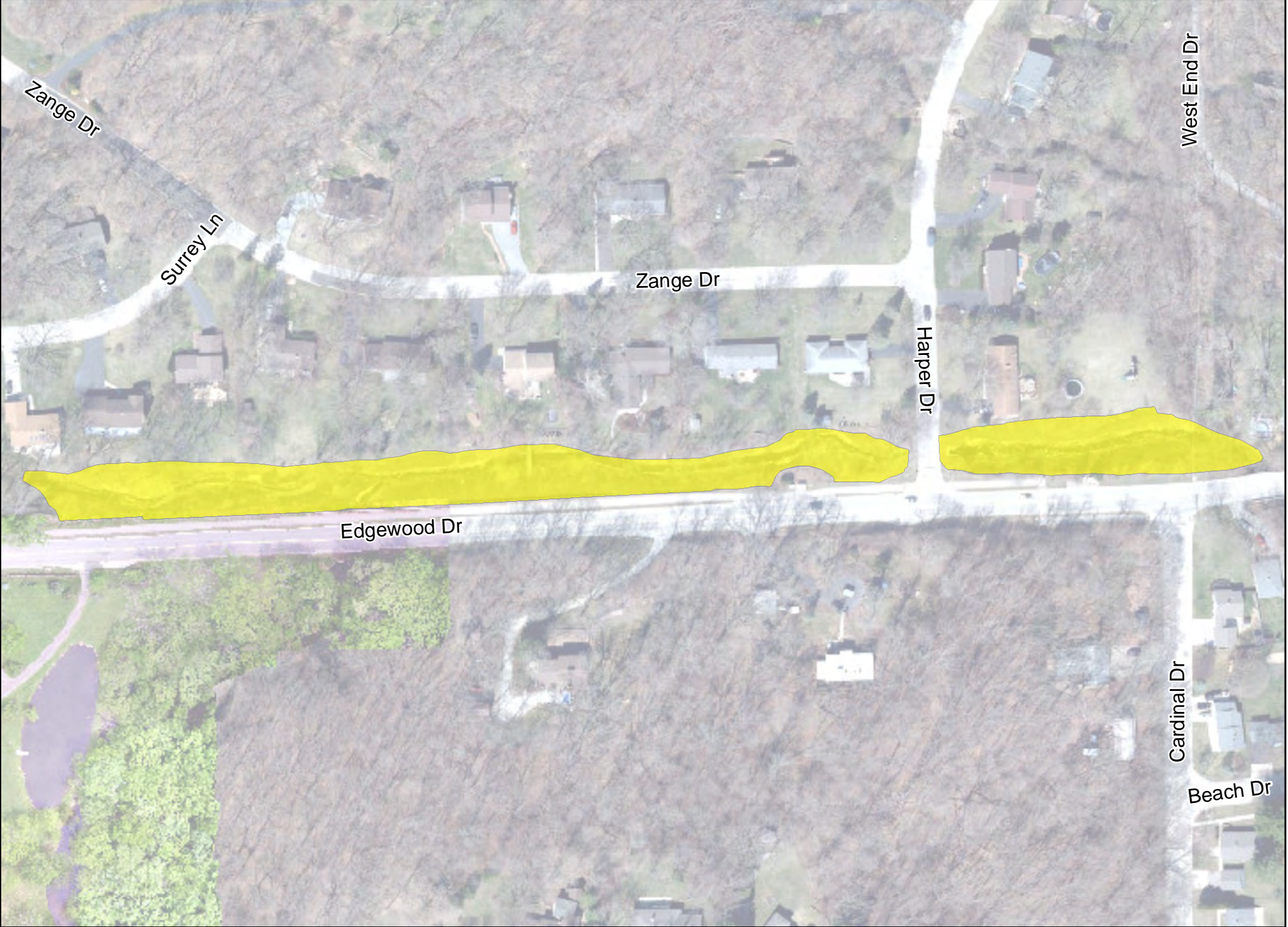
Eagle Ridge Ln

Victoria Ct

Harper Dr

RATT CREEK TRIBUTARY RIPARIAN CORRIDOR

1.94 Acres



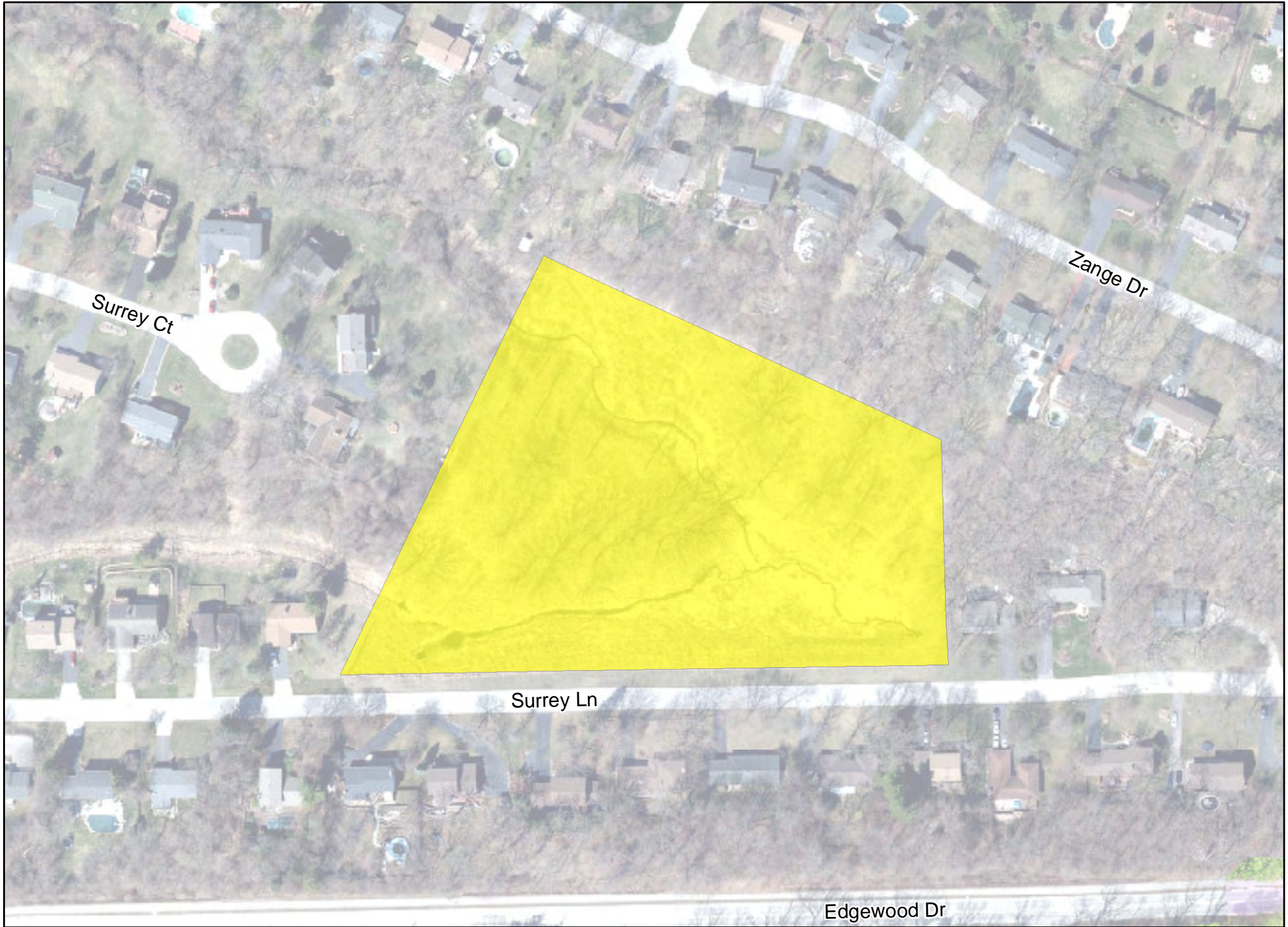
STONEYBROOK PARK DETENTIONS

0.38 Acres



SURREY LANE PRESERVE

5.91 Acres



Surrey Ct

Zange Dr

Surrey Ln

Edgewood Dr

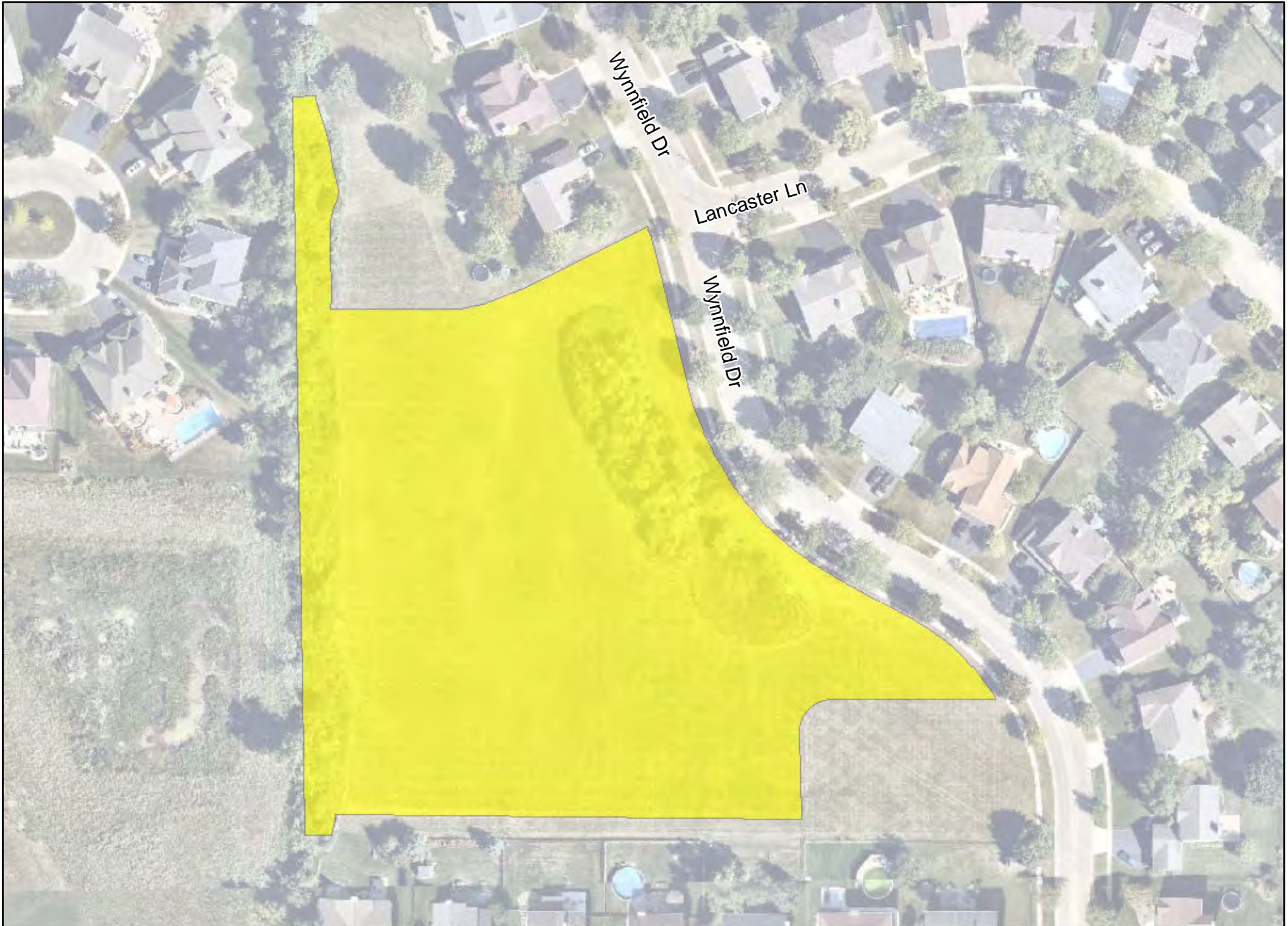
TOWNE PARK PRAIRIE

3.95 Acres



WYNNFIELD DETENTION

3.61084 Acres



This is **SCHEDULE B**, consisting of 2 pages, referred to in and part of the **Village of Algonquin Purchase Agreement (Vendor/Services)**
No. _____ effective 2/15/2025



Proposal

January 10, 2025

Mr. Brad Andresen
Ecologist/Horticulturist
Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Subject: *BWNR Quote for VOA 2025 - 2027 Prescribed Burns*

Dear Mr. Andresen:

Baxter & Woodman Natural Resources, LLC is pleased to provide this Quote to conduct Prescribed Burns within the Village of Algonquin in 2025 - 2027.

17009 Harmony Road, Marengo, IL 60152 | (815) 459-1260 | baxterwoodman.com

VOA: _____

_____ : _____

Project Quote

2025-2027 PRESCRIBED BURNS

ITEM	DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL COST
1 2025 Rx Burns (East Zone)					
1	Algonquin Public Works Facility	1	Lump	\$2,600.00	\$2,600.00
2	Algonquin Waste Water Treatment Plant	1	Lump	\$3,025.00	\$3,025.00
3	Blue Ridge Detention	1	Lump	\$3,025.00	\$3,025.00
4	Countryside Detention	1	Lump	\$2,300.00	\$2,300.00
5	Highland Ave Detentions	1	Lump	\$1,570.00	\$1,570.00
6	Holder Park Detention	1	Lump	\$2,200.00	\$2,200.00
7	Lake Drive South Preserve	1	Lump	\$2,725.00	\$2,725.00
8	Pioneer Rd Bluffs	1	Lump	\$5,225.00	\$5,225.00
9	Souvanas Creek Riparian Corridor	1	Lump	\$4,250.00	\$4,250.00
10	Spella Wetland	1	Lump	\$5,575.00	\$5,575.00
11	Western Bypass Prairie	1	Lump	\$3,525.00	\$3,525.00
12	Yellowstone Detention and Woodland	1	Lump	\$3,075.00	\$3,075.00
2025 Rx Burns Total					\$39,095.00
2 2026 Rx Burns (West Zone)					
1	Algonquin Commons	1	Lump	\$1,925.00	\$1,925.00
2	Grand Reserve Detention	1	Lump	\$1,925.00	\$1,925.00
3	Grand Reserve Prairie	1	Lump	\$3,025.00	\$3,025.00
4	Spectrum Native Corridor	1	Lump	\$2,625.00	\$2,625.00
5	Spella Park Pollinator Sled Hill (fall 2026 burn)	1	Lump	\$2,775.00	\$2,775.00
6	Spella Wetland	1	Lump	\$5,575.00	\$5,575.00
7	Trails of Woods Creek	1	Lump	\$4,825.00	\$4,825.00
8	Water Treatment Plant 3 Rain Garden	1	Lump	\$0.00	\$0.00
9	Winding Creek Corridor	1	Lump	\$4,575.00	\$4,575.00
10	Wood Park Detention	1	Lump	\$1,875.00	\$1,875.00
11	Woods Creek Riparian Corridor - Brookside Ave	1	Lump	\$2,575.00	\$2,575.00
12	Woods Creek Riparian Corridor - Bunker Hill NW	1	Lump	\$2,925.00	\$2,925.00
13	Woods Creek Riparian Corridor - Spella Bridge to Wood Creek Ln	1	Lump	\$5,025.00	\$5,025.00
2026 Rx Burns Total					\$39,650.00
3 2027 Rx Burns (Central Zone)					
1	Arquilla Detention	1	Lump	\$2,225.00	\$2,225.00
2	Dixie Creek Riparian Corridor: Sleepy Hollow to Wynnfield Dr	1	Lump	\$4,875.00	\$4,875.00
3	Falcon Ridge Nature Preserve	1	Lump	\$2,300.00	\$2,300.00
4	Gaslight Park Bird and Butterfly Sanctuary	1	Lump	\$3,025.00	\$3,025.00
5	Hill Climb Park Woodland	1	Lump	\$3,050.00	\$3,050.00
6	Lake Drive South Preserve	1	Lump	\$2,650.00	\$2,650.00
7	Lawndale Park Nature Preserve North	1	Lump	\$2,650.00	\$2,650.00
8	Legion Drive Prairie	1	Lump	\$0.00	\$0.00
9	Light of Chris Church Detention	1	Lump	\$2,650.00	\$2,650.00
10	Ratt Creek Reach 5	1	Lump	\$4,500.00	\$4,500.00
11	Ratt Creek Tributary	1	Lump	\$2,225.00	\$2,225.00
12	Stoneybrook Park	1	Lump	\$1,825.00	\$1,825.00
13	Suney Ln Preserve	1	Lump	\$3,050.00	\$3,050.00
14	Towne Park Prairie	1	Lump	\$3,450.00	\$3,450.00
15	Wynnfield Detention	1	Lump	\$950.00	\$950.00
2027 Rx Burns Total					\$33,425.00
3-Year Quote Total					\$118,170.00

*NOTE THAT ALL COSTS ARE NON-PREVAILING WAGE

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.

VOA: _____

_____:

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: _____

_____ : _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: January 21, 2025

TO: Tim Schloneger, Village Manager
Committee of the Whole

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

SUBJECT: Construction Oversight Amendment Proposal for Presidential
Park Reconstruction with Christopher B. Burke Engineering, Ltd.

The reconstruction of Presidential Park began in April of last year. Due to unexpected lead times on major components, lengthy structural review timelines, and longer than anticipated installation of the artificial turf, the completion of this project has been extended to May 2025. This memo outlines the amendment and the rationale for their inclusion.

Contract Details

- **Original Contract: \$253,800** – Construction Oversight (Approved 2024-R-38)
- **Amendment #1: \$34,520** (Current request)
 - Extended construction duration due to unforeseen delays – original completion in October 2024, revised completion in May 2025
- **Final Construction Oversight Total: \$288,320**

Including the amendment, the construction oversight fees remain less than five percent of the total construction cost. All of the items mentioned above were out of CBBEL's control as the consultant overseeing construction. Material and supply issues are the responsibility of the contractor. The structural review consultant was a sub-consultant to Hitchcock, and the artificial turf installer was a By Owner item where the installer was recommended by Hitchcock.

Funds are available this fiscal year in the Park fund, and a portion is being proposed in the FY26 budget to accommodate this amendment. The Public Works Department recommends that the Committee of the Whole take the necessary action to approve this amendment with CBBEL for construction oversight of Presidential Park Reconstruction in the amount of \$34,520 and submit it to the Village Board for final approval.

This amendment ensures that the goals of this project are met and that the remaining construction activities are properly inspected.

Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

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

II. Project Understanding

A. General Understanding/Assumptions

This work order is for construction observation past the anticipated completion date for the Presidential Park Reconstruction project from CBBEL's proposal dated March 19, 2024. Our original agreement accounted for Construction Observation based on initial project time estimates. However, changes in the project timeline, particularly the revised construction schedule based on completion in May 2025, necessitated an adjustment in our construction observation hours.

III. Scope of Services

CBBEL is requesting additional compensation for engineering services completed due to construction continuing past the original completion date.

The additional hours and request are for the following work remaining:

- Coordination between general contractor, subcontractor, design architect and Village of Algonquin on acceptance of Parks amenities and Building Facilities.
- CBBEL will continue to conduct progress meetings and distribute minutes.
- Coordination of the review of shop drawing submittals for park, baseball field, site, lighting, and building features/amenities, etc.
- Coordination with Hitchcock throughout construction including plan and contract document clarification, RFIs, and overall project coordination.
- Part or Full-Time Construction Observation of 30-40 hours per week for the duration of all Contract Work.
- Inspect all aspects of construction related to baseball amenities, punch list work and landscape restoration to verify work is performed to the approved plans and to Village, IDOT, and Water/Sewer standards.
- Closeout of project, including conducting final walk through and punch list development, final pay request, material documentation, field notes and inspection documentation, and assistance with grant documentation for submittals.

IV. Staff-Hour & Fee Summary

Task A.3 Construction Observation			
Engineer IV	24 hrs x \$175/hr	=	\$ 4,200
Engineer III	160 hrs x \$157/hr	=	\$ 25,120
Vehicle Usage	\$65 per day - 80 days	=	\$ 5,200
	Total	=	\$ 34,520

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

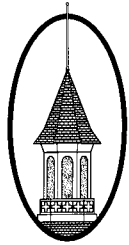
Title: President _____

Date: January 16, 2025 _____

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	242
Engineer V.....	208
Engineer IV.....	175
Engineer III.....	157
Engineer I/II.....	135
Survey V.....	208
Survey IV.....	196
Survey III.....	179
Survey II.....	140
Survey I.....	119
Engineering Technician V.....	191
Engineering Technician IV.....	170
Engineering Technician III.....	123
Engineering Technician I/II.....	95
CAD Manager.....	187
CAD II.....	136
CAD I.....	119
GIS Specialist III.....	157
Landscape Architect II.....	179
Landscape Architect I.....	157
Landscape Designer III.....	136
Landscape Designer I/II.....	106
Environmental Resource Specialist V.....	208
Environmental Resource Specialist IV.....	170
Environmental Resource Specialist III.....	145
Environmental Resource Specialist I/II.....	110
Environmental Resource Technician.....	123
Bus Ops Department.....	120
Engineering Intern.....	81

Updated January 13, 2025



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

- MEMORANDUM -

DATE: 01/15/2025

TO: Tim Schloneger, Village Manager

CC: Nadim Badran, Public Works Director

FROM: Vince Kilcullen, General Services Superintendent
Mike Reif, Internal Services Supervisor

SUBJECT: Items to be Deemed Surplus

Unit #: 202

Year: 2015

Make: Ford

Model: Taurus

ID/VIN: 1FAHP2D81FG175891

Description: Retired police Chief/ Detective car. 115,000 miles. Replaced with newer more efficient vehicle.



Unit #: 669
Year: 2007
Make: Maxi-Dump
Model: MDT6814
ID/VIN: 5NJAA18267J114467

Description: Old dumping trailer that was used primarily to haul logs. Unit is in bad shape and needs repairs.



Unit #: 864
Year: 2011
Make: B&B
Model: BCT2114EDO
ID/VIN: 4LSSA2723BF022609

Description: Deck over trailer with ramps. Replaced with new tip-deck trailer capable of hauling new mini excavator.



Year: 2024
Make: Ford
Model: F-250

Description: Bumpers removed from new pickup trucks to allow for lift gate installation. Removed from trucks, 504,505,506,507,802.



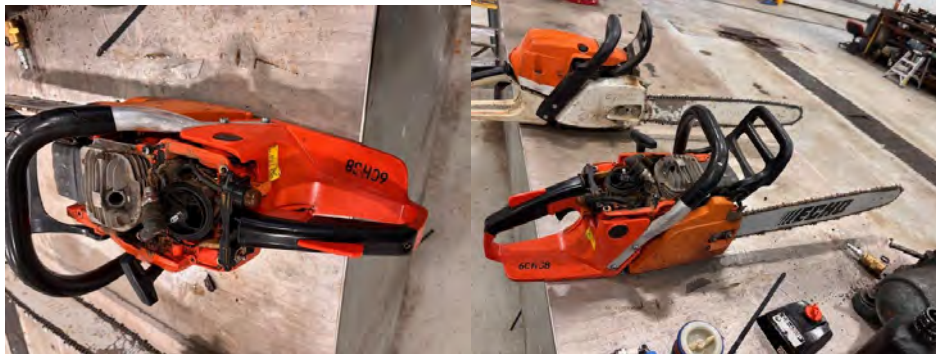
Year: 2024
Make: Ford
Model: F-250

Description: Tailgates removed from new pickup trucks to allow for lift gate installation. Removed from trucks, 504,505,506,507,802.



Unit #: 6CHS8
Year: 2015
Make: Echo
Model: CS-450P
ID/VIN: C06312047459

Description: Chain saw needs major repairs, engine locked up.



Unit #: 6CHS9
Year: 2016
Make: Stihl
Model: MS261C-M
ID/VIN: 50345084

Description: Chain saw needs major repairs, engine replacement.



Unit #: 5CSC1

Year: 2015

Make: Stihl

Model: Cart

Description: Cart for concrete saw. Needs repairs



Make: Assorted

Description: Old stock filters for equipment not owned by the Village any longer.



Make: Assorted

Description: Old stock lightbulbs on longer used in any Village building.



Make: Lindberg/Blue M

Model: GO1320A-1

ID/VIN: S145-517112-SS

Description: Gravity Oven, used at the Waste Water Treatment Plant Lab. Replaced with new.



Make: Shel Lab

Model: 2020

ID/VIN: 0601103

Description: Incubator used at the Waste Water Treatment Plant Lab replaced with new.

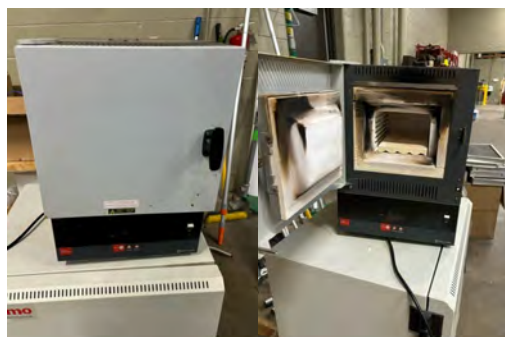


Make: Fisher Scientific

Model: 550-14

ID/VIN: 006N0071

Description: Muffle Furnace used at the Waste Water Treatment Plant Lab. Replaced with new.



Description: Assorted planters from Main St. before redevelopment.



Make: Powr-Flite

Model: PFX1385MAX

ID/VIN: 1214002092

Description: Carpet Cleaner needs repairs pump issue. Replaced with new last year.



Description: Assorted sprinkler heads for irrigation systems. No longer used by the Village.



Year: 1998

Make: Pro-Team

Model: SCM-1122

ID/VIN: 04-059774

Description: Very old back pack vacuum



Make: DeWalt

Description: 24V cordless hammer drill. Needs new batteries



Make: DeWalt

Model: Corded Impact

Description: Corded 1/2" impact no longer needed



Description: Two old coffee pots.



Description: Old corded circular saw



Make: Testo

Model: 325-1

Description: Old Combustion Analyzer have new more accurate unit.



Make: DeWalt

Model: DW007

ID/VIN: 028444

Description: 24V 6 1/2" rechargeable circular saw.



Make: Makita
Model: DA391D
ID/VIN: 760096E

Description: Makita cordless angle drill



Description: Corded Makita circular saw



Description: Christmas decorations for downtown before renovations.

