

**VILLAGE OF ALGONQUIN
VILLAGE BOARD MEETING**

April 2, 2019

7:30 p.m.

2200 Harnish Drive

-AGENDA-

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH QUORUM**
- 3. PLEDGE TO FLAG**
- 4. ADOPT AGENDA**
- 5. AUDIENCE PARTICIPATION**
(Persons wishing to address the Board must register with the Village Clerk prior to call to order.)
- 6. PROCLAMATIONS:**
 - A. THE VILLAGE OF ALGONQUIN PROCLAIMS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK APRIL 7-13, 2019**
 - B. THE VILLAGE OF ALGONQUIN PROCLAIMS NATIONAL LIBRARY WEEK APRIL 7-13, 2019**
- 7. CONSENT AGENDA/APPROVAL:**

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

 - A. APPROVE MEETING MINUTES:**
 - (1) Village Board Meeting Held March 19, 2019
 - (2) Committee of the Whole Special Meeting Held March 19, 2019
- 8. OMNIBUS AGENDA/APPROVAL:**

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

 - A. PASS ORDINANCES:**
 - (1) Pass an Ordinance Approving a Special Use Permit for Get Green Recycling
 - (2) Pass an Ordinance Approving a Planned Unit Development for Deli 4 You
 - (3) Pass an Ordinance Approving a Plat of Vacation for a Portion of Mound Street
 - B. ADOPT RESOLUTIONS:**
 - (1) Pass and Approve an Agreement with HR Green for the Phase 1 & 2 Design Services for the Algonquin Lakes Section 1 Roadway Rehabilitation in the amount of \$40,642.00
 - (2) Pass and Approve an Agreement with HR Green for the Phase 1 & 2 Design Services for the Lake South Drive Roadway Rehabilitation in the amount of \$28,832.00
 - (3) Pass and Approve an Agreement with HR Green for the Phase 2 Design Services for the Scott, Schuett, and Souwanas Roadway Reconstruction in the amount of \$67,193.00
- 9. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
- 10. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
 - A. List of Bills Dated April 2, 2019 totaling \$1,017,326.30**
- 11. COMMITTEE OF THE WHOLE:**
 - A. COMMUNITY DEVELOPMENT**
 - (1) Approve a Special Event Permit for Algonquin Library's 5K Run on October 27, 2019
 - (2) Approve a Special Event Permit for Bold American Fare for Live Acoustic Music in the New Plaza Adjacent to the Restaurant on Tuesday, Wednesday, and Thursday Evenings Throughout 2019 the Summer Months
 - (3) Pass an Ordinance Approving a Final Planned Unit Development Amendment, Final Plat of Resubdivision, and Special Use Permit for Certain Property Known as Light of Christ Lutheran Church
 - B. GENERAL ADMINISTRATION**
 - C. PUBLIC WORKS & SAFETY**
- 12. VILLAGE CLERK'S REPORT**
- 13. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 14. CORRESPONDENCE**
- 15. OLD BUSINESS**
- 16. EXECUTIVE SESSION:** If required
- 17. NEW BUSINESS**
 - A. Pass and Approve a Resolution Supporting a Statewide Single-Use Bag Tax**
 - B. Consider a Special Event Permit for the AAYO Baseball Tournament April 12, 13, and 14, 2019**
- 18. ADJOURNMENT**

**NATIONAL PUBLIC SAFETY
TELECOMMUNICATORS WEEK PROCLAMATION
APRIL 7-13, 2019**

WHEREAS over one-half million dedicated men and women are engaged in the operation of emergency response systems for federal, state, and local governmental entities throughout the United States; and

WHEREAS these individuals are responsible for responding to the telephone calls of the general public for police, fire, and emergency medical assistance and for dispatching said assistance to help save the lives and property of our citizens; and

WHEREAS such calls include not only police, fire, and emergency medical service calls but those governmental communications related to forestry and conservation operations, highway safety and maintenance activities, and all of the other operations which the modern governmental agency must conduct; and

WHEREAS America's public safety telecommunicators daily serve the public in countless ways without due recognition by the beneficiaries of their services.

NOW, THEREFORE, be it resolved by the President and the Village Board of the Village of Algonquin that the week beginning April 7, 2019, is designated as National Public Safety Telecommunicators Week and call upon the citizens of Algonquin, Illinois, to observe the week with appropriate ceremonies and activities.

Dated this 2nd day of April, 2019

(Seal)

Village President John C. Schmitt

Attest:

Village Clerk Gerald S. Kautz

National Library Week 2019
Proclamation

WHEREAS, libraries are not just about what we have for people, but what we do for and with people;

WHEREAS, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities and schools;

WHEREAS, libraries are evolving in order to serve their communities and to continue to fulfill their role in leveling the playing field for all who seek information and access to technologies;

WHEREAS, libraries and librarians open up a world of possibilities through innovative STEAM programing, job-seeking resources, creative workshops and the power of reading;

WHEREAS, libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement to deliver new services that connect closely with patrons' needs;

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week,

NOW, THEREFORE, be it resolved that I, John Schmitt, Algonquin Village President, proclaim National Library Week, April 7-13, 2019. I encourage all residents to visit the Algonquin Area Public Library District, see what's new, and engage with your librarians and staff. Because of you, Libraries Transform.

Dated this 2nd day of April, 2019

Village President John C. Schmitt

(Seal)

Attest: _____
Village Clerk Gerald S. Kautz



MINUTES OF THE REGULAR MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN,
McHENRY & KANE COUNTIES, ILLINOIS HELD IN THE VILLAGE BOARD ROOM
ON MARCH 19, 2019

CALL TO ORDER: President Schmitt called tonight's meeting to order at 7:30 PM. Village Clerk Jerry Kautz called the roll with the following trustees present; Debby Sosine, John Spella, Janis Jasper, Jerrold Glogowski, Laura Brehmer, Debby Sosine, Jim Steigert.

(Quorum was established)

Staff in attendance: Village Manager, Tim Schloneger; Community Development Director, Russ Farnum; Senior Planner, Ben Mason; Public Works Director, Bob Mitchard; Police Chief, John Buccci; and Village Attorney, Kelly Cahill.

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

ADOPT AGENDA: Moved by Sosine, seconded by Glogowski, to adopt tonight's agenda deleting item 15, Executive Session. Voice vote carried.

AUDIENCE PARTICIPATION:

(1) Greg Geigel, 8 S. Main street, Algonquin, addressed the need for more parking downtown. President Schmitt replied that the Village has and is trying to negotiate with other businesses to obtain rights to use there parking areas for the public. The Village would reconstruct the lots, but so far nothing has been agreed upon. Mr. Schmitt suggested that Mr. Geigel talk to his fellow business owners to see if some agreement could be reached. Also, the Village would like to see more participation from downtown business owners to form a focus group on how to better market the downtown business district. The Village would facilitate if all attend.

(2) Chris Kious, 340 Winding Creek Way, Algonquin, is a Kane County Board Member and updated the Trustees as to measures affecting Algonquin. He stated the abandoned property on Sleep Hollow and Longmeadow will be watched closely by the Sherriff for vandalism and also working with the owner to demolish the building. The County Board is also looking for ways to obtain funds from the Tollway Commission to help lower fees for the proposed Longmeadow Toll Bridge,

CONSENT AGENDA: The following items are considered routine in nature and are approved / accepted by one motion with a voice vote:

A. APPROVE MEETING MINUTES:

- (1) Village Board Meeting Held March 5, 2019
- (2) Public Hearing Held March 12, 2019
- (3) Village Board Special Meeting Held March 12, 2019
- (4) Committee of the Whole Held March 12, 2019

B. VILLAGE MANAGER'S REPORT FOR FEBRUARY 2019

Moved by Spella, seconded by Glogowski, to approve the Consent Agenda of March 19, 2019. 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. ADOPT RESOLUTIONS:

- (1) **2018-R-26**, Resolution Accepting and Approving an Agreement with Lake Shore Recycling Systems for the 2019 Street Sweeping in the Amount of \$154,767.20

Moved by Steigert, seconded by Sosine, to approve the Omnibus Agenda for March 19, 2019.

Roll call vote; voting aye –Sosine, Spella, Jasper, Glogowski, Brehmer, Steigert.

Motion carried; 6-ayes, 0-nays.

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills for payment for 03/19/2019 in the amount of \$2,458,067.30 including payroll expenses as recommended for approval.

Roll call vote; voting aye –Sosine, Spella, Jasper, Glogowski, Brehmer, Steigert.

Motion carried; 6-ayes, 0-nays.

PAYMENT OF BILLS:

General	\$ 78,802.34
MFT	11,065.36
Cemetery	2,346.00
Swimming Pool	323.38
Street Improvement	340,329.60
Park Improvement	11,723.71
Water & Sewer	828,979.95
Water & Sewer Improvement	78,132.23
Debt Service	615,187.50
Building Maintenance	17,662.14
Vehicle Maintenance Service	<u>27,380.61</u>
	Total \$2,011,932.82

COMMITTEE & CLERK'S REPORTS:

UNDER COMMITTEE OF THE WHOLE None

VILLAGE CLERK'S REPORT

Clerk Kautz reported the future Village meeting schedule.

STAFF REPORTS:

ADMINISTRATION: Tim Schloneger

1- Village staff is working to give Simple Recycling the opportunity to pitch their textile recycling program at a future County Solid Waste Committee meeting. A multi-jurisdictional cooperative recycling solution is worth pursuing.

COMMUNITY DEVELOPMENT: Russ Farnum

1- The Village is still in the running for the U.S. Department of Agriculture's future headquarters office location. We have made it to the "middle" cut along with many other locations. There were originally 136 submissions and the list was narrowed to 67. During April 2019, they will narrow down to short list. They expect to conduct site visits to a select number of locations shortly thereafter and hope to name a final location in May 2019.

Ben Mason

1- CMAP met Monday at our Village Hall to further discuss the quarry use off Route 31 south of the Village. Next step will be a workshop visit to the site to discuss economic opportunities.
2- The Arts Commission will conduct an Art Exhibit and Awards Presentation on April 18 at 7 pm.

POLICE DEPARTMENT: John Bucci

1- Staff held a class at Jacobs High School regarding the hazards of tobacco and vaping.

PUBLIC WORKS: Bob Mitchard

1- Staff met with Lake in the Hills to discuss Unit 12 Emergency Water Connection off Algonquin Road.
2- Staff working on concept plan for Washington Street/Harrison Street Plaza.

VILLAGE ATTORNEY: Kelly Cahill

1- Her staff has been working on Village property issues and several contract reviews.

CORRESPONDENCE & MISCELLANEOUS: None

OLD BUSINESS:

(1) Monthly Meeting Schedule Discussion

Following a brief discussion, it was the consensus of the Board to continue with the current meeting schedule. First Tuesday of each month Board meeting, second Tuesday of each month Committee of the Whole, Third Tuesday of each month Board meeting followed by Committee of the Whole meeting.

EXECUTIVE SESSION: None

NEW BUSINESS: None

ADJOURNMENT: There being no further business, it was moved by Glogowski, seconded by Sosine, to adjourn. Voice vote; ayes carried.

The meeting was adjourned at 8:07 pm.

Submitted:

Approved this 2nd day of April 2019

Village Clerk, Jerry Kautz

Village President, John Schmitt



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held in Village Board Room
March 19, 2019**

AGENDA ITEM 1: Roll Call to Establish a Quorum

Trustee Glogowski, Chairperson, called the Committee of the Whole meeting to order at 8:08 p.m. Present: Trustees Debby Sosine, John Spella, Janis Jasper, Jerry Glogowski, Laura Brehmer, Jim Steigert, and President Schmitt. A quorum was established.

Staff Members Present: Village Manager, Tim Schloneger; Community Development Director, Russ Farnum; Senior Planner, Ben Mason; Public Works Director, Bob Mitchard; Police Chief, John Bucci; Village Clerk, Jerry Kautz; and Village Attorney, Kelly Cahill.

AGENDA ITEM 2: Public Comment
None

AGENDA ITEM 3: Presentation of the Downtown Landscape Plan

Christen Little, Moore Landscapes, presented information and walked through the seasonal changes and plant material highlights for the Downtown District.

AGENDA ITEM 4: Community Development

A. Consider a Special Use Permit for Get Green Recycling

Ben Mason reporting

Danny Meyers, owner of Get Green Corporation, has submitted a petition for a Special Use Permit for a recycling drop-off center. The facility will be located at 1035 West Algonquin Road, in an existing building that formerly housed a manufacturing company. Some Committee members may recall this petition was previously considered by the Village several years ago, and a Special Use Permit for the proposed use at this property was originally issued in 2014. Plans to open and operate the business did not move forward at that time, and per Village Code: "No special use permit shall be valid for a period longer than 12 months unless such use is established within such period" (Chapter 21, Section 12). The petitioner recently closed on purchase of the property and is applying for a new Special Use Permit to proceed with his plans to establish a recycling drop-off center facility within the existing building. Get Green Recycling is proposing to open a recycling buy-back center at 1035 West Algonquin Road. This would be a satellite location to the processing center located in Aurora. The drop-off center will accept all types of metals, white goods with a certificate that all Freon has been removed, and electronics. All operations, storage of materials and equipment, would all be contained within the building. The plan is that customers will drive into the building, park their car, unload the recyclables, and then drive out of the building. The building will contain a warehouse section to sort and store the materials and an office to process the paperwork. The proposed hours of operation are 8:00am to 5:00pm Monday through Friday and limited hours on Saturdays. There will be five employees who work at this site. A recycling drop-off center is allowed in I-1 zoning districts with a special use permit. All materials are required to be stored inside the building and no processing of materials, other than bundling and bailing shall be permitted. The site has an existing metal warehouse building with an addition that was added in 1988. The property was used as Peters Micro Matic Products for over 20 years. The existing building will structurally remain the same; the front façade will receive a face lift. Brick will be added to the front façade and the northeast façade between the garage doors and the front of the offices. The brickwork will include decorative soldier course over the windows and doors with a keystone and projected brick rowlock around the window frames. A storage area will be removed and an additional garage door will be added. All the garage doors will be painted green to match the new metal canopy over the front doors and the metal coping and painted metal siding on the building. A monument sign and a vertical wall sign have been proposed for the site. The monument sign shall be revised to comply with the Sign Code as to the number of items on the sign and the white background shall not illuminate at night. The monument sign shall be a maximum height of 8' tall and include a brick base, surround and decorative cap. The wall sign is unique in that the orientation is vertical instead of horizontal. Due to the architectural details of the building, a horizontal sign does not work. The illuminated, corner, vertical sign

complies with all Sign Code requirements. The proposed lighting fixtures on the building will need to be revised so the bulb is flush with the housing and not hanging down. There are no lights proposed for the parking lot due to its small size.

The existing parking lot will be paved and striped to clarify parking stalls, better define the entrance, and provide for semi-truck maneuvering. Parking stalls shall all be striped at 9' X 18' (16' x 18' for the ADA stall). Additional details shall be added to the engineering plans to show the details for ADA parking stall signage, location of which type of pavement, details on the proposed retaining walls, turn radius diagrams for vehicles exiting the rear of the building and trucks maneuvering to the loading dock, and grading plans. If a trash enclosure shall be located on site, plans shall be submitted to show the location and the details for the masonry dumpster enclosure with solid latchable gate. The developer has worked with McHenry County Division of Transportation for an access permit and a variance for the right-of-way dedication. The County has approved both and is ready to issue permits once the Village approves the project. Special Use Permit, subject to the following conditions which were incorporated into the prior Special Use Ordinance 2014-O-19 for Get Green Recycling:

1. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.

2. The recycling center shall comply with all code requirements and in accordance with this proposal and conditions contained herein. A set of building plans shall be submitted for review and approved by the Village's Building Department prior to any work being done in the space. A Certificate of Occupancy shall be issued before the business opens.

3. The Engineering Plans prepared by Land Technology, Inc., with the latest revision date of April 9, 2014, shall be revised to incorporate the future comments from staff and retained consultants. If a trash enclosure shall be located on site, plans shall be submitted to show the location and the details for the masonry dumpster enclosure with solid latchable gate. The existing parking lot will be paved and striped to clarify parking stalls, better define the entrance, and provide for semi-truck maneuvering. Parking stalls shall all be striped at 9' x 18' (16' x 18' for the ADA stall). Additional details shall be added to the engineering plans to show the details for ADA parking stall signage, location of which type of pavement, details on the proposed retaining walls, turn radius diagrams for trucks maneuvering to the loading dock, and grading plans. An access permit from McHenry County Division of Transportation shall be obtained.

4. The Landscape Plan as prepared by Architects and Planners, Inc., dated November 10, 2012, shall be revised to incorporate the comments from the March 15, 2013, memorandum from Christopher Burke Engineering, the April 1, 2013, memorandum from Tom Jacobs, the March 25, 2013, memorandum from Diane LaCalamita, the March 19, 2013, memorandum from the Algonquin Lake in the Hills Fire Protection District, and the April 1, 2013, memorandum from Public Works. All gravel shall be removed prior to installing landscaping. The landscape plan shall be revised to include planting specifications, naming of all plant species, size of plants to be planted, and number of plants. The monument sign shall include plantings around the base that area equally attractive all year.

5. The existing metal warehouse building with addition shall structurally remain the same; the front façade shall receive a face lift. Brick shall be added to the front façade and the northeast façade between the garage doors and the front of the offices. The brickwork shall include decorative soldier course over the windows and doors with a keystone and projected brick rowlock around the window frames. The storage area shall be removed and an additional garage door will be added. All the garage doors shall be painted green to match the new metal canopy over the front doors and the metal coping and painted metal siding on the building. All consistent with the architectural plans prepared by ALA Architects and Planners, Inc., with the latest revision date of February 7, 2013. Architectural plans shall be revised to address the comments in the March 15, 2013, memorandum from Christopher Burke Engineering, the April 1, 2013, memorandum from Tom Jacobs, the March 19, 2013, memorandum from the Algonquin Lake in the Hills Fire Protection District, and the April 1, 2013, memorandum from Public Works. A fire sprinkler system shall be installed in the building with a fire department connection at the front. The fire sprinkler system will be required to connect to water within three years of water being accessible to the building via West Algonquin Road.

6. The Shades of Light-Seaside Nostalgia Outdoor Wall Light fixture shall be revised to address comments from the March 15, 2013, memorandum from Christopher Burke Engineering and the April 1, 2013, memorandum from Tom Jacobs. The light fixture shall be revised so the bulb is flush with the housing. The Village standards shall apply to the fixtures as follows: The light fixtures shall be consistent throughout the development and shall be metal halide or LED, downcast lights, and have bulbs flush with housing. No trespass light may leave the property.

7. The Sign Plan as prepared by Aurora Sign Company, dated February 9, 2013, shall be revised to address comments from the March 25, 2013, memorandum from Building Inspector Diane LaCalamita. One

monument sign shall be allowed; the final placement of the sign shall be reviewed by Community Development staff to ensure sight lines are not blocked. The monument sign shall be framed in brick, have a brick base, decorative masonry cap and shall be a maximum of 8'tall and 8.5' wide. The brick shall match that of the building. The sign background shall be an approved color and material, per the Sign Code, and the wording on the sign shall comply with the Sign Code. The monument sign shall be landscaped per the Sign Code and Landscape Code requirements. The single faced, illuminated, corner, vertical wall sign as submitted does meet the Sign Code requirements.

8. All roof-mounted or ground-located mechanical equipment shall be screened with an appropriate architectural element or landscaping.

9. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.

10. All materials and equipment shall be kept inside the building at all times.

11. No processing of the materials shall be done on site with the exception of sorting, shearing, bailing and bundling.

12. The property owner shall be required to submit a proposal for landscape improvements to the west and south sides of the building, for example to clean out undesirable plants or species, for review by Village Staff at the time of final plan approval.

No liquids will be accepted for recycling. Mr. Meyers stated he will start renovations as soon as the Board gives approval.

Comments from the Committee of the Whole were favorable and the consensus was to move this forward for approval.

B. Consider a Planned Unit Development for Deli 4 You

Ben Mason reporting

Mr. Piotr Filipek, Deli 4 You, has submitted a petition for Final Planned Unit Development, to construct a 21,000 square foot European grocery and deli building with additional leasable retail spaces. The subject property is located at 1601 S. Randall Road and is currently a vacant lot. The parcel is situated directly north of Bowlero. Deli 4 You will have its entrance at the northeast corner of the building, and the smaller retail spaces will have storefront entrances on the north end of the building.

The subject property is an outlot (Lot 10) in Galleria shopping center, which was platted in 2003. Two access points serve the Galleria property on County Line Road, and the center has an additional access on Randall Road at the signalized intersection with Commons Drive. as the center's main entrance from Randall Road. The shopping center has cross-parking and cross-access, and the developer is proposing to construct the building on the existing grass pad and retain the surrounding parking. A pedestrian connection shall be added from the building pad south to the existing sidewalk located in front of Bowlero.

The developer and project architect have been very cooperative working with staff to add a masonry screening wall and landscaping to soften the appearance of the receiving area and trash enclosures at the rear of the building. Additional consideration shall be given to formalizing a clear and defined route whereby trucks will access the receiving area. For example, one-way entrance and exit access points would lessen potential conflict between deliveries and trash pick-up, and the adjacent frontage road immediately to the south. The developer shall provide a turning radius diagram to show how a vehicle entering the receiving area would turn or back-up within the receiving area that does not encroach onto the adjacent drive aisle.

The plans provide for foundation and perimeter landscaping on all four sides of the building. The developer shall address the comments and revisions noted in the Public Works review memo, notably the incorporation of additional plant and species diversity. The existing landscape islands in the parking lot east of the building shall also be restored.

The developer has provided color renderings of the building, which has a contemporary design with strong horizontal rooflines and prominent glass storefront entrances, in particular at the corner of the building which will serve as the entrance to Deli 4 You. The building is also compatible with the Village's typical standards for face brick on all four sides and dark bronze window framing. Wood paneling accents are also incorporated on each elevation and lend additional interest to the building's design. The west side of the building is proposed to include a half dozen exterior coolers that will be accessed from inside the grocery and a row of evergreen arborvitae is depicted on the plans to serve as screening. Staff is requesting photographs and specification sheets for the coolers to determine their exact size and appearance, and a masonry wall enclosure may be required to provide further screening of the units if necessary.

A monument sign is proposed along County Line Road but no drawings have been provided at this time. The monument sign shall comply with the Village's Sign Code as well as original Galleria PUD regulations, which included a maximum height of 7 feet from grade. The ground sign shall be made of masonry materials to match the building and have a decorative stone cap. Wall signage shall follow the Village's Sign Code, which permits one wall sign per tenant, and a maximum of two signs for a corner unit which would be defined in this development as the Deli 4 You space which has its entrance at the northeast corner of the building.

On March 11, 2019 the Planning and Zoning Commission considered the petition and unanimously recommended approval (7-0) of the request for Final PUD, subject to the conditions listed.

Final Planned Unit Development with the following conditions:

1. That site construction shall not commence until a site development permit has been issued by the Village.

2. The Site Plan as prepared by Antonio Fanizza Architects with a latest revision date of February 8, 2019 shall be revised to incorporate comments from the March 5, 2019 Christopher Burke memo, the February 26, 2019 Public Works memo, and February 22, 2019 Police Department memo.

3. The Engineering Plans as prepared by Damas Consulting Group with a latest revision date of February 4, 2019 shall be revised to incorporate comments from the March 5, 2019 Christopher Burke memo, the February 26, 2019 Public Works memo, and February 22, 2019 Police Department memo. A pedestrian connection shall be added from the building pad south to the existing sidewalk located in front of Bowlero. The developer shall provide a turning radius diagram to show how a vehicle entering the receiving area would turn or back-up within the receiving area that does not encroach onto the adjacent drive aisle.

4. The Landscape Plan as prepared by Antonio Fanizza Architects with a latest revision date of February 8, 2019 shall be revised to incorporate comments from the March 5, 2019 Christopher Burke memo and the February 26, 2019 Public Works memo.

5. The building shall be constructed consistent with the architectural elevations prepared by Antonio Fanizza Architects with a latest revision date of February 8, 2019. The brick and mortar may not be painted at any point in the future. All roof mounted or ground located mechanical/electrical equipment shall be fully screened with an appropriate architectural element or landscaping. The trash enclosures shall match the design of the building, consist of a masonry exterior, and include space for recycling containers.

6. A maximum of one monument sign is permitted and shall comply with the Village's Sign Code as well as original Galleria PUD regulations, which included a maximum height of 7 feet from grade. The ground sign shall be made of masonry materials to match the building and have a decorative stone cap.

7. Wall signage shall follow the Village's Sign Code, which permits one wall sign per tenant, and a maximum of two signs for a corner unit which would be defined in this development as the Deli 4 You space which has its entrance at the northeast corner of the building.

8. As noted on the plans, no truck parking and /or outdoor storage of any products shall be permitted in the receiving area.

9. The developer shall submit for Community Development Department review, photographs and specification sheets for the proposed exterior cooler units. A masonry wall enclosure may be required to provide further screening of the units if it is determined by staff that the proposed landscaping would not be sufficient to screen the units from the street.

10. Any wall-mounted light fixtures shall meet Village Code requirements and be downcast and have the bulbs flush with the housing. Specification sheets shall be submitted for Community Development Department review, prior to construction.

During discussion it was noted that the outside coolers will be hidden by a brick wall and that there would only be one or two deliveries of product a week.

Following discussion, it was the consensus to move this item on to the Board for approval.

C. Consider a Plat of Vacation for a Portion of Mound Street

Ben Mason reporting

The owner of 214 Mound Street, Al Grzybek, recently purchased the residential property and is proposing to make some improvements to the lot, specifically a new garage addition on the north side of the home adjacent to unimproved Mound Street right-of-way. Typically, the required building setback requirement for a house or garage is 7½ feet from the side yard lot line, however this property is defined as a corner lot since it sits at the "intersection" of Edward and Mound Streets. Corner lots have a more restrictive 30-foot setback from the side yard lot line, consistent with the village's 30-foot standard for front yard setbacks, as corner lots essentially have dual street frontages.

The existing footprint of the home on the property currently conforms with the 30-foot front and side yard setback requirements, however there is limited opportunity to construct an addition further toward the Mound Street right-of-way due to the more restrictive setbacks for residential corner lots. Other areas on the subject property are less suitable for an addition due to more significant hillside slopes at the south and east sides of the property.

Staff initially discussed with the property owner the possibility of applying for a zoning variance, to permit an addition on the north side of the home to encroach into the side yard setback. In an effort to address the unique conditions presented by this property and its surroundings through a more permanent resolution, Staff ultimately suggested Mr. Grzybek hire a surveyor to draw up a plat of vacation for that portion of Mound Street adjacent to his property. The reasons staff support this course of action is that there are no current or future plans for the village to improve Mound Street with a public road – the grade of the land is very steep and the majority of adjacent property is almost entirely village-owned open space – and by vacating that portion of Mound Street, unneeded public right of way can be converted to a more productive use and join the tax rolls at 214 Mound Street. When right-of-way is vacated, oftentimes it is divided down the center, with 50 percent deeded to the owner on each side; such an approach is acceptable to the property owner and supported by village staff. Under this proposal, that would involve the southern 30-foot portion deeded to the owner at 214 Mound Street and the northern 30-foot portion deeded to the village, since we own the land on the far (north side) of Mound Street. A Map was provided that highlights the owner's property in relation to Mound Street as well as the village's open space.

Public Works has called out several items for the property owner's awareness and information related to potential conflicts should the property be subdivided in the future, though those comments do not impact the plat of vacation.

Staff recommends the Committee forward the plat of vacation to the next Village Board meeting for approval.

The Committee of the Whole gave consensus to pass this on to the Board for approval.

D. Consider a Special Event Permit for Algonquin Library's 5K Run on October 27, 2019

Russ Farnum reporting

Community Development has received a request by the Algonquin Area Public Library District for approval of a Special Event, the Library Loop 5k, planned for October 27. Because the request includes the use of public land (right of way), Board approval is required. There is a new route this year, due to the bulk of road reconstruction projects in the area. The new route will begin at the Library on Harnish, heading north on Golden Eagle, west on Bunker Hill, south on Woods Creek Lane, around Fenview Court, and following the same route back to the Library. The Library always coordinates this event with District 300 and obtains permission to use the parking lots, roadways and other facilities. As well, the Library is very good about notifying neighbors of the event in order to minimize disruptions.

Staff recommends approval.

Consensus was to move this item to the Board for approval.

E. Consider a Special Event Permit for Bold American Fare for Live Acoustic Music in the New Plaza Adjacent to the Restaurant on Tuesday, Wednesday, and Thursday Evenings Throughout 2019 the Summer Months

Russ Farnum reporting

Community Development has received a request by Bold American Fare to sponsor live acoustic music in the Plaza between Bold and Historic Village Hall, on Tuesday, Wednesday and Thursday nights throughout the summer. The music is acoustic but would be amplified, and the artists' music would also be "piped in" to the Bold restaurant, patio and deck. The Plaza would remain open to the public for these performances, and Bold is not asking to serve drinks or food on the Plaza. Bold's concept is to add ambience and music to the surroundings of the restaurant, enhancing their patron experience, and adding events that help draw more people downtown. Because this request involves the use of public property, Board approval is required. Staff have reviewed this request and have no issues or concerns with the proposal. The anticipated dates are April 30 to September 30, and each night would be weather-dependent, and events could not begin until the Plaza construction is actually completed.

During discussion, there was a concern about having Thursday competing with the Village concerts in Towne Park, but Mr. Geigle stated that the volume would not be a problem and that it isn't certain that the acoustic guitars would be playing every Thursday.

Trustees were also concerned that the neighbors might complain if music is played until 10 pm. Mr. Farnum explain, a stipulation will be added to the permit, if complaints were to be made, it will be addressed at that time.

Consensus was to move this item to the Board for approval.

AGENDA ITEM 5: General Administration
None

AGENDA ITEM 6: Public Works & Safety

Bob Mitchard reporting

A. Consider an Agreement with HR Green for the Phase 1 & 2 Design Services for the Algonquin Lakes Section 1 Roadway Rehabilitation

Staff reviewed the Proposals for the Phase 1 & 2 Design Engineering Services as indicated in the Request for Proposal for the Algonquin Lakes Section 1 Roadway Rehabilitation (VoA16-12-06C) project in the Village of Algonquin. Each proposal was reviewed with an emphasis on the firm's qualifications, expertise, work load, team makeup, and value. The Village has budgeted \$25,000.00 in the 2018/19 FY Capital Improvement fund code 04900300 - 42232. Public Works has also requested a budgeted amount of \$60,000.00 for the 2019/20 FY for this project in fund code 04900300-42232. Providing an overall total of \$85,000.00 for this project. This line item has been utilized for geotechnical services in the total amount of \$20,802.00. Thus, leaving a total budget for Design Services in the amount of \$64,198.00, comfortably within the average cost of proposal prices received.

The Village has the great comfort of having worked with each of these firms on previous roadway rehabilitation projects, and in turn these firms have a solid understanding of the Village expectations. When considering the fiscal savings that is evident and the generally good experience the Village has had working with HR Green, there does not seem to be much downside selecting them to perform this work. Therefore, the recommendation is that HR Green be considered by the Committee of the Whole in the amount of \$40,642.00

Consensus was to move this item to the Board for approval.

B. Consider an Agreement with HR Green for the Phase 1 & 2 Design Services for the Lake South Drive Roadway Rehabilitation

Staff reviewed the Proposals for the Phase 1 & 2 Design Engineering Services as indicated in the Request for Proposal for the Lake Drive South Roadway Rehabilitation (VoA16-02-06B) project in the Village of Algonquin. Each proposal was reviewed with an emphasis on the firm's qualifications, expertise, work load, team makeup, and value.

The Village has budgeted \$15,000.00 in the 2018/19 FY Capital Improvement fund code 04900300 - 42232. Public Works has also requested a budgeted amount of \$45,000.00 for the 2019/20 FY for this project in fund code 04900300-42232. Providing an overall total of \$60,000.00 for this project. Thus, the budget is appropriate for funding this design work. Each of the proposal firms have worked with the Village previously and have the full complement of personnel necessary to design the project. All firms have reported that they will use internal staff of survey and all design elements. However, Chastain has listed Midland Standard Engineering (MSET), a Geotechnical Engineering firm, as a subconsultant for pavement design parameters, most likely precautionary as MSET conducted the Village geotechnical report for this project which included pavement design information that was shared as part of this Request for Proposal.

HR Green proposal noted that efficiencies have been added to their bid, but only should they receive both this project as well as the Algonquin Lakes Section 1 project. The Village has the great comfort of having worked with each of these firms on previous roadway rehabilitation projects, and in turn these firms have a solid understanding of the Village expectations. When considering the fiscal savings that is evident and the generally good experience the Village has had working with HR Green, there does not seem to be much downside selecting them to perform this work. Therefore, the recommendation is that HR Green be considered by the COTW in the amount of \$28,832.00

The Committee of the Whole consensus was to pass this item on to the Board for approval.

C. Consider an Agreement with HR Green for the Phase 2 Design Services for the Scott, Schuett, and Souwanas Roadway Reconstruction

Staff reviewed the proposal for the Phase 2 Design Engineering Services as indicated in the Request for

Proposal for the Scott, Souwanas, & Schuett Roadway Rehabilitation (VoA16-07-07B) project in the Village of Algonquin. This proposal was provided only to the design engineering firm utilized in Phase 1 as they have an intimate knowledge of the projects scope and status.

The cost of the proposal is a Not to Exceed total of \$67,193.00. The Village has budgeted \$200,000.00 in the 2018/19 FY Capital Improvement fund code 04900300 - 42232. Public Works has also requested a budgeted amount of \$20,000.00 for the 2019/20 FY for this project in fund code 04900300-42232. Providing an overall total of \$220,000.00 for this project. The large discrepancy in budget vs proposal is due to the significant shift in the requirements of the project. This project started out with aspirations of being approved for funds issued by the McHenry County Council of Mayors. As such, there were significant requirements that had to be implemented into the plans to make them compliant for this funding. However, recent restructuring of that program along with Village electing to remove elements of the project that would score highly in said program, has led us to scoping a project that is more in line with requirements based on our in-house capital improvements program. Staff believes this amount is consistent with the projects current requirements, and it is Staff's recommendation that the Committee of the Whole consider HR Green for this project.

The Committee of the Whole consensus was to move this item on to the Board for approval.

AGENDA ITEM 7: Executive Session
None

AGENDA ITEM 8: Other Business

(1) Responding to a question, Mr. Mitchard stated the Fox River is currently not in danger of flooding unless heavy rains occur in the near future.

AGENDA ITEM 9: Adjournment
Being no further business, the meeting was adjourned at 9:43 pm.

Submitted by: Jerry Kautz, Village Clerk

ORDINANCE NO. 2019 - O –

**An Ordinance Issuing a Special Use Permit
for a Recycling Drop-Off Center
(Get Green Recycling Center—1035 W. Algonquin Road)**

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 petition was submitted to the Village of Algonquin (“Village”) by petitioner Danny Meyers, Get Green Recycling Corporation, property owner, requesting issuance of a Special Use Permit to allow a recycling drop-off center on certain territory legally described as follows:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 2 DEGREES, 54 MINUTES EAST ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 272.0 FEET; THENCE NORTH 41 DEGREES, 14 MINUTES WEST, A DISTANCE OF 651.7 FEET; THENCE NORTH 44 DEGREES, 54 MINUTES WEST, A DISTANCE OF 320.8 FEET; THENCE SOUTH 57 DEGREES 20 MINUTES WEST, A DISTANCE OF 154.37 FEET; THENCE NORTH 33 DEGREES, 28 MINUTES WEST, A DISTANCE OF 584.1 FEET TO THE MOST SOUTHERLY CORNER OF BLOCK 5 IN LAKE IN THE HILLS ESTATES UNIT NO. 12, BEING A SUBDIVISION OF PART OF SAID SECTION 28; THENCE NORTH 27 DEGREES, 12 MINUTES EAST ALONG THE SOUTHEASTERLY LINE OF BLOCK 5 IN SAID LAKE IN THE HILLS ESTATES UNIT NO. 12, A DISTANCE OF 512.05 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 62 DEGREES, 48 MINUTES EAST, A DISTANCE OF 125.0 FEET; THENCE NORTH 27 DEGREES, 12 MINUTES EAST, A DISTANCE OF 306.90 FEET TO THE CENTER LINE OF THE ALGONQUIN-HUNTLEY ROAD; THENCE NORTH 29 DEGREES, 10 MINUTES WEST ALONG SAID CENTER LINE, A DISTANCE OF 150.13 FEET TO THE MOST EASTERLY CORNER OF LAKE IN THE HILLS ESTATES UNIT NO. 12, AS AFORESAID; THENCE SOUTH 27 DEGREES, 12 MINUTES WEST ALONG THE SOUTHEASTERLY LINE EXTENDED NORTHEASTERLY OF BLOCK 4 OF SAID LAKE IN THE HILLS ESTATES UNIT NO. 12, ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 4 AND ALONG THE SOUTHEASTERLY LINE OF BLOCK 5 OF SAID LAKE IN THE HILLS ESTATES UNIT NO. 12, A DISTANCE OF 390.05 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART LYING WITHIN THE RIGHT OF WAY OF THE ALGONQUIN-HUNTLEY ROAD), IN MCHENRY COUNTY, ILLINOIS.

Tax parcel number: 19-28-404-012

Commonly known as 1035 West Algonquin Road, Algonquin, IL 60102 (“Subject Property”); and

WHEREAS, a public hearing was held before the Algonquin Planning and Zoning Commission, after due notice in the manner provided by law; and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the issuance of said Special Use Permit for the Property; and

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

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

SECTION 1: A Special Use Permit to allow a recycling drop-off center is hereby issued for the Subject Property, which includes the following conditions:

- A. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.
- B. The recycling center shall comply with all code requirements and in accordance with this proposal and conditions contained herein. A set of building plans shall be submitted for review and approved by the Village’s Building Department prior to any work being done in the space. A Certificate of Occupancy shall be issued before the business opens.
- C. The Engineering Plans prepared by Land Technology, Inc., with the latest revision date of April 9, 2014, shall be revised to incorporate the future comments from staff and retained consultants. If a trash enclosure shall be located on site, plans shall be submitted to show the location and the details for the masonry dumpster enclosure with solid latchable gate. The existing parking lot will be paved and striped to clarify parking stalls, better define the entrance, and provide for semi-truck maneuvering. Parking stalls shall all be striped at 9’ x 18’ (16’ x 18’ for the ADA stall). Additional details shall be added to the engineering plans to show the details for ADA parking stall signage, location of which type of pavement, details on the proposed retaining walls, turn radius diagrams for trucks maneuvering to the loading dock, and grading plans. An access permit from McHenry County Division of Transportation shall be obtained.
- D. The Landscape Plan as prepared by Architects and Planners, Inc., dated November 10, 2012, shall be revised to incorporate the comments from the March 15, 2013, memorandum from Christopher Burke Engineering, the April 1, 2013, memorandum from Tom Jacobs, the March 25, 2013, memorandum from Diane LaCalamita, the March 19, 2013, memorandum from the Algonquin Lake in the Hills Fire Protection District, and the April 1, 2013, memorandum from Public Works. All gravel shall be removed prior to installing landscaping. The landscape plan shall be revised to include planting specifications, naming

of all plant species, size of plants to be planted, and number of plants. The monument sign shall include plantings around the base that area equally attractive all year.

- E. The existing metal warehouse building with addition shall structurally remain the same; the front façade shall receive a face lift. Brick shall be added to the front façade and the northeast façade between the garage doors and the front of the offices. The brickwork shall include decorative soldier course over the windows and doors with a keystone and projected brick rowlock around the window frames. The storage area shall be removed and an additional garage door will be added. All the garage doors shall be painted green to match the new metal canopy over the front doors and the metal coping and painted metal siding on the building. All consistent with the architectural plans prepared by ALA Architects and Planners, Inc., with the latest revision date of February 7, 2013. Architectural plans shall be revised to address the comments in the March 15, 2013, memorandum from Christopher Burke Engineering, the April 1, 2013, memorandum from Tom Jacobs, the March 19, 2013, memorandum from the Algonquin Lake in the Hills Fire Protection District, and the April 1, 2013, memorandum from Public Works. A fire sprinkler system shall be installed in the building with a fire department connection at the front. The fire sprinkler system will be required to connect to water within three years of water being accessible to the building via West Algonquin Road.
- F. The Shades of Light-Seaside Nostalgia Outdoor Wall Light fixture shall be revised to address comments from the March 15, 2013, memorandum from Christopher Burke Engineering and the April 1, 2013, memorandum from Tom Jacobs. The light fixture shall be revised so the bulb is flush with the housing. The Village standards shall apply to the fixtures as follows: The light fixtures shall be consistent throughout the development and shall be metal halide or LED, downcast lights, and have bulbs flush with housing. No trespass light may leave the property.
- G. The Sign Plan as prepared by Aurora Sign Company, dated February 9, 2013, shall be revised to address comments from the March 25, 2013, memorandum from Building Inspector Diane LaCalamita. One monument sign shall be allowed; the final placement of the sign shall be reviewed by Community Development staff to ensure sight lines are not blocked. The monument sign shall be framed in brick, have a brick base, decorative masonry cap and shall be a maximum of 8'tall and 8.5' wide. The brick shall match that of the building. The sign background shall be an approved color and material, per the Sign Code, and the wording on the sign shall comply with the Sign Code. The monument sign shall be landscaped per the Sign Code and Landscape Code requirements. The single-faced, illuminated, corner, vertical wall sign as submitted does meet the Sign Code requirements.
- H. All roof-mounted or ground-located mechanical equipment shall be screened with an appropriate architectural element or landscaping.
- I. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.
- J. All materials and equipment shall be kept inside the building at all times.

- K. No processing of the materials shall be done on site with the exception of sorting, shearing, bailing and bundling.
- L. The property owner shall be required to submit a proposal for landscape improvements to the west and south sides of the building, for example to clean out undesirable plants or species, for review by Village Staff at the time of final plan approval.

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

SECTION 3: The findings of fact on the petition to issue the special use permit are hereby accepted.

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

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

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

Aye:
 Nay:
 Absent:
 Abstain:

APPROVED:

 Village President John C. Schmitt

(SEAL)

ATTEST: _____
 Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Published: _____

Prepared by: Village Staff

Reviewed by: Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: April 2, 2019
TO: President Schmitt and Village Trustees
FROM: Ben Mason, AICP, Senior Planner
SUBJECT: Case No. 2019-01. *Deli 4 You follow-up*

To follow-up from March 16 Committee of the Whole review of the Deli 4 You development plans, the project architect has submitted a revised diagram that depicts a defined entrance and exit for delivery trucks and trash pick-up. Enclosed please find the revised plan, that defines a dedicated entrance and exit for trucks, and allows for turning movements to occur within the receiving area rather than potentially extending out onto the adjacent drive aisle and conflicting with through traffic. Staff believes the enclosed diagram adequately addresses our previous questions and concerns, and the plan will be further reviewed by the Village Engineer prior to the issuance of any construction permits.

ORDINANCE NO. 2019 - O -

**An Ordinance Approving a Final Planned Unit Development
for a 21,200 Square Foot Commercial Building
on Lot 10 in Galleria Shopping Center
(Deli 4 You)**

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 signed by Margaret Antonik, the property owner, to approve a final planned unit development, on certain territory legally described as follows:

LOT 10 IN ALGONQUIN GALLERIA PHASE 1 RESUBDIVISION NO. 1 PER RECORDED PLAT OF SUBDIVISION DOCUMENT 2006K129153, IN THE VILLAGE OF ALGONQUIN, KANE COUNTY, IL.

and commonly known as 1601 S. Randall Road, Algonquin, IL 60102 ("Subject Property"); and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the approval of said final planned unit development for the Subject Property; and

WHEREAS, the Village Board of Trustees has considered the request for final planned development for the Subject Property.

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: The final planned unit development for Lot 10 in Algonquin Galleria is hereby approved, subject to the following documents and conditions:

- A. That site construction shall not commence until a site development permit has been issued by the Village;
- B. The Site Plan as prepared by Antonio Fanizza Architects with a latest revision date of February 8, 2019 shall be revised to incorporate comments from the March 5, 2019 Christopher Burke memo, the February 26, 2019 Public Works memo, and February 22, 2019 Police Department memo;
- C. The Engineering Plans as prepared by Damas Consulting Group with a latest revision date of February 4, 2019 shall be revised to incorporate comments from the March 5, 2019 Christopher Burke memo, the February 26, 2019 Public Works memo, and February 22, 2019 Police Department memo. A pedestrian connection shall be added from the building pad south to the existing sidewalk located in front of Bowlero. The developer shall provide

a turning radius diagram to show how a vehicle entering the receiving area would turn or back-up within the receiving area that does not encroach onto the adjacent drive aisle;

- D. The Landscape Plan as prepared by Antonio Fanizza Architects with a latest revision date of February 8, 2019 shall be revised to incorporate comments from the March 5, 2019 Christopher Burke memo and the February 26, 2019 Public Works memo;
- E. The building shall be constructed consistent with the architectural elevations prepared by Antonio Fanizza Architects with a latest revision date of February 8, 2019. The brick and mortar may not be painted at any point in the future. All roof mounted or ground located mechanical/electrical equipment shall be fully screened with an appropriate architectural element or landscaping. The trash enclosures shall match the design of the building, consist of a masonry exterior, and include space for recycling containers;
- F. A maximum of one monument sign is permitted and shall comply with the Village's Sign Code as well as original Galleria PUD regulations, which included a maximum height of 7 feet from grade. The ground sign shall be made of masonry materials to match the building and have a decorative stone cap;
- G. Wall signage shall follow the Village's Sign Code, which permits one wall sign per tenant, and a maximum of two signs for a corner unit which would be defined in this development as the Deli 4 You space which has its entrance at the northeast corner of the building;
- H. As noted on the plans, no truck parking and /or outdoor storage of any products shall be permitted in the receiving area;
- I. The developer shall submit for Community Development Department review, photographs and specification sheets for the proposed exterior cooler units. A masonry wall enclosure may be required to provide further screening of the units if it is determined by staff that the proposed landscaping would not be sufficient to screen the units from the street;
- J. Any wall-mounted light fixtures shall meet Village Code requirements and be downcast and have the bulbs flush with the housing. Specification sheets shall be submitted for Community Development Department review, prior to construction.

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

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 John C. Schmitt

(SEAL)
ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____
Approved: _____
Published: _____

Prepared by:
Village Staff

Reviewed by:
Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014

ORDINANCE NO. 2019 - O -

An Ordinance Vacating a Portion of Mound Street

WHEREAS, the corporate authorities of the Village of Algonquin, McHenry and Kane counties, Illinois (“Village”) have determined that a portion of Mound Street is no longer needed for public purposes and the public interest will be served by vacating that portion of Mound Street legally described on the Plat of Vacation and attached hereto;

WHEREAS, it is the desire of the Village that title to the Subject Property should be vested with the adjoining property owners, the 60-foot width of Mound Street divided down the center line and deeded equally to Lots 1, 4, 5, 8 of Block 15 and Lots 2, 3, 6, 7 of Block 16, as platted in the Original Town of Algonquin Subdivision Recorded December 15, 1846 in Book G of Deeds, page 294 in McHenry County, Illinois; and

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 portion of Mound Street identified on the attached Plat of Vacation, is hereby vacated. Title to the vacated Subject Property shall go to the adjoining property owners, the 60-foot width of Mound Street divided down the center line and deeded equally to Lots 1, 4, 5, 8 of Block 15 (owner “Village”) and Lots 2, 3, 6, 7 of Block 16 (owner Mr. Al and Andrea Grzybek).

SECTION 2: That all maps, journals and other records of the Village shall be changed accordingly.

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 John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Published: _____

Prepared by: Village Staff

Reviewed by:

Kelly Cahill, Village Attorney

Zukowski, Rogers, Flood & McArdle

50 Virginia Street

Crystal Lake, Illinois 60014

PRELIMINARY FOR REVIEW ONLY

PLAT OF VACATION
MARCHESE SURVEYING, INC.
RESIDENTIAL - COMMERCIAL SURVEYS

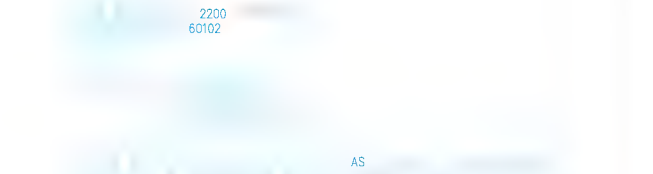
714 Fairview Lane
Bartlett, Illinois 60103

Phone: (630) 830-1570
Fax: (630) 830-1844
E-Mail: marcheseurveying@gmail.com

PROPERTY DESCRIPTION

THAT PART OF LAND Lying BETWEEN SECTIONS 15 AND 16 OF TOWNSHIP 10 NORTH, RANGING 10 EAST, AND PART OF THE EAST HALF OF THE EAST HALF OF SECTION 8, TOWNSHIP 10 NORTH, RANGE 10 EAST, COUNTY OF COOK, ILLINOIS, AS SHOWN ON THE PLAT OF VACATION AND RECORD MAP NO. 294, 3RD QUARTER, 1846, IN SAID COUNTY, ILLINOIS.

(SHOWING 2200 SQUARE FEET OF LAND HEREIN VACATED)



DATE OF SURVEY: 10/18/18
DRAWN BY: MARCHESI
SCALE: AS SHOWN
PROJECT: VACATION OF LOT 7 IN SAID BLOCK 16

THAT PART OF LAND Lying BETWEEN SECTIONS 15 AND 16 OF TOWNSHIP 10 NORTH, RANGING 10 EAST, AND PART OF THE EAST HALF OF THE EAST HALF OF SECTION 8, TOWNSHIP 10 NORTH, RANGE 10 EAST, COUNTY OF COOK, ILLINOIS, AS SHOWN ON THE PLAT OF VACATION AND RECORD MAP NO. 294, 3RD QUARTER, 1846, IN SAID COUNTY, ILLINOIS, IS HEREBY VACATED AS FOLLOWS:
A LOT 7 IN SAID BLOCK 16, BEING 640.00 SQUARE FEET OF LAND, IS HEREBY VACATED TO BE USED AS A DRIVEWAY TO THE SOUTH SIDE OF SAID LOT 7. THE VACATED AREA IS SHOWN ON THE ATTACHED PLAN AND RECORD MAP NO. 294, 3RD QUARTER, 1846, IN SAID COUNTY, ILLINOIS. THE VACATED AREA IS 10.00 FEET WIDE AT THE NORTH END AND TAPERES TO 5.00 FEET AT THE SOUTH END. THE VACATED AREA IS BOUNDED BY THE NORTH LINE OF SAID LOT 7, THE WEST LINE OF SAID LOT 7, AND THE SOUTH LINE OF SAID LOT 7. THE VACATED AREA IS 640.00 SQUARE FEET OF LAND.

AS SHOWN BY THE ATTACHED PLAN AND RECORD MAP NO. 294, 3RD QUARTER, 1846, IN SAID COUNTY, ILLINOIS, THE VACATED AREA IS 10.00 FEET WIDE AT THE NORTH END AND TAPERES TO 5.00 FEET AT THE SOUTH END. THE VACATED AREA IS BOUNDED BY THE NORTH LINE OF SAID LOT 7, THE WEST LINE OF SAID LOT 7, AND THE SOUTH LINE OF SAID LOT 7. THE VACATED AREA IS 640.00 SQUARE FEET OF LAND.

REVISIONS SHEET	
REVISION	DATE

UNOFFICIAL
FOR OFFICE USE ONLY



X-X-X
NO. 3039
30, 2018





2019 - 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 with HR Green for the Phase 1 & 2 Design Services for the Algonquin Lakes Section 1 Roadway Rehabilitation in the amount of \$40,642.00, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2019

APPROVED:

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO.VOA16-12-06C

This CONTRACT, made and entered into this 2nd day of April 2019, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 party of the first part, hereinafter referred to as the VILLAGE and **HR Green of 420 N. Front Street, Suite 100, McHenry, IL 60050** party of the second part, hereinafter referred to as the CONSULTANT.

WITNESSETH

Whereas, the VILLAGE has prepared a certain SCOPE OF SERVICES dated Thursday February 14th, 2019 for the Algonquin Lakes Section 1 Roadway Rehabilitation project under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and proposal fully describe the terms and conditions upon which the CONSULTANT offers to perform all specified services (“Services”):

NOW, THEREFORE, IT IS AGREED:

1. That the VILLAGE hereby accepts the PROPOSAL of the CONSULTANT to perform the Services for the project in the Not To Exceed amount of \$40,642.00 (Forty Thousand, Six Hundred Forty-two Dollars, and Zero Cents).
2. That the CONSULTANT agrees to complete the SCOPE OF SERVICES.
3. That this Contract consists of the following component parts which are made a part of this Contract as fully and absolutely as if they were set out in detail in the Contract:
 - a. Request for Proposal dated February 14th, 2019
 - b. ~~Request for Proposal Addendum(s)~~
 - c. Engineering Consultant Agreement
 - d. Consultant’s Insurance Certificate(s) and required endorsements

Above components are complementary and what is called for by one shall be as binding as if called for by all.

4. The payments are to be made to the CONSULTANT in accordance with and subject to the provisions of this Contract
5. That this Contract is executed in 2 copies.

Continued on next page



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VOA16-12-06C

In Witness Whereof, the parties hereto have hereunto set their hands and seals the date first written above.

VILLAGE OF ALGONQUIN:

CONSULTANT:

By: _____
Mr. John Schmitt (Village President)

By: _____
(Signature)

(Print Name)

(Title)

ATTEST:

ATTEST:

By: _____
Gerald S. Kautz, Village Clerk

By: _____
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VOA16-12-06C

INSURANCE CERTIFICATE

ATTACH CERTIFICATE(S)

&

ANY REQUIRED ENDORSEMENT(S)



Village of Algonquin
The Gem of the Fox River Valley

CONTRACT
PROJECT NO. VOA16-12-06C

Engineering Consultant Agreement
or
Amendment to Master Agreement

ENGINEERING CONSULTANT AGREEMENT

This Agreement, made and entered into by and between the Village of Algonquin, Illinois (the "Village") and HR GREEN (the "Consultant"), has been prepared and executed to provide professional consulting engineering services. In consideration of the agreements made herein, the parties agree to the terms, provisions, and conditions as set forth in this Agreement.

OBLIGATIONS OF DESIGN ENGINEER

1. **Services**

The Scope of Services shall be as outlined in the attached approved proposal. The Village may make changes or approve changes within the Scope of Services in this Agreement. If such change materially affects the Consultant's cost or time required for performance of the Services, upon written request by the Consultant, the Village may equitably adjust the time or compensation through a written amendment to this Agreement.

2. **Insurance**

Consultant shall furnish and maintain in effect during the term of this Agreement the insurance coverage described below, which insurance shall be placed with insurance companies rated "A" or better by the current edition of Best's Key Rating Guide. Such insurance companies shall be authorized to do business in the State of Illinois.

a. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

i. **Worker's Compensation and Employers' Liability Insurance.**

Worker's Compensation or similar insurance in amounts and in form in accordance with all applicable statutory requirements, including Broad Form All States and Voluntary Compensation Endorsements, and

Employers Liability Insurance with limits of not less than \$500,000 per accident, \$500,000 per disease and \$1,000,000 policy limit on disease.

- ii. **A Commercial General Liability.** Commercial General Liability Insurance on an occurrence basis for the operations of the Consultant which shall include: bodily injury, property damage, personal injury, sickness, disease, products, completed operations, blanket contractual and broad form property damage coverage, with combined single limits of not less than \$2,000,000 per occurrence and in the aggregate. Consultant may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies.
- iii. **A Commercial Automobile Liability.** Automobile Liability Insurance to insure operations of all owned, non-owned, leased and hired motor vehicles. Limits of liability shall not be less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- iv. **Professional Liability Insurance.** Professional Liability Errors and Omissions Insurance, including contractual liability coverage, for all claims the Consultant shall become legally obligated to pay resulting from any negligent act, error or omission related to the Consultant's professional services required under this Agreement, with limits of not less than \$1,000,000 per occurrence and in the aggregate. This policy shall remain in effect during the term of this Agreement and for three (3) years after final completion of the Services. The deductible for this coverage shall not exceed \$50,000.

b. **Other Insurance Provisions.**

- i. **Additional Insured Coverage Endorsements.** The Commercial General Liability Insurance and Automobile Liability Insurance required by this Agreement shall name the Village, its employees and elected officials ("Additional Insureds"), as additional insureds with respect to the Consultant's operations under this Agreement pursuant

to a written endorsement with coverage at least as broad as that in either ISO Form CG 2033 or CG 2037. All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds.

- ii. **Subrogation; Cross liability Endorsements.** The Commercial General Liability Insurance and Automobile Liability Insurance shall contain waivers of any and all rights of subrogation against the Additional Insureds and cross liability or severability of interest endorsements.
- iii. **Evidence of Coverage.** - Before any services are provided pursuant to this Agreement the Village shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force, including the required amendatory endorsements. The Village shall be entitled to request, from time to time during the term of this Agreement, to be furnished with updated certificates of insurance evidencing that such coverages remain in full force and effect. Copies of insurance policies required by this Agreement shall be provided to the Village within seven (7) days of the Village's written request.
- iv. **Notice of Cancellation, Modification.** All insurance policies required by this Agreement shall not be canceled, permitted to lapse or substantially modified without thirty (30) days' prior written notice to the Village by the Consultant or its insurer(s).
- v. Compliance with the insurance requirements of this Agreement shall not be relieved by the Village's receipt or review of any copies of insurance policies or insurance certificates. No Insurance required or furnished hereunder shall in any way relieve the Consultant of or diminish any of his responsibilities, obligations, and liabilities under the Agreement

c. **Subcontractor Insurance.**

Each subcontractor and sub-subcontractor of any tier shall furnish Consultant, before commencing the Services under this Agreement, certificate of insurance evidencing compliance with the minimum requirements listed above. Each certificate will not be canceled or reduced without thirty (30) day's prior written notice to the Consultant, Consultant shall maintain a file of certificates of insurance received from each subcontractor and/or sub-subcontractors of any tier.

3. **Indemnification.**

- a. The Consultant must defend, indemnify, keep and hold harmless the Village, its elected and appointed officials, agents and employees from and against any and all Losses, including those related to:
- i. injury, death or damage of or to any person or property;
 - ii. any infringement or violation of any property right (including any patent, trademark or copyright);
 - iii. The Consultant's failure to perform or cause to be performed its covenants and obligations as and when required under this Agreement, including the Consultant's failure to perform its obligations to any subcontractor;
 - iv. injuries to or death of any employee of the Consultant or any of its subcontractors under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the Consultant's breach of this Agreement, errors or omissions in performing the Services or to the Consultant's negligent or otherwise wrongful acts or

omissions or those of its officers, agents, employees, subcontractors or licensees.

- b. The Consultant's obligations to indemnify, keep, and hold harmless the Village, its elected and appointed officials, and employees from and against any and all Losses excludes that portion of Losses caused by any act, error or omission on the part of the Village, or its elected and appointed official(s) or employee(s) if the Consultant's indemnification would violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.
- c. The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during the Consultant's performance of Services beyond the term. The Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the Village are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Section 2 of this Agreement.

4. **Compliance with Laws.**

- a. The Consultant will comply with all applicable federal and Illinois statutes, and local ordinances of the Village and shall operate within and uphold the ordinances, rules and regulations of the Village while engaged in services herein described:
- b. If any of the Services provided under this Agreement fall within the work classifications of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq., the Consultant must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties for the payment of workers with covered classifications.

5. **Sub-consultants and Assigns.**

The Consultant shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Village. All sub-consultants and all approvals of sub-consultants are, regardless of their form, considered conditioned upon performance by the subcontractor in accordance with the terms and conditions of this Agreement. If any subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Village, the Village has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by the Consultant personally or through any other Village-approved Sub-consultant.

All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement and provide that the Sub-consultants are subject to all the terms of this Agreement. The approval by the Village of the use of sub-consultants in the performance of the Services under this Agreement shall not operate to relieve the Consultant of any of its obligations or liabilities under this Agreement. The Consultant shall furnish upon request of the Village copy of any and all sub-consultant agreements pertaining to this Agreement

OBLIGATIONS OF THE VILLAGE

6. **Information.**

The Village will furnish the Consultant with such data, information and documents pertaining to or requested by the Consultant for the performance of Services under this Agreement to the extent it is available and in the possession of the Village. Information furnished by the Village in connection any project is for informational purposes only. The Consultant shall perform such verification

of data as may be needed to perform the Services required for the project, or alternately, shall recommend to the Village that various aspects of the information be verified in advance if deemed prudent by the Consultant

7. **Fees.**

For the performance by HR GREEN of the Services set forth above, the Village shall pay HR GREEN on the following basis of payment:

- a. Amount of (\$40,642.00) Fee. HR GREEN shall receive, as full payment for completing all Services required of HR GREEN under this Agreement, a fee consisting of payment for the Services at the hourly rate(s) attached as Attachment E (supplied by engineer) as well as the “not to exceed” amount of the approved proposal. Rates include all profit and overhead, including, but not limited to telephone, e-mail, and travel expenses. In addition, at no time, shall HR GREEN charge the Village for time spent on telephone calls and e-mails with the Village, or travel time. Any increase in said rates shall be approved by the Village Manager upon forty-five (45) days written notice from HR GREEN to the Village Manager.
- b. Reimbursable Expenses. Expenses reasonably and necessarily incurred for blueprints, outside copying charges, messenger, delivery Services, and consultant's fees shall be paid at 1.0 times the amount charged to HR GREEN.
- c. Payment of HR GREEN Fee. Upon receipt of monthly statements from HR GREEN payments for the Services performed shall be due and payable to HR GREEN within forty-five (45) days after approval by the Village. In the event the Village disputes the fees charged by HR GREEN, the 45-day payment period shall be suspended until such time as the parties come to an agreement as to the correct amount of

fee, however, all other non-disputed fees shall be paid within the 45-day payment period.

DEFAULT AND TERMINATION OF AGREEMENT

8. Events of Default.

The following constitute events of default by Consultant:

- a. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the Village, and
- b. Consultant's material failure to perform any of its obligations under this Agreement, including but not limited to failure to perform as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors, failure to timely cure defective performance upon written notice from the Village, and failure to comply with any other material term of this Agreement, including the provisions concerning insurance, indemnification and nondiscrimination.

9. Termination.

- a. **By Village.** The Village may terminate this Agreement with or without cause at any time by providing written notice to the Consultant. In the event of a termination for cause due to the Consultant's failure to perform in accordance with the terms of this Agreement, the Consultant shall be paid any sums otherwise due and owing under this Agreement only after the Village has completed the Services with other resources, and has deducted the cost of such Services, and any other damages payable to the Village from any contract balance otherwise due and owing to the Consultant under the Agreement.

- b. **By Consultant.** This Agreement may be terminated by HR GREEN, for any reason or no reason at all, upon thirty (30) days written notice to the Village. Upon such termination, HR GREEN, in accordance with this Section 9, shall make available to the Village, copies of all documents pertaining to Services performed by HR GREEN and shall be paid in for Services provided to the date of termination.
- c. In the event of a termination by other party without cause, the Consultant shall be paid for all Services performed through the date of termination, based on the percentage of Services completed (subject to applicable setoff rights), and the Consultant shall not be entitled to any other compensation or damages from the Village.
- d. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the Village.
- e. A termination by either party shall not relieve the Consultant of liability for the negligent acts or omissions of the Consultant, its employees, agents or contractors.

MISCELLANEOUS

10. **Reuse of Documents.**

All drawings, plans, specifications, documents, reports, data, renderings, models and other work provided as part of the Services under this Agreement (“project documents”) shall be the property of the Village. All project documents are intended for use on this project only. Any reuse by the Village, without specific written verification or adoption by HR GREEN, shall be at the Village's sole risk, and Village shall indemnify and hold harmless HR

GREEN from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

11. **Force Majure.**

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by acts of God, strikes, lockouts, terrorism, bomb threats, or other events beyond the control of such party that prevents such party from meeting its obligations under this Agreement.

12. **Suspension, Delay, or Interruption of Services.**

The Village may suspend, delay, or interrupt the Services of the Consultant for the convenience of the Village. In the event of such suspension, delay, or interruption, Termination of the Agreement or an equitable adjustment in the fee or schedule for the remaining Services can be requested by either party if overall delay from only these unforeseeable causes prevents completion of the Services for six (6) months after the specified completion date. The request for an adjustment must be made in writing after the six months have elapsed and only the Services remaining at that time shall be adjusted.

13. **Dispute Resolution.**

Any and all disputes arising in connection with this Agreement shall be resolved by binding arbitration in accordance with the construction rules of the American Arbitration Association or ADR Systems of America, LLC, , and any award made thereon shall be enforceable in any court of general jurisdiction. The exclusive venue for the administration of such arbitration shall be the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois. The parties agree to one arbitrator to resolve any arbitration proceeding. In the event that the claims or counterclaims arising from the controversy are less than \$10,000, exceed \$150,000 or in disputes involving non-monetary claims, the parties agree that the Village retains the right, at its sole discretion, to waive arbitration and file suit in the exclusive jurisdiction of the 22nd Judicial Circuit Court, McHenry County,

Illinois. Any award in favor of the Village the Consultant shall include the Village's reasonable attorney fees and costs incurred in any proceeding or arbitration, or otherwise incurred, to enforce the terms of this Agreement.

14. **Severability.**

The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it, which shall survive and remain in force and enforceable.

15. **Waiver.**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

16. **Independent Contractor.**

- a. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the Village. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the Village.
- b. This Agreement is between the Village and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship.

17. **Amendment.**

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of the Consultant and the Village or their respective successors and assigns. The Village incurs no liability for additional Services without a written amendment to this Agreement.

Whenever in this Agreement the Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to the Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin, unless expressly stated to otherwise in the written approval.

18. **Governing Law and Jurisdiction.**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of McHenry, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement, in accordance with the Dispute Resolution section of this Agreement.

19. **Authority.**

Consultant represents and warrants that it is authorized to enter into this Agreement and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement.

VILLAGE OF ALGONQUIN

By: Mr. John Schmitt, Village President

Signature: _____

Date of Execution: _____

DESIGN ENGINEERING FIRM

HR GREEN: HR GREEN

Accepted By: _____

Signature: _____

Date of Execution: _____





2019 - 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 with HR Green for the Phase 1 & 2 Design Services for the Lake South Drive Roadway Rehabilitation in the amount of \$28,832.00, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2019

APPROVED:

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VOA16-02-06B

This CONTRACT, made and entered into this 2nd day of April 2019, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 party of the first part, hereinafter referred to as the VILLAGE and **HR Green of 420 N. Front Street, Suite 100, McHenry, IL 60050** party of the second part, hereinafter referred to as the CONSULTANT.

WITNESSETH

Whereas, the VILLAGE has prepared a certain SCOPE OF SERVICES dated Thursday February 14th, 2019 for the Lake Drive South Roadway Rehabilitation project under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and proposal fully describe the terms and conditions upon which the CONSULTANT offers to perform all specified services (“Services”):

NOW, THEREFORE, IT IS AGREED:

1. That the VILLAGE hereby accepts the PROPOSAL of the CONSULTANT to perform the Services for the project in the Not To Exceed amount of \$28,832.00 (Twenty-eight Thousand, Eight Hundred Thirty-two Dollars, and Zero Cents).
2. That the CONSULTANT agrees to complete the SCOPE OF SERVICES.
3. That this Contract consists of the following component parts which are made a part of this Contract as fully and absolutely as if they were set out in detail in the Contract:
 - a. Request for Proposal dated February 14th, 2019
 - ~~b. Request for Proposal Addendum(s)~~
 - c. Engineering Consultant Agreement
 - d. Consultant’s Insurance Certificate(s) and required endorsements

Above components are complementary and what is called for by one shall be as binding as if called for by all.

4. The payments are to be made to the CONSULTANT in accordance with and subject to the provisions of this Contract
5. That this Contract is executed in 2 copies.

Continued on next page



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VOA16-02-06B

In Witness Whereof, the parties hereto have hereunto set their hands and seals the date first written above.

VILLAGE OF ALGONQUIN:

CONSULTANT:

By: _____
Mr. John Schmitt (Village President)

By: _____
(Signature)

(Print Name)

(Title)

ATTEST:

ATTEST:

By: _____
Gerald S. Kautz, Village Clerk

By: _____
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VOA16-02-06B

INSURANCE CERTIFICATE

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



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VOA16-02-06B

Engineering Consultant Agreement or **Amendment to Master Agreement**

ENGINEERING CONSULTANT AGREEMENT

This Agreement, made and entered into by and between the Village of Algonquin, Illinois (the "Village") and HR GREEN (the "Consultant"), has been prepared and executed to provide professional consulting engineering services. In consideration of the agreements made herein, the parties agree to the terms, provisions, and conditions as set forth in this Agreement.

OBLIGATIONS OF DESIGN ENGINEER

1. **Services**

The Scope of Services shall be as outlined in the attached approved proposal. The Village may make changes or approve changes within the Scope of Services in this Agreement. If such change materially affects the Consultant's cost or time required for performance of the Services, upon written request by the Consultant, the Village may equitably adjust the time or compensation through a written amendment to this Agreement.

2. **Insurance**

Consultant shall furnish and maintain in effect during the term of this Agreement the insurance coverage described below, which insurance shall be placed with insurance companies rated "A" or better by the current edition of Best's Key Rating Guide. Such insurance companies shall be authorized to do business in the State of Illinois.

a. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

i. **Worker's Compensation and Employers' Liability Insurance.**

Worker's Compensation or similar insurance in amounts and in form in accordance with all applicable statutory requirements, including Broad Form All States and Voluntary Compensation Endorsements, and

Employers Liability Insurance with limits of not less than \$500,000 per accident, \$500,000 per disease and \$1,000,000 policy limit on disease.

- ii. **A Commercial General Liability.** Commercial General Liability Insurance on an occurrence basis for the operations of the Consultant which shall include: bodily injury, property damage, personal injury, sickness, disease, products, completed operations, blanket contractual and broad form property damage coverage, with combined single limits of not less than \$2,000,000 per occurrence and in the aggregate. Consultant may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies.
- iii. **A Commercial Automobile Liability.** Automobile Liability Insurance to insure operations of all owned, non-owned, leased and hired motor vehicles. Limits of liability shall not be less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
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b. **Other Insurance Provisions.**

- i. **Additional Insured Coverage Endorsements.** The Commercial General Liability Insurance and Automobile Liability Insurance required by this Agreement shall name the Village, its employees and elected officials ("Additional Insureds"), as additional insureds with respect to the Consultant's operations under this Agreement pursuant

to a written endorsement with coverage at least as broad as that in either ISO Form CG 2033 or CG 2037. All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds.

- ii. **Subrogation; Cross liability Endorsements.** The Commercial General Liability Insurance and Automobile Liability Insurance shall contain waivers of any and all rights of subrogation against the Additional Insureds and cross liability or severability of interest endorsements.
- iii. **Evidence of Coverage.** - Before any services are provided pursuant to this Agreement the Village shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force, including the required amendatory endorsements. The Village shall be entitled to request, from time to time during the term of this Agreement, to be furnished with updated certificates of insurance evidencing that such coverages remain in full force and effect. Copies of insurance policies required by this Agreement shall be provided to the Village within seven (7) days of the Village's written request.
- iv. **Notice of Cancellation, Modification.** All insurance policies required by this Agreement shall not be canceled, permitted to lapse or substantially modified without thirty (30) days' prior written notice to the Village by the Consultant or its insurer(s).
- v. Compliance with the insurance requirements of this Agreement shall not be relieved by the Village's receipt or review of any copies of insurance policies or insurance certificates. No Insurance required or furnished hereunder shall in any way relieve the Consultant of or diminish any of his responsibilities, obligations, and liabilities under the Agreement

c. **Subcontractor Insurance.**

Each subcontractor and sub-subcontractor of any tier shall furnish Consultant, before commencing the Services under this Agreement, certificate of insurance evidencing compliance with the minimum requirements listed above. Each certificate will not be canceled or reduced without thirty (30) day's prior written notice to the Consultant, Consultant shall maintain a file of certificates of insurance received from each subcontractor and/or sub-subcontractors of any tier.

3. **Indemnification.**

- a. The Consultant must defend, indemnify, keep and hold harmless the Village, its elected and appointed officials, agents and employees from and against any and all Losses, including those related to:
- i. injury, death or damage of or to any person or property;
 - ii. any infringement or violation of any property right (including any patent, trademark or copyright);
 - iii. The Consultant's failure to perform or cause to be performed its covenants and obligations as and when required under this Agreement, including the Consultant's failure to perform its obligations to any subcontractor;
 - iv. injuries to or death of any employee of the Consultant or any of its subcontractors under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the Consultant's breach of this Agreement, errors or omissions in performing the Services or to the Consultant's negligent or otherwise wrongful acts or

omissions or those of its officers, agents, employees, subcontractors or licensees.

- b. The Consultant's obligations to indemnify, keep, and hold harmless the Village, its elected and appointed officials, and employees from and against any and all Losses excludes that portion of Losses caused by any act, error or omission on the part of the Village, or its elected and appointed official(s) or employee(s) if the Consultant's indemnification would violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.
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4. **Compliance with Laws.**

- a. The Consultant will comply with all applicable federal and Illinois statutes, and local ordinances of the Village and shall operate within and uphold the ordinances, rules and regulations of the Village while engaged in services herein described:
- b. If any of the Services provided under this Agreement fall within the work classifications of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq., the Consultant must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties for the payment of workers with covered classifications.

5. **Sub-consultants and Assigns.**

The Consultant shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Village. All sub-consultants and all approvals of sub-consultants are, regardless of their form, considered conditioned upon performance by the subcontractor in accordance with the terms and conditions of this Agreement. If any subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Village, the Village has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by the Consultant personally or through any other Village-approved Sub-consultant.

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OBLIGATIONS OF THE VILLAGE

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of data as may be needed to perform the Services required for the project, or alternately, shall recommend to the Village that various aspects of the information be verified in advance if deemed prudent by the Consultant

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For the performance by HR GREEN of the Services set forth above, the Village shall pay HR GREEN on the following basis of payment:

- a. Amount of (\$28,832.00) Fee. HR GREEN shall receive, as full payment for completing all Services required of HR GREEN under this Agreement, a fee consisting of payment for the Services at the hourly rate(s) attached as Attachment E (supplied by engineer) as well as the “not to exceed” amount of the approved proposal. Rates include all profit and overhead, including, but not limited to telephone, e-mail, and travel expenses. In addition, at no time, shall HR GREEN charge the Village for time spent on telephone calls and e-mails with the Village, or travel time. Any increase in said rates shall be approved by the Village Manager upon forty-five (45) days written notice from HR GREEN to the Village Manager.
- b. Reimbursable Expenses. Expenses reasonably and necessarily incurred for blueprints, outside copying charges, messenger, delivery Services, and consultant's fees shall be paid at 1.0 times the amount charged to HR GREEN.
- c. Payment of HR GREEN Fee. Upon receipt of monthly statements from HR GREEN payments for the Services performed shall be due and payable to HR GREEN within forty-five (45) days after approval by the Village. In the event the Village disputes the fees charged by HR GREEN, the 45-day payment period shall be suspended until such time as the parties come to an agreement as to the correct amount of

fee, however, all other non-disputed fees shall be paid within the 45-day payment period.

DEFAULT AND TERMINATION OF AGREEMENT

8. Events of Default.

The following constitute events of default by Consultant:

- a. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the Village, and
- b. Consultant's material failure to perform any of its obligations under this Agreement, including but not limited to failure to perform as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors, failure to timely cure defective performance upon written notice from the Village, and failure to comply with any other material term of this Agreement, including the provisions concerning insurance, indemnification and nondiscrimination.

9. Termination.

- a. **By Village.** The Village may terminate this Agreement with or without cause at any time by providing written notice to the Consultant. In the event of a termination for cause due to the Consultant's failure to perform in accordance with the terms of this Agreement, the Consultant shall be paid any sums otherwise due and owing under this Agreement only after the Village has completed the Services with other resources, and has deducted the cost of such Services, and any other damages payable to the Village from any contract balance otherwise due and owing to the Consultant under the Agreement.

- b. **By Consultant.** This Agreement may be terminated by HR GREEN, for any reason or no reason at all, upon thirty (30) days written notice to the Village. Upon such termination, HR GREEN, in accordance with this Section 9, shall make available to the Village, copies of all documents pertaining to Services performed by HR GREEN and shall be paid in for Services provided to the date of termination.
- c. In the event of a termination by other party without cause, the Consultant shall be paid for all Services performed through the date of termination, based on the percentage of Services completed (subject to applicable setoff rights), and the Consultant shall not be entitled to any other compensation or damages from the Village.
- d. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the Village.
- e. A termination by either party shall not relieve the Consultant of liability for the negligent acts or omissions of the Consultant, its employees, agents or contractors.

MISCELLANEOUS

10. **Reuse of Documents.**

All drawings, plans, specifications, documents, reports, data, renderings, models and other work provided as part of the Services under this Agreement (“project documents”) shall be the property of the Village. All project documents are intended for use on this project only. Any reuse by the Village, without specific written verification or adoption by HR GREEN, shall be at the Village's sole risk, and Village shall indemnify and hold harmless HR

GREEN from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

11. **Force Majure.**

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by acts of God, strikes, lockouts, terrorism, bomb threats, or other events beyond the control of such party that prevents such party from meeting its obligations under this Agreement.

12. **Suspension, Delay, or Interruption of Services.**

The Village may suspend, delay, or interrupt the Services of the Consultant for the convenience of the Village. In the event of such suspension, delay, or interruption, Termination of the Agreement or an equitable adjustment in the fee or schedule for the remaining Services can be requested by either party if overall delay from only these unforeseeable causes prevents completion of the Services for six (6) months after the specified completion date. The request for an adjustment must be made in writing after the six months have elapsed and only the Services remaining at that time shall be adjusted.

13. **Dispute Resolution.**

Any and all disputes arising in connection with this Agreement shall be resolved by binding arbitration in accordance with the construction rules of the American Arbitration Association or ADR Systems of America, LLC, , and any award made thereon shall be enforceable in any court of general jurisdiction. The exclusive venue for the administration of such arbitration shall be the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois. The parties agree to one arbitrator to resolve any arbitration proceeding. In the event that the claims or counterclaims arising from the controversy are less than \$10,000, exceed \$150,000 or in disputes involving non-monetary claims, the parties agree that the Village retains the right, at its sole discretion, to waive arbitration and file suit in the exclusive jurisdiction of the 22nd Judicial Circuit Court, McHenry County,

Illinois. Any award in favor of the Village the Consultant shall include the Village's reasonable attorney fees and costs incurred in any proceeding or arbitration, or otherwise incurred, to enforce the terms of this Agreement.

14. **Severability.**

The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it, which shall survive and remain in force and enforceable.

15. **Waiver.**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

16. **Independent Contractor.**

- a. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the Village. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the Village.
- b. This Agreement is between the Village and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship.

17. **Amendment.**

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of the Consultant and the Village or their respective successors and assigns. The Village incurs no liability for additional Services without a written amendment to this Agreement.

Whenever in this Agreement the Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to the Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin, unless expressly stated to otherwise in the written approval.

18. **Governing Law and Jurisdiction.**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of McHenry, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement, in accordance with the Dispute Resolution section of this Agreement.

19. **Authority.**

Consultant represents and warrants that it is authorized to enter into this Agreement and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement.

VILLAGE OF ALGONQUIN

By: Mr. John Schmitt, Village President

Signature: _____

Date of Execution: _____



DESIGN ENGINEERING FIRM

HR GREEN: HR GREEN

Accepted By: _____

Signature: _____

Date of Execution: _____



2019 - 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 with HR Green for the Phase 2 Design Services for the Scott, Schuett, and Souwanas Roadway Reconstruction in the amount of \$67,193.00, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2019

APPROVED:

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VOA16-07-07B

This CONTRACT, made and entered into this 2nd day of April 2019, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 party of the first part, hereinafter referred to as the VILLAGE and **HR Green of 420 N. Front Street, Suite 100, McHenry, IL 60050** party of the second part, hereinafter referred to as the CONSULTANT.

WITNESSETH

Whereas, the VILLAGE has prepared a certain SCOPE OF SERVICES dated Thursday February 14th, 2019 for the Scott, Souwanas, & Schuett Roadway Rehabilitation IMS project under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and proposal fully describe the terms and conditions upon which the CONSULTANT offers to perform all specified services (“Services”):

NOW, THEREFORE, IT IS AGREED:

1. That the VILLAGE hereby accepts the PROPOSAL of the CONSULTANT to perform the Services for the project in the Not To Exceed amount of \$67,193.00 (Sixty-seven Thousand, One Hundred Ninety-three Dollars, and Zero Cents).
2. That the CONSULTANT agrees to complete the SCOPE OF SERVICES.
3. That this Contract consists of the following component parts which are made a part of this Contract as fully and absolutely as if they were set out in detail in the Contract:
 - a. Request for Proposal dated February 14th, 2019
 - ~~b. Request for Proposal Addendum(s)~~
 - c. Engineering Consultant Agreement
 - d. Consultant’s Insurance Certificate(s) and required endorsements

Above components are complementary and what is called for by one shall be as binding as if called for by all.

4. The payments are to be made to the CONSULTANT in accordance with and subject to the provisions of this Contract
5. That this Contract is executed in 2 copies.

Continued on next page



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VOA16-07-07B

In Witness Whereof, the parties hereto have hereunto set their hands and seals the date first written above.

VILLAGE OF ALGONQUIN:

CONSULTANT:

By: _____
Mr. John Schmitt (Village President)

By: _____
(Signature)

(Print Name)

(Title)

ATTEST:

ATTEST:

By: _____
Gerald S. Kautz, Village Clerk

By: _____
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin
The Gem of the Fox River Valley

CONTRACT
PROJECT NO. VOA16-07-07B

INSURANCE CERTIFICATE

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



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VOA16-07-07B

Engineering Consultant Agreement or Amendment to Master Agreement

ENGINEERING CONSULTANT AGREEMENT

This Agreement, made and entered into by and between the Village of Algonquin, Illinois (the "Village") and HR GREEN (the "Consultant"), has been prepared and executed to provide professional consulting engineering services. In consideration of the agreements made herein, the parties agree to the terms, provisions, and conditions as set forth in this Agreement.

OBLIGATIONS OF DESIGN ENGINEER

1. **Services**

The Scope of Services shall be as outlined in the attached approved proposal. The Village may make changes or approve changes within the Scope of Services in this Agreement. If such change materially affects the Consultant's cost or time required for performance of the Services, upon written request by the Consultant, the Village may equitably adjust the time or compensation through a written amendment to this Agreement.

2. **Insurance**

Consultant shall furnish and maintain in effect during the term of this Agreement the insurance coverage described below, which insurance shall be placed with insurance companies rated "A" or better by the current edition of Best's Key Rating Guide. Such insurance companies shall be authorized to do business in the State of Illinois.

a. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

i. **Worker's Compensation and Employers' Liability Insurance.**

Worker's Compensation or similar insurance in amounts and in form in accordance with all applicable statutory requirements, including Broad Form All States and Voluntary Compensation Endorsements, and

Employers Liability Insurance with limits of not less than \$500,000 per accident, \$500,000 per disease and \$1,000,000 policy limit on disease.

- ii. **A Commercial General Liability.** Commercial General Liability Insurance on an occurrence basis for the operations of the Consultant which shall include: bodily injury, property damage, personal injury, sickness, disease, products, completed operations, blanket contractual and broad form property damage coverage, with combined single limits of not less than \$2,000,000 per occurrence and in the aggregate. Consultant may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies.
- iii. **A Commercial Automobile Liability.** Automobile Liability Insurance to insure operations of all owned, non-owned, leased and hired motor vehicles. Limits of liability shall not be less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- iv. **Professional Liability Insurance.** Professional Liability Errors and Omissions Insurance, including contractual liability coverage, for all claims the Consultant shall become legally obligated to pay resulting from any negligent act, error or omission related to the Consultant's professional services required under this Agreement, with limits of not less than \$1,000,000 per occurrence and in the aggregate. This policy shall remain in effect during the term of this Agreement and for three (3) years after final completion of the Services. The deductible for this coverage shall not exceed \$50,000.

b. **Other Insurance Provisions.**

- i. **Additional Insured Coverage Endorsements.** The Commercial General Liability Insurance and Automobile Liability Insurance required by this Agreement shall name the Village, its employees and elected officials ("Additional Insureds"), as additional insureds with respect to the Consultant's operations under this Agreement pursuant

to a written endorsement with coverage at least as broad as that in either ISO Form CG 2033 or CG 2037. All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds.

- ii. **Subrogation; Cross liability Endorsements.** The Commercial General Liability Insurance and Automobile Liability Insurance shall contain waivers of any and all rights of subrogation against the Additional Insureds and cross liability or severability of interest endorsements.
- iii. **Evidence of Coverage.** - Before any services are provided pursuant to this Agreement the Village shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force, including the required amendatory endorsements. The Village shall be entitled to request, from time to time during the term of this Agreement, to be furnished with updated certificates of insurance evidencing that such coverages remain in full force and effect. Copies of insurance policies required by this Agreement shall be provided to the Village within seven (7) days of the Village's written request.
- iv. **Notice of Cancellation, Modification.** All insurance policies required by this Agreement shall not be canceled, permitted to lapse or substantially modified without thirty (30) days' prior written notice to the Village by the Consultant or its insurer(s).
- v. Compliance with the insurance requirements of this Agreement shall not be relieved by the Village's receipt or review of any copies of insurance policies or insurance certificates. No Insurance required or furnished hereunder shall in any way relieve the Consultant of or diminish any of his responsibilities, obligations, and liabilities under the Agreement

c. **Subcontractor Insurance.**

Each subcontractor and sub-subcontractor of any tier shall furnish Consultant, before commencing the Services under this Agreement, certificate of insurance evidencing compliance with the minimum requirements listed above. Each certificate will not be canceled or reduced without thirty (30) day's prior written notice to the Consultant, Consultant shall maintain a file of certificates of insurance received from each subcontractor and/or sub-subcontractors of any tier.

3. **Indemnification.**

- a. The Consultant must defend, indemnify, keep and hold harmless the Village, its elected and appointed officials, agents and employees from and against any and all Losses, including those related to:
- i. injury, death or damage of or to any person or property;
 - ii. any infringement or violation of any property right (including any patent, trademark or copyright);
 - iii. The Consultant's failure to perform or cause to be performed its covenants and obligations as and when required under this Agreement, including the Consultant's failure to perform its obligations to any subcontractor;
 - iv. injuries to or death of any employee of the Consultant or any of its subcontractors under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the Consultant's breach of this Agreement, errors or omissions in performing the Services or to the Consultant's negligent or otherwise wrongful acts or

omissions or those of its officers, agents, employees, subcontractors or licensees.

- b. The Consultant's obligations to indemnify, keep, and hold harmless the Village, its elected and appointed officials, and employees from and against any and all Losses excludes that portion of Losses caused by any act, error or omission on the part of the Village, or its elected and appointed official(s) or employee(s) if the Consultant's indemnification would violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.
- c. The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during the Consultant's performance of Services beyond the term. The Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the Village are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Section 2 of this Agreement.

4. **Compliance with Laws.**

- a. The Consultant will comply with all applicable federal and Illinois statutes, and local ordinances of the Village and shall operate within and uphold the ordinances, rules and regulations of the Village while engaged in services herein described:
- b. If any of the Services provided under this Agreement fall within the work classifications of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq., the Consultant must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties for the payment of workers with covered classifications.

5. **Sub-consultants and Assigns.**

The Consultant shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Village. All sub-consultants and all approvals of sub-consultants are, regardless of their form, considered conditioned upon performance by the subcontractor in accordance with the terms and conditions of this Agreement. If any subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Village, the Village has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by the Consultant personally or through any other Village-approved Sub-consultant.

All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement and provide that the Sub-consultants are subject to all the terms of this Agreement. The approval by the Village of the use of sub-consultants in the performance of the Services under this Agreement shall not operate to relieve the Consultant of any of its obligations or liabilities under this Agreement. The Consultant shall furnish upon request of the Village copy of any and all sub-consultant agreements pertaining to this Agreement

OBLIGATIONS OF THE VILLAGE

6. **Information.**

The Village will furnish the Consultant with such data, information and documents pertaining to or requested by the Consultant for the performance of Services under this Agreement to the extent it is available and in the possession of the Village. Information furnished by the Village in connection any project is for informational purposes only. The Consultant shall perform such verification

of data as may be needed to perform the Services required for the project, or alternately, shall recommend to the Village that various aspects of the information be verified in advance if deemed prudent by the Consultant

7. **Fees.**

For the performance by HR GREEN of the Services set forth above, the Village shall pay HR GREEN on the following basis of payment:

- a. Amount of (\$67,193.00) Fee. HR GREEN shall receive, as full payment for completing all Services required of HR GREEN under this Agreement, a fee consisting of payment for the Services at the hourly rate(s) attached as Attachment E (supplied by engineer) as well as the “not to exceed” amount of the approved proposal. Rates include all profit and overhead, including, but not limited to telephone, e-mail, and travel expenses. In addition, at no time, shall HR GREEN charge the Village for time spent on telephone calls and e-mails with the Village, or travel time. Any increase in said rates shall be approved by the Village Manager upon forty-five (45) days written notice from HR GREEN to the Village Manager.
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- c. Payment of HR GREEN Fee. Upon receipt of monthly statements from HR GREEN payments for the Services performed shall be due and payable to HR GREEN within forty-five (45) days after approval by the Village. In the event the Village disputes the fees charged by HR GREEN, the 45-day payment period shall be suspended until such time as the parties come to an agreement as to the correct amount of

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The following constitute events of default by Consultant:

- a. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the Village, and
- b. Consultant's material failure to perform any of its obligations under this Agreement, including but not limited to failure to perform as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors, failure to timely cure defective performance upon written notice from the Village, and failure to comply with any other material term of this Agreement, including the provisions concerning insurance, indemnification and nondiscrimination.

9. Termination.

- a. **By Village.** The Village may terminate this Agreement with or without cause at any time by providing written notice to the Consultant. In the event of a termination for cause due to the Consultant's failure to perform in accordance with the terms of this Agreement, the Consultant shall be paid any sums otherwise due and owing under this Agreement only after the Village has completed the Services with other resources, and has deducted the cost of such Services, and any other damages payable to the Village from any contract balance otherwise due and owing to the Consultant under the Agreement.

- b. **By Consultant.** This Agreement may be terminated by HR GREEN, for any reason or no reason at all, upon thirty (30) days written notice to the Village. Upon such termination, HR GREEN, in accordance with this Section 9, shall make available to the Village, copies of all documents pertaining to Services performed by HR GREEN and shall be paid in for Services provided to the date of termination.
- c. In the event of a termination by other party without cause, the Consultant shall be paid for all Services performed through the date of termination, based on the percentage of Services completed (subject to applicable setoff rights), and the Consultant shall not be entitled to any other compensation or damages from the Village.
- d. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the Village.
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MISCELLANEOUS

10. **Reuse of Documents.**

All drawings, plans, specifications, documents, reports, data, renderings, models and other work provided as part of the Services under this Agreement (“project documents”) shall be the property of the Village. All project documents are intended for use on this project only. Any reuse by the Village, without specific written verification or adoption by HR GREEN, shall be at the Village's sole risk, and Village shall indemnify and hold harmless HR

GREEN from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

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Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by acts of God, strikes, lockouts, terrorism, bomb threats, or other events beyond the control of such party that prevents such party from meeting its obligations under this Agreement.

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The Village may suspend, delay, or interrupt the Services of the Consultant for the convenience of the Village. In the event of such suspension, delay, or interruption, Termination of the Agreement or an equitable adjustment in the fee or schedule for the remaining Services can be requested by either party if overall delay from only these unforeseeable causes prevents completion of the Services for six (6) months after the specified completion date. The request for an adjustment must be made in writing after the six months have elapsed and only the Services remaining at that time shall be adjusted.

13. **Dispute Resolution.**

Any and all disputes arising in connection with this Agreement shall be resolved by binding arbitration in accordance with the construction rules of the American Arbitration Association or ADR Systems of America, LLC, , and any award made thereon shall be enforceable in any court of general jurisdiction. The exclusive venue for the administration of such arbitration shall be the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois. The parties agree to one arbitrator to resolve any arbitration proceeding. In the event that the claims or counterclaims arising from the controversy are less than \$10,000, exceed \$150,000 or in disputes involving non-monetary claims, the parties agree that the Village retains the right, at its sole discretion, to waive arbitration and file suit in the exclusive jurisdiction of the 22nd Judicial Circuit Court, McHenry County,

Illinois. Any award in favor of the Village the Consultant shall include the Village's reasonable attorney fees and costs incurred in any proceeding or arbitration, or otherwise incurred, to enforce the terms of this Agreement.

14. **Severability.**

The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it, which shall survive and remain in force and enforceable.

15. **Waiver.**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

16. **Independent Contractor.**

- a. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the Village. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the Village.
- b. This Agreement is between the Village and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship.

17. **Amendment.**

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of the Consultant and the Village or their respective successors and assigns. The Village incurs no liability for additional Services without a written amendment to this Agreement.

Whenever in this Agreement the Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to the Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin, unless expressly stated to otherwise in the written approval.

18. **Governing Law and Jurisdiction.**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of McHenry, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement, in accordance with the Dispute Resolution section of this Agreement.

19. **Authority.**

Consultant represents and warrants that it is authorized to enter into this Agreement and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement.

VILLAGE OF ALGONQUIN

By: Mr. John Schmitt, Village President

Signature: _____

Date of Execution: _____

DESIGN ENGINEERING FIRM

HR GREEN: HR GREEN

Accepted By: _____

Signature: _____

Date of Execution: _____





Village of Algonquin

The Gem of the Fox River Valley

March 28, 2019

Village President and Board of Trustees:

The List of Bills dated 4/2/19, payroll expenses, and insurance premiums totaling \$1,017,326.30 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.

Christopher B. Burke	\$ 25,615.00	Harnish Drive Section 1
H R Green, Inc.	7,876.84	Kelliher Park Parking Lot
Trotter & Associates, Inc.	8,895.38	Downtown Streetscape Stage 3
True North Consultants, Inc.	32,380.00	Downtown Streetscape Stage 3
United Meters, Inc.	30,391.00	Meter Installations

Please note:

The 3/31/19 payroll expenses totaled \$550,236.54.

April 2019 insurance premiums to IPBC totaled \$156,101.55.

Tim Schloneger
Village Manager

TS/mjn

Village of Algonquin

List of Bills 4/2/2019

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ANDREW DYKSTRA					
UNIFORM REIMBURSEMENT-PATCHES	15.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2/8/19 UNIFORM PURCH	20190164
	Vendor Total: \$15.00				
ANTHONY P WIRTZ					
UNIFORMS - HONOR GUARD	240.80	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	329850	20190169
	Vendor Total: \$240.80				
ARAMARK UNIFORM SERVICES					
MAT SERVICES PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591767172	28190007
MAT SERVICES PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591775257	28190007
MAT SERVICES GSA	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591767168	28190007
MAT SERVICES GSA	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591775254	28190007
MAT SERVICES WWTP	30.39	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591767169	28190007
MAT SERVICES PW	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591767171	28190007
MAT SERVICES PW	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591775256	28190007
SHOP TOWELS	25.24	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1591767170	29190003
SHOP TOWELS	25.24	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1591775255	29190003
UNIFORMS - UTILITIES	58.65	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	1591775261	40190344
UNIFORMS - UTILITIES	58.65	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1591775261	40190344
UNIFORMS - UTILITIES	58.90	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	1591767176	40190344
UNIFORMS - UTILITIES	58.90	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1591767176	40190344
UNIFORMS - GENERAL SERVICES	62.72	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	1591767175	10190456
UNIFORMS - GENERAL SERVICES	62.72	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	1591775260	10190456

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		GENERAL SERVICES PW - EXPENSE			
UNIFORMS - GENERAL SERVICES	78.53	UNIFORMS & SAFETY ITEMS	01500300-47760-	1591767174	10190456
		GENERAL SERVICES PW - EXPENSE			
UNIFORMS - GENERAL SERVICES	78.53	UNIFORMS & SAFETY ITEMS	01500300-47760-	1591775259	10190456
		SEWER OPER - EXPENSE W&S BUSI			
UNIFORMS - WATER/SEWER	33.75	UNIFORMS & SAFETY ITEMS	07800400-47760-	1591767177	70190005
		WATER OPER - EXPENSE W&S BUSI			
UNIFORMS - WATER/SEWER	33.75	UNIFORMS & SAFETY ITEMS	07700400-47760-	1591767177	70190005
		SEWER OPER - EXPENSE W&S BUSI			
UNIFORMS - WATER/SEWER	33.75	UNIFORMS & SAFETY ITEMS	07800400-47760-	1591775262	70190005
		WATER OPER - EXPENSE W&S BUSI			
UNIFORMS - WATER/SEWER	33.75	UNIFORMS & SAFETY ITEMS	07700400-47760-	1591775262	70190005
		SEWER OPER - EXPENSE W&S BUSI			
UNIFORMS - WWTP	47.74	UNIFORMS & SAFETY ITEMS	07800400-47760-	1591767173	70190006
		SEWER OPER - EXPENSE W&S BUSI			
UNIFORMS - WWTP	47.74	UNIFORMS & SAFETY ITEMS	07800400-47760-	1591775258	70190006
	Vendor Total: \$1,042.97				
ATLAS BOBCAT LLC					
		VEHICLE MAINT. BALANCE SHEET			
PIVOT PIN/BOLT/NUT/OIL SEAL/AIR FILTER	309.14	INVENTORY	29-14220-	BN9096	29190146
		VEHICLE MAINT. BALANCE SHEET			
RACK	491.04	INVENTORY	29-14220-	BN8597	29190146
	Vendor Total: \$800.18				
BIOREM ENVIRONMENTAL INC					
		SEWER OPER - EXPENSE W&S BUSI			
HEATER	2,405.86	MAINT - TREATMENT FACILITY	07800400-44412-	0015155-IN	70190347
	Vendor Total: \$2,405.86				
BONNELL INDUSTRIES INC					
		VEHICLE MAINT. BALANCE SHEET			
COVER PLATES	145.88	INVENTORY	29-14220-	0186316-IN	29190158
		VEHICLE MAINT. BALANCE SHEET			
FLOW METER SENSOR	553.57	INVENTORY	29-14220-	0186475-IN	29190158
		VEHICLE MAINT. BALANCE SHEET			
CONTROL BOX	3,002.35	INVENTORY	29-14220-	0186541-IN	29190158
	Vendor Total: \$3,701.80				
BRANIFF COMMUNICATIONS INC					
		POLICE - EXPENSE PUB SAFETY			
WARNING SIREN REPAIR	483.30	EMERGENCY SERVICE DISASTER	01200200-47730-	0032072	20190167
	Vendor Total: \$483.30				
CHICAGO PARTS & SOUND LLC					
		VEHICLE MAINT. BALANCE SHEET			
LED LIGHT	278.95	INVENTORY	29-14220-	2-0000311	29190148

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$278.95					
CHRISTOPHER B BURKE ENG LTD					
RATT CREEK UTILITY RELOCATION	300.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-	149015	40190368
SLEEPY HOLLOW ROAD CONSTRUCTION	7,158.75	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1983	149021	40190374
TERRACE HILL PHASE 2 ENGINEERING	8,903.75	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1632	149020	40190369
DOWNTOWN STREETScape STAGE 3	16,406.92	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1991	149017	40190372
HARNISH DRIVE SECTION 1	25,615.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1832	149016	40190373
Vendor Total: \$58,384.42					
COMCAST CABLE COMMUNICATION					
4/1/19-4/30/19 POLICE DEPARTMENT	4.20	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10190021
3/22/19-4/21/19 HVH	106.85	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10190023
3/14/19-4/13/19 POOL	106.85	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10190024
3/11/19-4/10/19 WTP #1	146.85	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0436950	10190027
3/12/19-4/11/19 WTP #3	146.85	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0443121	10190026
Vendor Total: \$511.60					
COMMONWEALTH EDISON					
2/13/19-3/14/19 HUNTINGTON BOOSTER	37.44	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0101073045	70190014
2/13/19-3/14/19 HUNTINGTON BOOSTER	456.19	ELECTRIC	07700400-42212-	0101073045	70190014
2/14/19-3/15/19 WELL #901 SANDBLOOM RD	567.91	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0112085088	70190225
2/13/19-3/14/19 WILBRANDT REAR TOWER	48.47	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	0249109037	10190003
2/13/19-3/14/19 5625 EDGEWOOD	23.29	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	0254089033	50190107
2/13/19-3/14/19 HANSON TOWER	285.11	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1697161042	70190315
2/13/19-3/14/19 SPRINGHILL AT COUNTYLINE	80.91	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2079003028	70190022
2/13/19-3/14/19 JACOBS TOWER	175.43	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2355094078	70190017
2/13/19-3/14/19 LOWE DRIVE LS	68.27	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3027111096	70190020

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		GENERAL SERVICES PW - EXPENSE			
2/13/19-3/14/19 DOWNTOWN CHARGING ST	127.23	ELECTRIC	01500300-42212-	3139139140	50190180
		SEWER OPER - EXPENSE W&S BUSI			
2/13/19-3/14/19 N RIVER RD LS	132.13	ELECTRIC	07800400-42212-	3153024057	70190316
		GENERAL SERVICES PW - EXPENSE			
2/13/19-3/14/19 STREET LIGHTS	885.08	ELECTRIC	01500300-42212-	4473011035	50190006
		SEWER OPER - EXPENSE W&S BUSI			
2/13/19-3/14/19 BRITTANY HILLS LS	53.97	ELECTRIC	07800400-42212-	4483077090	70190021
		WATER OPER - EXPENSE W&S BUSI			
2/13/19-3/14/19 COPPER OAKS TOWER	213.16	ELECTRIC	07700400-42212-	4777074007	70190314
		WATER OPER - EXPENSE W&S BUSI			
2/7/19-3/8/19 WELL #13	343.37	ELECTRIC	07700400-42212-	5151039132	70190012
		SEWER OPER - EXPENSE W&S BUSI			
2/13/19-3/14/19 N HARRISON ST LS	179.89	ELECTRIC	07800400-42212-	5239103091	70190036
		SEWER OPER - EXPENSE W&S BUSI			
2/13/19-3/14/19 RIVERFRONT LS	180.78	ELECTRIC	07800400-42212-	5743051108	70190019
		WATER OPER - EXPENSE W&S BUSI			
2/13/19-3/14/19 HILLSIDE BOOSTER	221.54	ELECTRIC	07700400-42212-	5743093053	70190313
Vendor Total: \$4,080.17					
COMMUNICATION REVOLVING FUND					
		POLICE - EXPENSE PUB SAFETY			
COMMUNICATIONS CHARGES-FEBRUARY	4.50	EQUIPMENT RENTAL	01200200-42270-	T1924737	20190013
Vendor Total: \$4.50					
COMPLETE CLEANING CO INC					
		BUILDING MAINT. BALANCE SHEET			
GMC SHAMPOO/STEAM/DEODORIZE	700.00	OUTSOURCED INVENTORY	28-14240-	AW05010	28190106
		BUILDING MAINT. BALANCE SHEET			
CLEANING SERVICES HVH	476.00	OUTSOURCED INVENTORY	28-14240-	C09568	28190028
		BUILDING MAINT. BALANCE SHEET			
CLEANING SERVICES WWTP	633.00	OUTSOURCED INVENTORY	28-14240-	C09565	28190028
		BUILDING MAINT. BALANCE SHEET			
CLEANING SERVICES PW	1,134.00	OUTSOURCED INVENTORY	28-14240-	C09566	28190028
		BUILDING MAINT. BALANCE SHEET			
CLEANING SERVICES GMC	2,182.00	OUTSOURCED INVENTORY	28-14240-	C09567	28190028
		BUILDING MAINT. BALANCE SHEET			
CLEAN 5615 EDGEWOOD HOUSE	425.00	OUTSOURCED INVENTORY	28-14240-	AW05110	28190111
Vendor Total: \$5,550.00					
CONSTELLATION NEWENERGY INC					
		SEWER OPER - EXPENSE W&S BUSI			
2/12/19-3/13/19 WOODS CREEK LS	763.59	ELECTRIC	07800400-42212-	0107108145	70190039
Vendor Total: \$763.59					
CONTEGRA INC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FLOAT SWITCH	521.15	SEWER OPER - EXPENSE W&S BUSI MAINT - LIFT STATION	07800400-44414-	39537	70190337
	Vendor Total: \$521.15				
CORE & MAIN LP					
METER SUPPLIES	1,515.47	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	K254571	70190348
	Vendor Total: \$1,515.47				
DIRECT ENERGY MARKETING INC					
2/14/19-3/15/19 599 LONGWOOD	70.57	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	190780037788894	10190290
2/14/19-3/15/19 ALGONQUIN SHORE LS	317.52	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	190780037788888	70190043
2/14/19-3/15/19 ALGONQUIN SHORE LS	775.78	ELECTRIC	07800400-42212-	190780037788888	70190043
2/13/19-3/14/19 BRAEWOOD LS	1,492.22	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	190780037788889	70190045
2/13/19-3/14/19 CARY BOOSTER	958.28	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	190780037788890	70190331
2/13/19-3/14/19 COUNTRYSIDE BOOSTER	388.67	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	190780037788893	70190330
2/12/19-3/13/19 GRAND RESERVE	1,004.98	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	190770037776915	70190329
2/13/19-3/13/19 WWTP	19,926.85	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	190780037788884	70190042
2/13/19-3/13/19 WTP #1	3,425.86	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	190780037788885	70190028
2/13/19-3/14/19 WTP #2	5,401.55	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	190780037788887	70190029
2/7/19-3/7/19 WTP #3	2,654.67	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	190710037711779	70190030
2/13/19-3/13/19 WELL 7 & 11	3,302.51	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	190780037788886	70190031
2/13/19-3/14/19 WELL 9	1,460.18	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	190780037788891	70190032
2/7/19-3/8/19 WELL 15	1,093.52	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	190710037711780	70190033
2/13/19-3/14/19 ZANGE BOOSTER	529.37	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	190780037788892	70190035
	Vendor Total: \$42,802.53				
EVOQUA WATER TECHNOLOGIES LLC					
WTP3 - O-RING	97.04	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	903921318	70190350
	Vendor Total: \$97.04				

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
EXXON MOBIL					
GAS FOR SQUADS	28.25	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	7187859226125291903	10190287
	Vendor Total: \$28.25				
FIRST MIDWEST BANK					
SUBPOENAED DOCUMENTS	18.08	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	03/11/2019	10190455
	Vendor Total: \$18.08				
FISHER AUTO PARTS INC					
RETURNED OIL FILTER	-3.81	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476643	29190021
CORE BATTERY DEPOSIT REFUND	-54.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-477029	29190021
CORE BATTERY DEPOSIT REFUND	-54.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476423	29190021
OIL FILTER	3.03	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476872	29190021
OIL FILTER	17.65	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476264	29190021
SUSPENSION STABILIZER BAR LINK	29.20	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476383	29190021
OIL FILTER	39.20	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476328	29190021
OIL FILTER	39.20	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476598	29190021
OIL FILTERS/AIR FILTERS	80.39	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476226	29190021
DISC BRAKE PADS & ROTORS	105.08	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476391	29190021
BATTERY	120.69	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-475884	29190021
OIL FILTER/FUEL FILTER/OIL	148.53	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476715	29190021
BATTERY	426.24	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-476997	29190021
	Vendor Total: \$897.40				
FRESHCOAT PAINTING INC					
CONF ROOM REPAIR DRYWALL/PAINT	675.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	12146	28190110
	Vendor Total: \$675.00				
GENERAL PARTS DISTRIBUTION LLC					
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BRAKE CLEANER	176.32	INVENTORY	29-14220-	2045-646158	29190067
Vendor Total: \$176.32					
GLOBAL EQUIPMENT COMPANY					
EXIT SIGN/COMBO LIGHT	170.99	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	113907360	70190343
Vendor Total: \$170.99					
GOVTEMPSUSA LLC					
2/25/19-3/10/19 - RADELOFF	882.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	2738738	10190391
2/25/19-3/10/19 - RADELOFF	189.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2738738	10190391
2/25/19-3/10/19 - RADELOFF	189.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2738738	10190391
2/25/19-3/10/19 NORTILLO	2,205.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2738738	30190009
Vendor Total: \$3,465.00					
GRAINGER					
PLASTIC SCRAPER BLADE	8.35	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9118345165	28190027
VACUUM BREAKER KIT	24.48	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9114704258	28190027
TAPE	67.61	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9112820247	28190027
WASP & HORNET KILLER	96.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9114704241	28190027
PLEATED FILTER	108.96	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9114704233	28190027
SENSOR ASSEMBLY	260.80	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9114704225	28190027
Vendor Total: \$566.20					
H R GREEN INC					
SOUWANAS CREEK RESTORATION SEC 2	1,660.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1842	125244	40190366
KELLIHER PARK PARKING LOT	7,876.84	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICES	06900300-42232-	3-124998	40190367
Vendor Total: \$9,536.84					
HALOGEN SUPPLY CO					
DIVING BOARD REFINISH KIT	89.46	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	00531108	28190009
Vendor Total: \$89.46					
HAYES INDUSTRIES					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		STREET IMPROV- EXPENSE PUBWRKS			
DOWNTOWN STREETScape STAGE 1A	467.00	CAPITAL IMPROVEMENTS	04900300-45593-S1863	48627	40190363
		STREET IMPROV- EXPENSE PUBWRKS			
DOWNTOWN STREETScape STAGE 1A	1,593.19	CAPITAL IMPROVEMENTS	04900300-45593-S1863	48577	40190363
	Vendor Total: \$2,060.19				
HENRYKA BROOKS					
		RECREATION - EXPENSE GEN GOV			
M BROOKS/NISRA/WINTER/SPRING 2019	120.00	PROFESSIONAL SERVICES	01101100-42234-	NISRA W/S 2019	
	Vendor Total: \$120.00				
HERITAGE TITLE COMPANY					
		STREET IMPROV- EXPENSE PUBWRKS			
107 W ALGONQUIN TITLE INSURANCE	2,330.40	LAND ACQUISITION	04900300-45595-	117691	10190454
	Vendor Total: \$2,330.40				
HEY & ASSOCIATES INC					
		PARK IMPR - EXPENSE PUB WORKS			
NATURAL AREAS MANAGEMENT	5,400.00	INFRASTRUCTURE MAINT IMPROV	06900300-43370-	18-0273-9968	40190365
	Vendor Total: \$5,400.00				
IL STATE POLICE BUREAU OF IDENTIFICATION					
		GEN FUND REVENUE - GEN GOV			
COST CENTER 03578 - FEBRUARY	15.00	LICENSES	01000100-32085-	03578 IL056010L	20190168
	Vendor Total: \$15.00				
INSPIRATIONAL FITNESS COACH INC					
		RECREATION - EXPENSE GEN GOV			
WINTER/SPRING SESSION #2	769.50	RECREATION PROGRAMS	01101100-47701-	WINTER/SPRING #2	10190096
	Vendor Total: \$769.50				
INTERNATIONAL CODE COUNCIL					
		CDD - EXPENSE GEN GOV			
BLDG DEPT 2018 ISPSC SWIMMING POOL	74.50	PUBLICATIONS	01300100-42242-	1001022281	30190074
	Vendor Total: \$74.50				
ISAWWA					
		WATER OPER - EXPENSE W&S BUSI			
TRAINING - HARMENING/HARRIS	72.00	TRAVEL/TRAINING/DUES	07700400-47740-	200042383	70190340
	Vendor Total: \$72.00				
JOHN PALMER					
		POLICE - EXPENSE PUB SAFETY			
MEAL REIMBURSEMENT-IOWA TRAINING	94.01	TRAVEL/TRAINING/DUES	01200200-47740-	MARCH TRAINING	20190165
	Vendor Total: \$94.01				
JOSEPH D FOREMAN & CO					
		WATER OPER - EXPENSE W&S BUSI			
FLANGES/RING GASKET	80.25	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	324460	70190342

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$80.25					
JWC ENVIRONMENTAL INC					
GRAND RESERVE LS	2,202.59	SEWER OPER - EXPENSE W&S BUSI MAINT - LIFT STATION	07800400-44414-	96001	70190341
Vendor Total: \$2,202.59					
KANE COUNTY CHIEFS OF POLICE					
FORCE SCIENCE - WILKIN	550.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	WILKIN - TRAINING	20190170
Vendor Total: \$550.00					
KONEMATIC INC					
PW - OVERHEAD DOOR REPAIR	903.50	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	866379	28190012
Vendor Total: \$903.50					
KRONOS INC					
KRONOS V81 UPGRADE	2,881.20	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	11428532	10190381
KRONOS V81 UPGRADE	360.15	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	11428532	10190381
KRONOS V81 UPGRADE	360.15	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	11428532	10190381
Vendor Total: \$3,601.50					
LAWSON PRODUCTS INC					
HEX NUTS/HEX CAP SCREWS	357.84	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9306555543	29190006
CONNECTORS/WASHERS/DRILL BITS	502.91	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9306580941	29190006
Vendor Total: \$860.75					
LEACH ENTERPRISES INC					
RETURNED SPOT MIRROR	-18.47	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	940286	29190007
HOSE END/HYDRAULIC HOSE/WIRE	15.75	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	940233	29190007
HOSE END/HYDRAULIC HOSE/WIRE	41.54	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	940233	29190007
Vendor Total: \$38.82					
LOQUERCIO AUTOMOTIVE GROUP LLC					
SEAL ASSEMBLY	16.55	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	4006421	29190112
GASKETS	25.05	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	4006453	29190112
OIL PAN GASKETS	43.74	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	4006411	29190112

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		VEHICLE MAINT. BALANCE SHEET			
CABLE ASSEMBLY	50.32	INVENTORY	29-14220-	4006371	29190112
	Vendor Total: \$135.66				
MANSFIELD OIL COMPANY					
		VEHICLE MAINT. BALANCE SHEET			
DIESEL & UNLEADED FUEL	2,413.30	FUEL INVENTORY	29-14200-	21207982	29190012
		VEHICLE MAINT. BALANCE SHEET			
DIESEL & UNLEADED FUEL	2,551.18	FUEL INVENTORY	29-14200-	21207981	29190012
	Vendor Total: \$4,964.48				
MARK ZAHARA					
		POLICE - EXPENSE PUB SAFETY			
UNIFORM REIMBURSEMENT-VELCRO BELT	25.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	3/18/19 UNIFORM	20190171
	Vendor Total: \$25.00				
MARTAM CONSTRUCTION INC					
		SEWER OPER - EXPENSE W&S BUSI			
MAIN H019 REPAIR	8,500.00	MAINT - COLLECTION SYSTEM	07800400-44416-	12928	70190352
	Vendor Total: \$8,500.00				
MCHENRY CNTY DIVISION OF TRANSPORTATION					
		GENERAL SERVICES PW - EXPENSE			
S CURVE LIGHTING 11/8/18-2/13/19	141.75	ELECTRIC	01500300-42212-	6031	50190187
	Vendor Total: \$141.75				
MCHENRY COUNTY COUNCIL OF GOV					
		CDD - EXPENSE GEN GOV			
MARCH MEMEBERSHIP MEETINGS	40.00	TRAVEL/TRAINING/DUES	01300100-47740-	1855	10190460
		GS ADMIN - EXPENSE GEN GOV			
MARCH MEMEBERSHIP MEETINGS	80.00	TRAVEL/TRAINING/DUES	01100100-47740-	1855	10190460
MARCH MEMEBERSHIP MEETINGS	240.00	ELECTED OFFICIALS EXPENSE	01100100-47741-	1855	10190460
MARCH MEMEBERSHIP MEETINGS	40.00	PRESIDENTS EXPENSES	01100100-47745-	1855	10190460
	Vendor Total: \$400.00				
MCHENRY COUNTY DEPT OF HEALTH					
		SWIMMING POOL -EXPENSE GEN GOV			
2019 MCHENRY COUNTY PERMIT	115.00	TRAVEL/TRAINING/DUES	05900100-47740-	1218	10190458
	Vendor Total: \$115.00				
MCMASTER CARR SUPPLY COMPANY					
		WATER OPER - EXPENSE W&S BUSI			
WRENCH FOR ROUND DIES	21.79	SMALL TOOLS & SUPPLIES	07700400-43320-	88449522	28190104
	Vendor Total: \$21.79				
MYERS TIRE SUPPLY COMPANY					
		VEHICLE MAINT. BALANCE SHEET			
PFE STEEL COATED PIECES	66.98	INVENTORY	29-14220-	91201505	29190169

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$66.98					
NAPA AUTO SUPPLY ALGONQUIN					
CLAMP	11.48	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	025751	29190013
OZIUM GEL	13.20	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	025556	29190013
BRAKE AWAY KITS	15.68	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	026468	29190013
FORD TRITON PVC	21.29	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	025322	29190013
SEALS	94.14	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	025505	29190013
Vendor Total: \$155.79					
NICOR GAS					
2/8/19-3/11/19 WTP #3	1,031.84	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	04-29-91-4436 2	70190025
2/5/19-3/8/19 BATH HOUSE	28.76	SWIMMING POOL -EXPENSE GEN GOV NATURAL GAS	05900100-42211-	87-21-74-1000 7	10190007
Vendor Total: \$1,060.60					
OFFICE DEPOT					
CERTIFICATE HOLDER/PEN/TAPE	147.55	POLICE - EXPENSE PUB SAFETY OFFICE SUPPLIES	01200200-43308-	283325028001	20190007
TAPE/PEN/PAPER/MARKERS/BINDER CLIPS	152.15	SEWER OPER - EXPENSE W&S BUSI OFFICE SUPPLIES	07800400-43308-	287165996001	70190349
TISSUE/TAPE	16.18	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	288548290001	30190003
PAPER/STAMP/MARKERS	61.92	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	288546655001	30190003
Vendor Total: \$377.80					
ONE TIME PAY					
1490 WHITE CHAPEL LANE-MAILBOX/POST	45.00	GENERAL SERVICES PW - EXPENSE SNOW REMOVAL	01500300-42264-	1490 WHITE CHAPEL	
901 HAYRACK DRIVE - MAILBOX/POST	45.00	GENERAL SERVICES PW - EXPENSE SNOW REMOVAL	01500300-42264-	901 HAYRACK	
HYD METER REFUND - RANDALL ROAD	1,255.34	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
OVERPAYMENT ON BAIL BOND	10.00	GEN FUND REVENUE - PUB SAFETY MUNICIPAL - POLICE FINES	01000200-35053-	REFUND BAIL BOND	
Vendor Total: \$1,355.34					
PARADIGM COATINGS LLC					
MEDIA BLAST DIVING BOARD	200.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	5798	28190109

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$200.00					
PARAMEDIC SERVICES OF ILLINOIS					
LAZY BOY FIRE SPRINKLER REVIEW	890.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2019-344	30190066
Vendor Total: \$890.00					
PARENT PETROLEUM INC					
OIL	1,607.89	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1250448	29190024
OIL	1,837.11	INVENTORY	29-14220-	1250448	29190024
Vendor Total: \$3,445.00					
PITNEY BOWES					
POSTAGE METER INK CARTRIDGE	113.04	GS ADMIN - EXPENSE GEN GOV POSTAGE	01100100-43317-	1011679048	10190014
Vendor Total: \$113.04					
POLYDYNE INC					
CHEMICALS	4,396.68	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	1328246	70190010
Vendor Total: \$4,396.68					
POMPS TIRE SERVICE INC					
TIRES	100.62	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640069107	29190027
TIRES	2,193.76	INVENTORY	29-14220-	640069107	29190027
Vendor Total: \$2,294.38					
PRO SAFETY INC					
SAFETY GLASSES	172.80	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	2/858660	70190351
Vendor Total: \$172.80					
RALPH HELM INC					
HINGE PIN/COMPRESSION SPRING	4.57	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	102404	29190008
REPAIR UNIT 5CS03	299.78	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	102405	29190172
Vendor Total: \$304.35					
RAY O'HERRON CO INC					
UNIFORM - LANGANIS	9.79	POLICE - EXPENSE PUB SAFETY POSTAGE	01200200-43317-	1914363-IN	20190166
UNIFORM - LANGANIS	116.96	UNIFORMS & SAFETY ITEMS	01200200-47760-	1914363-IN	20190166
UNIFORM - SEEGERS	10.36	POLICE - EXPENSE PUB SAFETY POSTAGE	01200200-43317-	1912899-IN	20190166
UNIFORM - SEEGERS	132.30	UNIFORMS & SAFETY ITEMS	01200200-47760-	1912899-IN	20190166

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$269.41					
RED WING SHOE STORE					
BOOTS - GRIGGEL	182.74	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	20190310010153	40190361
BOOTS - OLMSTEAD	195.49	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	20190316010153	40190371
Vendor Total: \$378.23					
ROCK 'N' KIDS INC					
WINTER/SPRING SESSION #2	140.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	ALGWII19	10190146
Vendor Total: \$140.00					
RUSH TRUCK CENTER					
UNIT 9151 REPAIR ABS	562.25	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3014100015	29190167
RETURNED CORE CARTRIDGE	-66.50	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3014200219	29190156
OIL PINION SEAL	24.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3014220789	29190156
CRANKCASE	197.70	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3014304958	29190156
TANK DRAIN VALVE	221.06	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3014200126	29190156
Vendor Total: \$939.41					
SAUBER MFG CO					
NON-LOCKING TRIGGER LATCH	42.60	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	PSI207340	29190168
Vendor Total: \$42.60					
SHAW SUBURBAN MEDIA GROUP					
AUCTION PUBLIC NOTICE 2019	49.00	POLICE - EXPENSE PUB SAFETY PUBLICATIONS	01200200-42242-	797570	20190172
Vendor Total: \$49.00					
SPORTS R US INC					
WINTER/SPRING SESSION #2	640.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	2396	10190083
Vendor Total: \$640.00					
STANDARD INDUSTRIAL & AUTO EQUIP INC					
FIBERGLASS EXHAUST HOSE 8"	1,188.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	52130	28190107
Vendor Total: \$1,188.00					
STREICHERS					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - WILKIN	44.95	UNIFORMS & SAFETY ITEMS	01200200-47760-	I1356262	20190133
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - DYKSTRA	49.99	UNIFORMS & SAFETY ITEMS	01200200-47760-	I1355977	20190133
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - BELTRAN	120.98	UNIFORMS & SAFETY ITEMS	01200200-47760-	I1357198	20190133
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - SIEGFORT	126.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	I1356085	20190133
	Vendor Total: \$341.92				
SYNAGRO					
		SEWER OPER - EXPENSE W&S BUSI			
SLUDGE HAULING - FEBRUARY	5,544.15	SLUDGE REMOVAL	07800400-42262-	20-134303	70190008
SLUDGE HAULING - FEBRUARY	6,165.45	SLUDGE REMOVAL	07800400-42262-	20-134303	70190008
	Vendor Total: \$11,709.60				
TERESA A NORTILLO					
		CDD - EXPENSE GEN GOV			
CONFERENCE MILAGE REIMBURSEMENT	247.34	TRAVEL/TRAINING/DUES	01300100-47740-	2019 CONFERENCES	30190075
	Vendor Total: \$247.34				
THE FLOLO CORPORATION					
		SEWER OPER - EXPENSE W&S BUSI			
ELECTRICAL - AC MOTOR	326.41	MAINT - TREATMENT FACILITY	07800400-44412-	438804	70190346
	Vendor Total: \$326.41				
THE LAND CONSERVANCY OF MCHENRY COUNTY					
		PWA - EXPENSE PUB WORKS			
MEMBERSHIP DUES - ZIMMERMAN	300.00	TRAVEL/TRAINING/DUES	01400300-47740-	2019 MEMBERSHIP	40190362
	Vendor Total: \$300.00				
THIRD MILLENNIUM ASSOCIATES					
		SEWER OPER - EXPENSE W&S BUSI			
INTERNET E-PAY - MARCH	300.00	PROFESSIONAL SERVICES	07800400-42234-	23216	10190013
		WATER OPER - EXPENSE W&S BUSI			
INTERNET E-PAY - MARCH	300.00	PROFESSIONAL SERVICES	07700400-42234-	23216	10190013
		GS ADMIN - EXPENSE GEN GOV			
3/20/19 UTILITY BILL/NEWSLETTER	1,664.61	VILLAGE COMMUNICATIONS	01100100-42245-	23215	10190459
		SEWER OPER - EXPENSE W&S BUSI			
3/20/19 UTILITY BILL/NEWSLETTER	1,103.19	PROFESSIONAL SERVICES	07800400-42234-	23215	10190459
		WATER OPER - EXPENSE W&S BUSI			
3/20/19 UTILITY BILL/NEWSLETTER	1,103.20	PROFESSIONAL SERVICES	07700400-42234-	23215	10190459
	Vendor Total: \$4,471.00				
TITAN SUPPLY					
		BUILDING MAINT. BALANCE SHEET			
CREAMER/PAPER TOWELS/TISSUE/TP	513.43	INVENTORY	28-14220-	25615	28190022

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$513.43					
TOM PECK FORD OF HUNTLEY INC					
GASKETS/SEALANT	51.25	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	28495	29190028
VALVE/GASKET	103.53	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	28476	29190028
Vendor Total: \$154.78					
TRAFFIC & PARKING CONTROL CO					
SIGN POLES	2,854.75	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	1626322	50190189
Vendor Total: \$2,854.75					
TRAFFIC CONTROL & PROTECTION INC					
SIGN HARDWARE	446.95	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	100248	50190188
Vendor Total: \$446.95					
TRICIA A WALLACE					
WINTER/SPRING SESSION #2	1,530.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	2019 WINTER/SPRING	10190051
Vendor Total: \$1,530.00					
TROTTER & ASSOCIATES INC					
DOWNTOWN STREETScape STAGE 3	4,447.90	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1941	15456	40190364
DOWNTOWN STREETScape STAGE 3	4,447.48	ENGINEERING/DESIGN SERVICES	12900400-42232-W1951	15456	40190364
Vendor Total: \$8,895.38					
TRUE NORTH CONSULTANTS INC					
DOWNTOWN STREETScape STAGE 3	6,635.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1991	19-0199	40190375
DOWNTOWN STREETScape STAGE 3	25,745.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1991	19-0200	40190375
Vendor Total: \$32,380.00					
ULTRA STROBE COMMUNICATIONS INC					
ALTERNATING REAR FLASHER	46.95	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	075427	29190119
Vendor Total: \$46.95					
UNITED METERS INC					
METER INSTALLATIONS	12,084.00	W & S IMPR. - EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	3241	40190376
METER INSTALLATION	18,307.00	W & S IMPR. - EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	3240	40190370
Vendor Total: \$30,391.00					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
US BANK EQUIPMENT FINANCE					
RICOH MPC3003 COPIER 4/14/19	156.00	POLICE - EXPENSE PUB SAFETY LEASES - NON CAPITAL	01200200-42272-	380701417	10190031
RICOH MP5054SP COPIER 4/14/19	200.00	POLICE - EXPENSE PUB SAFETY LEASES - NON CAPITAL	01200200-42272-	380701375	10190032
Vendor Total: \$356.00					
VERIZON WIRELESS SERVICES LLC					
2/14/19-3/13/19 STATEMENT	122.22	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9826153503	10190457
2/14/19-3/13/19 STATEMENT	369.84	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9826153503	10190457
2/14/19-3/13/19 STATEMENT	6.96	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9826153503	10190457
2/14/19-3/13/19 STATEMENT	694.77	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	9826153503	10190457
2/14/19-3/13/19 STATEMENT	398.80	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	9826153503	10190457
2/14/19-3/13/19 STATEMENT	438.73	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	9826153503	10190457
2/14/19-3/13/19 STATEMENT	211.83	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	9826153503	10190457
2/14/19-3/13/19 STATEMENT	112.20	RECREATION - EXPENSE GEN GOV TELEPHONE	01101100-42210-	9826153503	10190457
2/14/19-3/13/19 STATEMENT	502.59	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	9826153503	10190457
2/14/19-3/13/19 STATEMENT	112.20	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	9826153503	10190457
2/14/19-3/13/19 STATEMENT	532.77	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	9826153503	10190457
Vendor Total: \$3,502.91					
WALMART COMMUNITY					
PLAY-DOH/DANCE ACCESSORIES	59.29	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	03/16/19 STATEMENT	10190113
Vendor Total: \$59.29					
WATER PRODUCTS CO AURORA					
CAROL STREAM COUPLERS	286.80	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0286410	70190345
Vendor Total: \$286.80					
ZIEGLERS ACE HARDWARE					
FASTENERS	4.36	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	034792/L	50190186
GENERAL SERVICES PW - EXPENSE					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
KEYS	8.37	SMALL TOOLS & SUPPLIES	01500300-43320-	034832/L	50190190
Vendor Total: \$12.73					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES,ORDINANCE VIOLATIONS	6,468.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	136362	
TRAFFIC CASES,ORD VIOL-COSTS ADVANCE	34.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	136362	
PLANNING,ZONING,BUILDING COMMISSIONER	1,837.50	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	136362	
PLANNING,ZONING,BLDG COMM-COSTS ADV	772.00	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	136362	
PERSONNEL MATTERS	175.00	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	136362	
PERSONNEL MATTERS	787.50	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	136362	
LIQUOR COMMISSIONER	87.50	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	136362	
FREEDOM OF INFORMATION ACT	43.75	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	136362	
MISCELLANEOUS	2,668.75	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	136362	
POLICE DEPARTMENT	43.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	136362	
MEETINGS	1,443.75	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	136362	
PUBLIC WORKS/STREETS	43.75	GENERAL SERVICES PW - EXPENSE LEGAL SERVICES	01500300-42230-	136362	
TRAFFIC,ORD VIOLATIONS-MUN COURT	317.50	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	136362	
TRAFFIC,ORD VIOLATIONS-MUN COURT	507.50	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	136362	
VILLAGE PROPERTY MATTERS-MISCELLANEC	306.25	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	136362	
VIL PROPERTY MATTERS-MISC-COSTS ADV	41.00	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	136362	
LUUCK PARTNERSHIP EMINENT DOMAIN	1,618.75	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	136362	
FERRARO EMINENT DOMAIN	1,312.50	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	136362	
LIQ VIOLATION/COURT REPORTER FEE	70.00	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	136369	10190453
LIQ VIOLATION/COURT REPORTER FEE	456.25	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	136369	10190453

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		GS ADMIN - EXPENSE GEN GOV			
LIQ VIOLATION/COURT REPORTER FEE	70.00	LEGAL SERVICES	01100100-42230-	136368	10190453
		POLICE - EXPENSE PUB SAFETY			
LIQ VIOLATION/COURT REPORTER FEE	568.75	LEGAL SERVICES	01200200-42230-	136368	10190453
		GS ADMIN - EXPENSE GEN GOV			
LIQ VIOLATION/COURT REPORTER FEE	70.00	LEGAL SERVICES	01100100-42230-	136364	10190453
		POLICE - EXPENSE PUB SAFETY			
LIQ VIOLATION/COURT REPORTER FEE	650.00	LEGAL SERVICES	01200200-42230-	136364	10190453
		POLICE - EXPENSE PUB SAFETY			
LIQUOR VIOLATIONS-MONGOLIAN GRILL	175.00	LEGAL SERVICES	01200200-42230-	136162	10190452
		POLICE - EXPENSE PUB SAFETY			
LIQUOR VIOLATIONS-MOD PIZZA	325.00	LEGAL SERVICES	01200200-42230-	136161	10190452
		POLICE - EXPENSE PUB SAFETY			
LIQUOR VIOLATIONS-WOOW SUSHI	487.50	LEGAL SERVICES	01200200-42230-	136156	10190452
	Vendor Total: \$21,382.00				
REPORT TOTAL: \$310,988.21					

Village of Algonquin

List of Bills 4/2/2019

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	41,002.83
04	STREET IMPROVEMENT	99,793.51
05	SWIMMING POOL	321.18
06	PARK IMPROVEMENT	13,276.84
07	WATER & SEWER	86,874.64
12	WATER & SEWER IMPROVEMI	39,586.38
28	BUILDING MAINT. SERVICE	10,352.51
29	VEHICLE MAINT. SERVICE	19,780.32
TOTAL ALL FUNDS		<u><u>310,988.21</u></u>

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

DATE: _____

APPROVED BY: _____



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: March 14, 2019

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Consideration of Library Loop 5k Event*

Community Development has received a request by the Algonquin Area Public Library District for approval of a Special Event, the Library Loop 5k, planned for October 27.

Because the request includes the use of public land (right of way), Board approval is required. There is a new route this year, due to the bulk of road reconstruction projects in the area. The new route will begin at the Library on Harnish, heading north on Golden Eagle, west on Bunker Hill, south on Woods Creek Lane, around Fenview Court, and following the same route back to the Library (see enclosed map).

The Library always coordinates this event with District 300 and obtains permission to use the parking lots, roadways and other facilities. As well, the Library is very good about notifying neighbors of the event in order to minimize disruptions.

Concurrence to move this event to the Board for approval is recommended.

RECEIVED

FEB 01 2019

COMMUNITY DEVELOPMENT



Village of Algonquin
PUBLIC EVENT APPLICATION

A. Application Information (Groups, Organizations, etc.)

B. Sponsoring Organization: Algonquin Area Public Library District

Address: 2600 Hamish Drive

City, State, Zip: Algonquin, IL 60102 Phone: 847-458-6060

2. Name of Contact Person: Theresa Therens

Address: [REDACTED]

City, State, Zip: Algonquin, IL 60102 Daytime Ph: [REDACTED] Evening Ph: [REDACTED]

C. Application Information (Individual Applicant)

1. Full Name: Theresa L Therens

2. Home Address: [REDACTED]

City, State, Zip: Algonquin, IL 60102

3. Home Ph: [REDACTED] Daytime Ph: [REDACTED]

D. Special Event Information:

1. Date(s) of Event: October 27, 2019

2. Time(s) of Event: 8:00am - 10:00am, setup starts at 6:00am

3. Duration of Event: 2 hours

4. Location of Event: 2600 Hamish Drive

5. Name of Event: AAPLD Library Loop 5K

6. Maximum Number of Attendees/Participants at a Given Time: 100+

7. Describe the Nature of the Public Event:

A community 5K race

8. Describe Provided Security, including who is providing the security, hours, and a detailed security plan:

The Algonquin Police Department for traffic control.

9. Describe Parking or Traffic Control, including the location of extra parking and the # of spaces allocated, and how overflow parking will be handled:

Traffic control at Hamish and Bunker Hill then re-routed to Elnecke for the end of the race. Parking will be at D300 Administration Building 2650 Hamish Drive.

D. 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 Municipal 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 430 ILCS 85/2-20, no child sex offenders or persons convicted of a felony in the past five years or convicted of any offense under Article 9 (Homicide) of the Illinois Criminal Code 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.

Theresa L. Therens

Signature of Applicant

1/22/2019

Date

FOR INTERNAL USE ONLY:

Copy of Application Sent to: Village Manager, Police Department, Public Works, Fire District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dawson Insurance Agency 303 E. Main St. Ste. 203 Barrington IL 60010	CONTACT NAME: Tim	
	PHONE (A/C, No., Ext): 847-658-5644	FAX (A/C, No.): 847-658-1283
E-MAIL ADDRESS: t.burke@dawsoninsure.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Utica National Insurance Co.		
INSURED ALGARE1 Alg. Area Public Library Dist. 2600 Harnish Dr Algonquin IL 60102	INSURER B : The Hanover Insurance Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 427040192 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPP4659482	7/13/2017	7/13/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4663295	7/13/2017	7/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CULP4659483	7/13/2017	7/13/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WZC A983557	7/13/2017	7/13/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Village of Algonquin is, and has been, endorsed as an additional insured under the above reference policy number on a primary and non-contributory basis for general liability coverage of the AAPLD Library Loop 5K on October 22, 2018 taking place at 2600 Harnish Drive, Algonquin, IL 60102.

CERTIFICATE HOLDER Village of Algonquin 2600 Harnish Drive Algonquin IL 60102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: March 14, 2019

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Consideration of Bold American Fare request for music in the Plaza*

Community Development has received a request by Bold American Fare to sponsor live acoustic music in the Plaza between Bold and Historic Village Hall, on Tuesday, Wednesday and Thursday nights throughout the summer.

The music is acoustic but would be amplified, and the artists' music would also be "piped in" to the Bold restaurant, patio and deck. The Plaza would remain open to the public for these performances, and Bold is not asking to serve drinks or food on the Plaza. Bold's concept is to add ambience and music to the surroundings of the restaurant, enhancing their patron experience, and adding events that help draw more people downtown.

Because this request involves the use of public property, Board approval is required. Staff have reviewed this request and have no issues or concerns with the proposal. The anticipated dates are April 30 to September 30, and each night would be weather-dependent, and events could not begin until the Plaza construction is actually completed.

Committee concurrence to move this forward for Board approval is recommended.



Village of Algonquin
PUBLIC EVENT APPLICATION

A. Application Information (Groups, Organizations, etc.)

B. Sponsoring Organization: Bad American Fairs LLC
Address: 8 South Main
City, State, Zip: Wauconda IL Phone: 847658-5600
2. Name of Contact Person: Greg Geisel
Address: 11
City, State, Zip: _____ Daytime Ph: _____ Evening Ph: _____

C. Application Information (Individual Applicant)

1. Full Name: Greg Geisel
2. Home Address: _____
City, State, Zip: _____
3. Home Ph: _____ Daytime Ph.: _____

D. Special Event Information:

1. Date(s) of Event: TUE, WED TH - Summer
2. Time(s) of Event: 7-10
3. Duration of Event: 7-10
4. Location of Event: Old Town Park
5. Name of Event: Bold Acoustic Show
6. Maximum Number of Attendees/Participants at a Given Time: Public Event ??
7. Describe the Nature of the Public Event:
Live Music (Acoustic) in Park for Bold and Public
8. Describe Provided Security, including who is providing the security, hours, and a detailed security plan:
N/A
9. Describe Parking or Traffic Control, including the location of extra parking and the # of spaces allocated, and how overflow parking will be handled:
N/A

D. 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 Municipal 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 430 ILCS 85/2-20, no child sex offenders or persons convicted of a felony in the past five years or convicted of any offense under Article 9 (Homicide) of the Illinois Criminal Code 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.

Signature of Applicant

2/8/19
Date

FOR INTERNAL USE ONLY:

Copy of Application Sent to: Village Manager, Police Department, Public Works, Fire District



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: April 2, 2019

TO: President Schmitt and Village Trustees

FROM: Ben Mason, AICP, Senior Planner

SUBJECT: Case No. 2018-16. *Light of Christ Church follow-up*

To follow-up from February 19 Committee of the Whole review of the Light of Christ development plans, the church investigated the cost for making a connection to Richmond Lane. The estimated cost provided by their general contractor Shales McNutt Construction was \$80,000-100,000. The church has informed village staff this additional cost would delay the church from pursuing the construction of their church building and other required site improvements at this time.

Condition Q in the draft ordinance enclosed, would require the church conduct a new traffic study as part of any proposed expansion plans in the future, in order to determine if additional traffic flow improvements would be warranted. Light of Christ Church is agreeable to this condition, which is staff's recommendation.

As discussed at COTW, should the Board decide to require the church make a connection to Richmond Lane as part of this approval, staff's recommendation would be to include that the connection be made at the time of the initial construction of the church, rather than at some point in the future.



Village Of Algonquin Police Department



~MEMORANDUM~

DATE 2/14/2019
TO John Bucci, Chief of Police
FROM Jeff Sutrick, Deputy Chief
SUBJECT Light of Christ Church Project

This memo is to serve as a summary of the police department's participation of the Light of Christ Church project that is proposed for the corner of Longmeadow Parkway and Sleepy Hollow Road. As with most projects, the police department is provided with plans and was asked to submit comments back to community development.

These plans were reviewed by Traffic Sergeant Salazar, who then met with me to discuss the project. As a result of Sergeant Salazar's review and our discussion, Sergeant Salazar drafted a memorandum that was sent to Senior Planner Ben Mason regarding the project on November 16th. This memorandum contained two concerns that the police department had as it related to traffic and parking during large services and special events (see attached). To be clear, our concerns were limited to large services and special events. Neither of us had any concerns with the project or its impact regarding regular church services and events.

The concerns that we did have revolved around the attendance of large services and the proximity to the residential area on Creeks Crossing and the impact those events would have on the residential area. The first concern was that during these large events, traffic could back up on Creeks Crossing for vehicles waiting to turn left (south) onto Sleepy Hollow. The second concern was that there would not be enough parking during large events in the parking lot and that patrons would then park in the residential areas adjacent to the church creating congestion.

The plans that were provided to the police department for review did not contain any information regarding actual or projected attendance numbers and the most up to date traffic study was completed in 2007 and last updated in 2011.

Subsequent to the submission of our memorandum, the police department was invited to attend a meeting with representatives of the village and the church to further discuss the project and any concerns. This meeting occurred on December 20th and both Sergeant Salazar and I were in attendance. At this meeting, the church provided us with average attendance numbers and number of vehicles in attendance at their current facility. Based on these numbers for normal services and special services and events it was determined that the parking lot as currently proposed would be more than adequate to accommodate current levels and would also be able to accommodate some moderate growth before the need for expansion. Because of this, Sergeant Salazar and I both agree that at this time we no longer have any concerns regarding overflow parking being directed towards the adjacent residential neighborhoods.



Village Of Algonquin Police Department

~MEMORANDUM~



Lastly, the group, as a whole and with our concurrence, recommended that striping be added to Creeks Crossing at Sleepy Hollow to allow for both a right and left turn lane in order to facilitate the egress of vehicles from services in a more efficient and expedient manner. We also requested an update to the traffic study to verify and confirm the traffic projections of the 2011 study to make sure that they were still valid with the completion of the Longmeadow Parkway Project.

Based on the attendance records provided, the addition of the lane striping on Creeks Crossing, and the updated traffic study, Sergeant Salazar and I no longer have the concerns as outlined in the November 16th memorandum. In addition, I am confident that any unforeseen issues that arise out of completion of the project will be able to be rectified in cooperation with Light of Christ Church.

ORDINANCE NO. 2019 – O -

**An Ordinance Approving a Final Planned Unit Development Amendment,
Final Plat of Resubdivision, and Special Use Permit for Certain Property Known as
Light of Christ Lutheran Church**

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 signed by Michelle Bunke, President of the Congregation for the Light of Christ Lutheran Church, the petitioner and current owner of record of all land within the territory hereinafter described, to approve a final planned unit development amendment, plat of resubdivision, and special use permit on certain territory legally described as follows:

THE EAST 1057.29 FEET OF THE SOUTH 330.0 FEET OF THE NORTH 2310.0 FEET AS MEASURED ALONG THE EAST AND WEST LINES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID SOUTH 330 FEET OF THE NORTH 23100.00 FEET IN KANE COUNTY, ILLINOIS,

AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 2310 FEET THEREOF AS MEASURED ON THE EAST AND WEST LINE, IN KANE COUNTY, ILLINOIS.

AND THAT PART OF CREEK'S CROSSING DRIVE PREVIOUSLY DEDICATED PER THE FINAL PLAT OF CREEKS CROSSING SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 2007 AS DOCUMENT 2007K097838, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 55 IN SAID CREEKS CROSSING SUBDIVISION; THENCE NORTH 59 DEGREES 52 MINUTES 07 SECONDS EAST, A DISTANCE OF 66.23 FEET TO THE NORTHWEST CORNER OF LOT 56 IN SAID CREEKS CROSSING SUBDIVISION; THENCE SOUTHEASTERLY ALONG A CURVE, SAID CURVE BEING THE WEST LINE OF SAID LOT 56, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 233.00 FEET, HAVING A CHORD BEARING OF SOUTH 16 DEGREES 07 MINUTES 49 SECONDS EAST FOR AN ARC DISTANCE OF 81.23 FEET TO THE SOUTHWEST CORNER OF SAID LOT 56, BEING ALSO A POINT ON THE SOUTH LINE OF SAID CREEKS CROSSING SUBDIVISION; THENCE NORTH 87 DEGREES 22 MINUTES 18 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 67.10 FEET TO THE SOUTHEAST CORNER OF LOT 55 IN SAID CREEKS CROSSING SUBDIVISION; THENCE NORTHWESTERLY ALONG A CURVE, SAID CURVE BEING THE EAST LINE OF SAID LOT 55, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 167.00 FEET, HAVING A CHORD BEARING OF NORTH 17 DEGREES 05 MINUTES 29 SECONDS WEST, FOR AN ARC DISTANCE OF 43.34 FEET TO THE POINT OF BEGINNING; ALL IN KANE COUNTY, ILLINOIS.

and commonly known as 1700 Longmeadow Parkway and 1551 Richmond Lane, Algonquin, IL 60102 ("Subject Property"); and

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

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the approval of said final planned unit development amendment, plat of resubdivision, and special use permit for the Subject Property; and

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

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

SECTION 1: The final planned unit development amendment, final plat of resubdivision and special use permit for Light of Christ Lutheran Church are hereby approved, subject to the following documents and conditions:

- A. That all offsite and onsite utilities serving the Subject Property shall be underground and that site construction, utility installation and grading shall not commence until the final plat of resubdivision and final planned development amendment have been approved by the Village Board and permits are issued;
- B. The Plat of Vacation as prepared by Webster, McGrath and Ahlberg Ltd. with a latest revision date of November 6, 2018 shall be revised to incorporate comments from the December 4, 2018 Christopher Burke memo, the November 26, 2018 Public Works memo, and the November 16, 2018 Kane County DOT memo;
- C. The Plat of Resubdivision as prepared by Webster, McGrath and Ahlberg Ltd. with a latest revision date of November 6, 2018 shall be revised to incorporate comments from the December 4, 2018 Christopher Burke memo, the November 26, 2018 Public Works memo, and the November 16, 2018 Kane County DOT memo;
- D. The Site Plan as prepared by Webster, McGrath and Ahlberg Ltd. with a latest revision date of November 9, 2018 shall be revised to incorporate comments from the December 4, 2018 Christopher Burke memo, the November 26, 2018 Public Works memo, and the November 16, 2018 Kane County DOT memo;
- E. The Engineering Plans as prepared by Webster, McGrath and Ahlberg Ltd. with a latest revision date of November 9, 2018 shall be revised to incorporate comments from the December 4, 2018 Christopher Burke memo, the November 26, 2018 Public Works memo, the November 16, 2018 Kane County DOT memo, the November 16, 2018 Police Department memo, and the November 30, 2018 Fire Department memo. In addition to the comments outlined in the review memos concerning required revisions to the cul-de-sac design for Richmond Lane, a street light shall be added to the cul-de-sac design as well. Pedestrian sidewalks shall be added to connect up to Creeks Crossing Drive and over to Richmond Lane;

- F. Creeks Crossing Drive shall be striped to provide separate westbound left- and right-turn lanes at Sleepy Hollow Road, as part of the site improvements and construction of the initial phase of the church facility;
- G. Traffic operations shall continue to be monitored after the church is constructed, and if operational issues are observed and determined by the Police Department to warrant mitigation – for example, the installation of a police officer to direct traffic during peak hours – the church shall be required to comply with and implement such additional measures. At the discretion of the Police Department, on days the church holds a large service or special event, temporary no parking signs may be required on one side of Creeks Crossing Drive from Sleepy Hollow Road to Westbourne Parkway;
- H. The Photometric Plans as prepared by KSA with a latest revision date of November 2, 2018 shall be revised to incorporate comments from the December 4, 2018 Christopher Burke memo, and the November 26, 2018 Public Works memo. The light fixtures shall comply with village standards, and consist of flat black painted posts, a maximum pole height of 25 feet, downcast lights, bulbs flush with housing, and zero cut-off at the property line. All wall-mounted lights on the building shall be shielded and downcast with the housing covering the lumens. The Village Board shall have the ability to make additional modifications to the site lighting if, upon an inspection of the lights after installation, it is determined that the lighting is too intense;
- I. The Landscape Plans as prepared by Webster, McGrath and Ahlberg Ltd. with a latest revision date of November 9, 2018 shall be revised to incorporate comments from the December 4, 2018 Christopher Burke memo, the November 26, 2018 Public Works memo, and the November 16, 2018 Kane County DOT memo. The area designated as Future Parking shall include perimeter landscaping of shrubs and perennials, similar to elsewhere on site, if and when that area is developed for additional parking;
- J. Should the petitioner propose to install a fence around the outdoor playground area, the fence shall be vinyl coated in a decorative black / brown / or green color, rather than standard chain-link silver;
- K. The Tree Preservation Plan as prepared by Webster, McGrath and Ahlberg Ltd. with a latest revision date of November 9, 2018 shall be revised to incorporate comments from the December 4, 2018 Christopher Burke memo, the November 26, 2018 Public Works memo, and the November 16, 2018 Kane County DOT memo;
- L. The petitioner shall not remove any of the existing trees on the site – except for any trees that are dead or diseased – prior to obtaining a site development permit from the Public Works Department;
- M. The Building Elevations as prepared by Skiffington Architects Ltd. with a latest revision date of November 8, 2018 shall be revised to incorporate comments from the December 4, 2018 Christopher Burke memo and the November 26, 2018 Public Works memo. The brick and mortar may not be painted at any point in the future. All roof mounted or ground located mechanical/electrical equipment shall be fully screened with an appropriate

architectural element or landscaping. The petitioner shall consider incorporating windows on the rear of the building to help break up the massing of the east elevation;

- N. The trash enclosure shall include space for recycling containers and match the brick material used on the building, consistent with the Dumpster Enclosure Plan as prepared by Skiffington Architects Ltd. with a latest revision date of November 8, 2018;
- O. The Signage Plans as prepared by Skiffington Architects Ltd. with a latest revision date of November 8, 2018 shall follow the Sign Code. One monument sign shall be located in the southwest corner of the property (near Longmeadow Parkway and Sleepy Hollow Road intersection). The monument sign design shall include a brick base and surround for the sign, shall be five feet tall and ten feet wide and include a changeable copy area. Two directional entrance signs, to be located at the entrance off Creeks Crossing Drive and one at the entrance off of Longmeadow Parkway, shall be a maximum of three feet tall with five square feet of signage area and shall have the church entrance/exit on the sign. All signage for the property shall be reviewed and approved by the Community Development Department staff prior to any installation;
- P. A Special Use Permit shall be permitted for the church and related activities, but not limited to, daycare, school, and worship services;
- Q. Any future phases of development or additions to the church facility shall come back before the Planning and Zoning Commission and Village Board for approval prior to any expansion. Light of Christ Church commits to conducting a new traffic study in the future if it ever proposes plans to expand their facility or increase the sanctuary seating capacity, to determine if any additional traffic flow improvements would be warranted;
- R. The design of the residential houses constructed on Lots 2 and 3 shall be substantially similar to those currently existing on Richmond Lane as part of the Willoughby Farms subdivision.

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

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 John C. Schmitt

(SEAL)

ATTEST:

Village Clerk Gerald S. Kautz

Passed:

Approved:

Published:

Prepared by:
Village Staff

Reviewed by:
Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

April 1, 2019

THE FOLLOWING MEETINGS ARE SCHEDULED TO BE HELD AT THE WILLIAM J. GANEK MUNICIPAL CENTER (GMC), 2200 HARNISH DRIVE, ALGONQUIN, ILLINOIS, EXCEPT AS OTHERWISE POSTED. FULL AGENDAS FOR MEETINGS WILL BE POSTED, AS REQUIRED BY LAW, NOT LESS THAN FORTY-EIGHT HOURS PRIOR TO THE SCHEDULED MEETING.

(NOTE: HISTORIC VILLAGE HALL (HVH) IS LOCATED AT 2 SOUTH MAIN STREET, ALGONQUIN, ILLINOIS.)

April 2, 2019	Tuesday	7:25 PM	Public Hearing – 2019-2020 Budget	GMC
April 2, 2019	Tuesday	7:30 PM	Village Board Meeting	GMC
April 8, 2019	Monday	7:30 PM	Planning and Zoning Commission Meeting	GMC
April 9, 2019	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
April 10, 2019	Wednesday	7:00 PM	Historic Commission Meeting	HVH
April 16, 2019	Tuesday	7:25 PM	Liquor Commission Special Meeting	GMC
April 16, 2019	Tuesday	7:30 PM	Village Board Meeting	GMC
April 16, 2019	Tuesday	7:45 PM	Committee of the Whole Special 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.

A RESOLUTION SUPPORTING A STATEWIDE SINGLE-USE BAG TAX

WHEREAS, the Illinois General Assembly is debating bills (SB1240 and HB3335) that would put a tax on the bags that stores put groceries and other merchandise in as you check out; and

WHEREAS, our resource management future must start with ambitious goals: we should start by encouraging source reduction and move towards a zero waste goal; and

WHEREAS, waste reduction is the first priority for the collection, handling, and management of solid waste; and

WHEREAS, it is necessary to change waste generation behaviors to reduce the amount of waste; and

WHEREAS, to prevent waste generation it is in everyone's interest to discourage the use of single-use, throw-away items of all types which can be accomplished through price signals; and

WHEREAS, to reduce the use of single-use, throw-away bags, it is logical to regulate such use; and

WHEREAS, it is in the best interest of the health, safety and welfare of the people that statewide regulation require a pass-through charge in order to encourage greater use of reusable bags, to reduce the cost of solid waste disposal, and to protect the environment; and

WHEREAS, the Village's support of a statewide Single-Use Bag Tax is a natural extension of our trendsetting environmental leadership in groups such as: Tree City USA community (1996 - Present), Fox River Ecosystem Partnership (FREPP), Chicago Wilderness Alliance, Clean Air Counts, Sierra Club's Cool Cities, US Mayors' Climate Protection Agreement, Metropolitan Mayors' Caucus Greenest Region Compact 2, and the McHenry County Groundwater Protection Task Force; and

WHEREAS, the support of a statewide Single-Use Bag Tax is consistent with the Village's existing local environmental policies including: Volume-Based Recycling, Water Conservation Regulations, Tree Preservation Code, Watershed Protection Plans, Natural Areas Protection Ordinance, Conservation Design Ordinance, Complete Streets, and the Bring Your Own Bag (BYOBag) Algonquin Program.

NOW THEREFORE BE IT RESOLVED, by President John C. Schmitt and the Algonquin Village Board, that we do hereby call on Governor Pritzker and the Illinois General Assembly to approve a statewide Single-Use Bag Tax; and

BE IT FURTHER RESOLVED, that we call on leaders everywhere to encourage source reduction and move towards an ambitious zero waste goal.

ADOPTED this _____ day of _____, 2019.

PASSED:

John Schmitt, Village President

(seal)

ATTEST: _____
Jerry Kautz, Village Clerk



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

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

DATE: March 27, 2019

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Consideration of Algonquin Storm Bash Baseball Tournament*

Algonquin Storm/AAYO have requested approval of a baseball tournament for April 12, 13 and 14, 2019. The application is complete but the timeline is short, which is why Staff has placed this on a Board agenda for approval.

Due to the early season, Parks and Recreation may not be able to provide water to the park due to the freezing temperatures, so AAYO will be required to provide portable restrooms at their expense, serve only a dry goods concession, and possibly deal with less than desirable field conditions. AAYO is aware of this and agreeable to do whatever they need to.

Board Approval of this request is recommended, subject to the above condition.

RECEIVED



MAR 26 2019

COMMUNITY
DEVELOPMENT

Date (s) of Event: April 12, 2019 (Evening) April 13,14 2019

Name of Event: Algonquin Storm Bash 8u Baseball Tournament

VILLAGE OF ALGONQUIN

PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION CHECKLIST

A license is required for all public events. This applies to both for profit and not-for-profit organizations, and includes but is not limited to outdoor exhibitions, shows, carnivals, circuses, concerts, and musical performances. The application packet must be completed in its entirety and submitted at least forty-five (45) calendar days before the Public Event to the Deputy Clerk at the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, IL 60102.

- All public event requests require the approval of the Algonquin Village Board.
- The Village may place conditions on the public event as deemed appropriate to protect the health, safety, and welfare of the public.
- The Village Manager or his/her designee may revoke a public event/entertainment license or a carnival worker permit at any time and demand immediate cessation of the event based upon violations of this code, on-premise criminal acts by the event employees or when the event presents an endangerment to public safety.
- Police officers and all other Village officials shall have free access to the grounds and all booths, shows, and concessions on such grounds at all times to ensure that the event is in compliance with this code.

In addition to the above, carnivals and circuses are subject to the following requirements:

- They are limited in duration to 10 days.
- They must be operated or sponsored by a not-for-profit group based in Algonquin.
- The carnival/circus may not be located in or directly adjacent to any developed residential area, with the exception that it may be on church, school, or public park property which may be next to a residential area.
- A location may not host more than one carnival/circus per year.
- No employee, agent, or other representative of the carnival/circus may live, sleep, or otherwise remain overnight on the premises of the carnival. Persons providing security on the site may receive an exemption from this requirement.
- All carnival workers must keep government issued photo identification (such as a state issued id or drivers license) on their person at all times during the public event. The government issued identification must be presented at any time to an officer of the Village upon request.
- All carnival/circus employees must complete a background check with the Algonquin Police Department. The carnival operator must provide a list of employees to the Police Department upon application. Each employee must visit the Algonquin Police Department to undergo the background check at least two weeks prior to the event. Employees may stop by the Department, located at 2200 Harnish Drive, any time between 8:00 a.m. and 7:00 p.m., any day of the week. No person will be allowed to work on the public event site if he/she:
 - is a registered child sex offender; or
 - has been convicted of a felony in the past five years; or
 - has been convicted of any other crime involving moral turpitude or violence; or
 - is identified as a known gang member in the Illinois State Police LEADS system; or
 - has been convicted of any offense under Article 9 (Homicide) of the Illinois Criminal Code.
- The carnival operator has in place a substance abuse policy for its employees which includes random drug testing of carnival/amusement workers.

The Application Packet must include the following (Check the box if the requirement has been met and/or the appropriate paperwork is attached.):

- Complete application form.
- Fee, in the amount of \$50 for each day the public event will run, either:
 1. Fee (Amount: _____) OR
 2. Submitted proof of not-for-profit status.
- Site Approval, either:
 1. Letter of consent from the owner to use the private property OR
 2. Letter to the Village Board requesting the use of public property.
- Site plan showing the layout of the event.
- Certificate of insurance for a minimum \$2,000,000 general liability, including bodily injury, property damage, and motor vehicle liability, naming the Village as additional insured; and a letter from the insurer stating there are no outstanding claims against the policy.
- Sign/Temporary Use Application, issued by the Village of Algonquin's Community Development Department.
- Electrical permit issued by the Community Development Department with a copy of the contractor's electrical license and a detailed drawing that includes the power source and circuitry.
- Approval letter from the Police Department.
- Copy of the county temporary food service permit, if applicable.
- Receipt from Finance Department for connection to the Village's potable water system, if applicable.
- Approval letter from the applicable fire protection district.

In addition to the above, carnivals and circuses are subject to the following requirements (Check the box if the requirement has been met and/or the appropriate paperwork is attached.):

- The location of the event has been approved by the Village.
- The event shall not exceed 10 days.
- The event shall not be located in or directly adjacent to any developed residential area, with the exception that it may be on church, school, or public park property even if located next to residential property.
- The event must be operated or sponsored by a not-for-profit organization based in the Village.
- No location may host more than one carnival/circus per year.
- List of all employees who will work on the premises of the public event, including their legal name, date of birth, home address, and social security number.
- All registered employees shall submit their fingerprints along with a completed police background authorization form. All investigations by the Algonquin Police Department must be complete. Date(s) of check: _____
- Fee paid for background check. (\$500, plus \$50 per employee)
- Signed waivers of liability (as provided by the Village of Algonquin) for all employees who will work on the premises of the public event.
- Copy of Illinois Department of Labor amusement ride permit.
- Completed Village carnival operator questionnaire (see attached).



Village of Algonquin
PUBLIC EVENT APPLICATION

A. Application Information (Groups, Organizations, etc.)

B. Sponsoring Organization: AAYO

Address: PO box 285

City, State, Zip: Algonquin IL 60102 Phone: _____

2. Name of Contact Person: Mark Krog

Address: [REDACTED]

City, State, Zip: Algonquin, IL 60102 Daytime Ph: [REDACTED] Evening Ph: _____

C. Application Information (Individual Applicant)

1. Full Name: Mark Krog

2. Home Address: [REDACTED]

City, State, Zip: Algonquin IL 60102

3. Home Ph: [REDACTED] Daytime Ph.: _____

D. Special Event Information:

1. Date(s) of Event: April 12, 2019 Evening only, April 13, 14 2019

2. Time(s) of Event: 6pm - 9 pm. Friday night, 8am - 8 pm Saturday and Sunday

3. Duration of Event: All Day

4. Location of Event: Kelliher Park Algonquin, IL.

5. Name of Event: Algonquin Storm Bash 8U Baseball tournament

6. Maximum Number of Attendees/Participants at a Given Time: 125

7. Describe the Nature of the Public Event:

Algonquin Storm travel baseball team hosting a 8u baseball tournament at Kelliher baseball fields. The tournament will start Friday night on April 12, 2019 and play all day Saturday April 13, 2019 and finish on Sunday April 14, 2019. We figure there will be about 5-6 baseball teams in the tournament.

8. Describe Provided Security, including who is providing the security, hours, and a detailed security plan:

Will not be required.

9. Describe Parking or Traffic Control, including the location of extra parking and the # of spaces allocated, and how overflow parking will be handled:

Will not be required.

D. 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 Municipal 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 430 ILCS 85/2-20, no child sex offenders or persons convicted of a felony in the past five years or convicted of any offense under Article 9 (Homicide) of the Illinois Criminal Code 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.

Mark Krog
Signature of Applicant

3-25-19
Date

FOR INTERNAL USE ONLY:

Copy of Application Sent to: Village Manager, Police Department, Public Works, Fire District



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248222395
Feb. 19, 2008 LTR 4168C E0
23-7353007 000000 00 000
00018635
BODC: TE

ALGONQUIN AREA YOUTH ORGANIZATION
% SCOTT RICHMAN
PO BOX 265
ALGONQUIN IL 60102-0265657



029576

Employer Identification Number: 23-7353007
Person to Contact: Miss Converse
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Feb. 07, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in July 1974, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(03) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dawson Insurance Agency 303 E. Main St. Ste. 203 Barrington IL 60010	CONTACT NAME: Tim
	PHONE (A/C, No, Ext): 847-658-5644
E-MAIL ADDRESS: t.burke@dawsoninsure.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A : Indiana Ins. Companies	
NAIC #	
22659	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

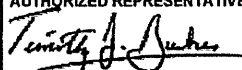
INSURED ALGAYO1
 Algonquin Area Youth Organization
 P O Box 265
 Algonquin IL 60102

COVERAGES **CERTIFICATE NUMBER:** 1831710215 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BKO57726771	4/24/2018	4/24/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAS57726771	4/24/2018	4/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO57726771	4/24/2018	4/24/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		XWO57726771	4/28/2018	4/28/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ALL EVENTS

CERTIFICATE HOLDER	CANCELLATION
VILLAGE OF ALGONQUIN 2200 Harnish Dr. Algonquin IL 60102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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