

**VILLAGE OF ALGONQUIN
VILLAGE BOARD MEETING
OCTOBER 5, 2021
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, if in person must register with the Village Clerk prior to call to order.)
- 6. CONSENT AGENDA/APPROVAL:**
All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a voice vote.
 - A. APPROVE MEETING MINUTES:**
 - (1) Liquor Commission Special Meeting Held September 21, 2021
 - (2) Village Board Meeting Held September 21, 2021
 - (3) Committee of the Whole Meeting Held September 21, 2021
- 7. OMNIBUS AGENDA/APPROVAL:**
The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote. (Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)
 - A. PASS ORDINANCES:**
 - (1) Pass an Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, by Increasing the Class A Liquor License by One
 - B. ADOPT RESOLUTIONS:**
 - (1) Pass a Resolution Accepting and Approving an Agreement with Kompan for the Purchase of Playground Equipment at Hill Climb Park in the Amount of \$72,244.03
 - (2) Pass a Resolution Accepting and Approving an Agreement with Burke LLC for the Whitehall Lane Brick Paver Replacement Design Build in the Amount of \$162,718.00
- 8. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
- 9. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
 - A.** List of Bills Dated October 5, 2021 totaling \$2,515,471.62
- 10. COMMITTEE OF THE WHOLE:**
 - A. COMMUNITY DEVELOPMENT**
 - B. GENERAL ADMINISTRATION**
 - C. PUBLIC WORKS & SAFETY**
- 11. VILLAGE CLERK'S REPORT**
- 12. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 13. CORRESPONDENCE**
- 14. OLD BUSINESS**
- 15. EXECUTIVE SESSION:** If required
- 16. NEW BUSINESS**
- 17. ADJOURNMENT**



Minutes of the Village of Algonquin
Special Liquor Commission Meeting
Held in Village Board Room on September 21, 2021

CALL TO ORDER: Liquor Commissioner Debby Sosine called the meeting to order at 7:25 pm and requested Village Clerk, Fred Martin to call the roll.

Commission Members Present: Brian Dianis, Jerrold Glogowski, Laura Brehmer, John Spella, Bob Smith. (Quorum established)

Absent: Maggie Auger and John Spella

Staff in Attendance: Tim Schloneger, Village Manager; John Bucci, Police Chief; Robert Mitchard, Public Works Director; Mike Darrow, Community Development, Fred Martin, Village Clerk and Village Attorney Kelly Cahill was also present.

Approve the Following Liquor Licenses:

A. Approve the renewal of a Class H Liquor License for Fox Valley Pottery, 2743 W. Algonquin Road

Fox Valley Pottery (FVP), LLC., 2743 W. Algonquin Road, Algonquin has re-applied for an Algonquin Liquor License, Class H - BYOB. Now that the COVID regulations have been loosened, they would like to begin extending BYOB as an offering to their participants and at this time would like to renew their Class H Liquor License. FVP has complied with the Village's requirements by completing the submittal of all documents license fee as required by the Village of Algonquin for obtaining a liquor license

The consensus of Commission to issue the license.

ADJOURNMENT: There being no further business, Commissioner Sosine adjourned the meeting at 7:29 p.m.

Submitted: _____
Fred Martin, Village Clerk



MINUTES OF THE REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF SEPTEMBER 21, 2021
HELD IN THE VILLAGE BOARD ROOM

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

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

Absent: Maggie Auger and John Spella

Staff in Attendance: Tim Schloneger, Village Manager; Mike Darrow, Community Development; John Bucci, Police Chief; Robert Mitchard, Public Works Director, Fred Martin, Clerk and Attorney, Kelly Cahill.

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

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

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

Motion carried; 4-ayes, 2-absent, 0-nays.

AUDIENCE PARTICIPATION:

1. Chris Kious, President Kane County Forest Preserve and Distrit 23 County Board Member, gave updates on KDOT activities including the Longmeadow Bridge construction delays, Randall over 90 updates and 72 over 90 on line hearing scheduled for October 14.
2. Robert Vandermeir, 1545 Seminole, asked about Algonquin's participation in ICLEI (International Council of Local Environmental Initiatives) and how it applies to the grants for pollinator projects, Tree City USA and the \$400k OSLAD grant for Stoneybrook Park. He also asked why we follow the practices of the International Code Council. Bob Mitchard addressed his concerns over the Harrison Road project delays.

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

A. APPROVE MEETING MINUTES:

- (1) Village Board Meeting Held September 7, 2021
- (2) Committee of the Whole Meeing Held September 14, 2021
- (3) Village Board Special Meeting Held September 14, 2021

B. APPROVE THE VILLAGE MANAGER'S REPORT OF AUGUST 2021

Moved by Glogowski, seconded by Brehemer, to approve the Consent Agenda of September 14, 2021.

Voice vote; ayes carried

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

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

A. PASS ORDINANCES:

- (1) Pass an Ordinance (2021-O-30) Amending Chapter 33, Liquor Control and Liquor Licensing, Increasing the Number of H Class License
- (2) Pass an Ordinance (2021-O-31(Amending Chapter 33, Liquor Control and Liquor Licensing, Amending the Description of Class A and Event Permit

B. ADOPT RESOLUTIONS:

- (1) Pass Resolution (**2021-R-72**) Accepting and Approving an Agreement with Nilco Landscape Solutions for the Downtown Snow Removal in the Amount of \$130,653.00 for the fiscal year 2021 – 2022 and further authorize the Village Manager to sign an extension to said contract for fiscal year 2022 -2023, and 2023 – 2024, in an amount not to exceed 3% of the previous year's contract price.
- (2) Pass Resolution (**2021-R-73**) Accepting and Approving an Agreement with Strand Associates for the High Hill Subdivision Phase 1&2 Engineering Services in the Amount of \$187,848.33
- (3) Pass Resolution (**2021-R-74**) Accepting and Approving an Agreement with Langton Group for the Snow and Ice Removal of Cul-de-Sacs and Eyebrows for the 2021-2022 Plowing Season in the Amount of \$214,696.84 for the fiscal year 2021 – 2022 and further authorize the Village Manager to execute an extension to said contract for fiscal year 2022 – 2023, and 2023 – 2024, in an amount not to exceed 3% of the previous year's contract price.
- (4) Pass Resolution (**2021-R-75**) Accepting and Approving an Intergovernmental Agreement with the City of McHenry for Mutual Aid

- (5) Pass Resolution (**2021-R-76**) Accepting and Approving an Intergovernmental Agreement with School District 158 for a School Resource Officer

Moved by Brehmer, seconded by Dianis, to approve the Omnibus Agenda for September 14, 2021.
Roll call vote; voting aye – Trustees Dianis, Glogowski, Brehmer, and Smith
Motion carried; 4-ayes, 2-absent, 0-nays.

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

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills for payment including payroll expenses and insurance premiums in the amount of \$1,191,399.07

Roll call vote; voting aye – Trustees Dianis, Glogowski, Brehmer, and Smith
Motion carried; 4-ayes, 2-absent, 0-nays

PAYMENT OF BILLS RECAP:

DESCRIPTION	DISBURSEMENTS
GENERAL	91,266.47
CEMETERY	2,942.00
MFT	8,434.08
STREET IMPROVEMENT	121,649.40
SWIMMING POOL	986.43
PARK IMPROVEMENT	6,200.00
WATER & SEWER	120,793.95
WATER & SEWER IMPROV	295,247.61
NATURAL AREA & DRAINAGE	2,450.00
BUILDING MAINT. SERVICE	15,365.63
VEHICLE MAINT. SERVICE	<u>32,722.36</u>
TOTAL ALL FUNDS	698,057.93

COMMITTEE REPORTS & CLERK'S REPORTS:

UNDER COMMITTEE OF THE WHOLE

A. COMMUNITY DEVELOPMENT

Moved by Dianis, seconded by Smith to approve the Public Event/Entertainment License for the Algonquin Aces Halloween Tournament planned for October 23-24, 2021. This event will be held at Algonquin Lakes Park 700 Lake Plumleigh Way with 8 teams/300 participants expected in the tournament. Team entry fees will be donated to Algonquin Area Youth Organization, the Algonquin Aces, a not-for-profit program.

Motion carried; 4-ayes, 2-absent, 0-nays

B. GENERAL ADMINISTRATION

C. PUBLIC WORKS & SAFETY

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

Algonquin is shown to have lost population from 2010 to 2020 per the new census. This is surprising as several new housing units came on line. Algonquin is not alone in this. Regionally, the Metropolitan Mayors Caucus heard from other individual municipalities that believe their numbers are low or that an undercount may have occurred among some residents. Tim will be participating in an a meeting with the purpose of identifying commonalities between communities, and potentially coordinating a regional response. The census count is important because the Village receives state shared revenue such as motor fuel taxes and our share of state income tax on an per capita basis. Trustee Smith asked if there was a comparison performed with School District 300 showing the same decline, there was no knowledge of a similar report.

COMMUNITY DEVELOPMENT:

Mr. Darrow:

1. The Algonquin Advantage- Over the next several months, Community Development will be providing updates via social media on the advantage of development and redevelopment within our Village. These posts will shine the light on our unique approach to place-making, community engagement and innovation. Beyond our social media posts, you will also see references to the Algonquin Advantage in our upcoming economic development video and marketing material as we prepare for the developer's breakfast next month.
2. Permitting Process- Speaking of the Algonquin Advantage, staff from Community Development will be meeting with neighboring communities to discuss our permitting processes from the application

submittal to certificate of compliance. In addition to meetings with local community development departments, we are also meeting with folks who apply for permits. Our process centers around making our permitting process efficient, customer-driven, sustainable and second-to-none. Look for updates on this process in the coming weeks.

3. Fall Building Permit Push- We continue to see a significant amount of permitting this late summer. Our inspectors are doing roughly 30 inspections on a daily basis and we continue to see an up-tic in inspections from pools to patios to new homes.
4. NorthPoint- The Plan Commission approved the PUD process for NorthPoint last week. The TIF and planning process will be presented and reviewed by the Committee of the Whole and Village Board over the months ahead. If you have any questions on this process, please don't hesitate to contact Jason or Mike.
5. Algonquin Commons- There are several new businesses that have received permits for the Algonquin Commons projects including Barns and Noble, X Golf and Tap House Grill. Our building inspection team is working hard to ensure that this process continues to run smoothly, particularly during this busy period.
6. Developer Breakfast – Post cards will be mailed out to developers this week for our developer's breakfast on October 28th. The breakfast will highlight the Algonquin Advantage, our marketing video as well as highlights to A+ Algonquin. We are really excited for this event as we continue to promote the Village.
7. Harvest Market Fall Festival – This Saturday will be the Harvest Market Fest presented by the Rotary. Community Development staff, in conjunction with law enforcement, fire and public works will be doing a run-through with the Rotary this week. Additionally, the Rotary has sent mailings to all downtown businesses outlining the event.
8. Planning Commissioner Training – Community Development conducted Plan Commissioner training last month. We'll be doing a special training series for members who weren't able to attend last month this Tuesday. We want to thank the Commissioners for attending this important update and training.
9. A+ Algonquin Updates- Our A+ Algonquin updates include some new marketing and place-making information on a sub-area scale, updated information on our commitment to customer service, our soon-to-be-launched paperless campaign and updates on permitting and entitlement processes.

POLICE DEPARTMENT:

Chief Bucci:

1. He thanked Officer Dykstra for his presentation and representing APD and the position of SRO at a recent District Board meeting. Officer Dykstra was acknowledged for his presentation and professionalism, which is a great representation of APD – thank you and keep up the great work.
2. Chief, thanked the Board, employees throughout the Village of Algonquin and the residents for their involvement and support during Chief Laine's Celebration of Life. The event was very successfully, as we showed our appreciation for his years of service to the Village of Algonquin and the Law Enforcement Profession.

PUBLIC WORKS:

Mr. Mitchard:

1. Scott Street Road project
 - a. Behind schedule
 - b. Water main lining project has been completed

Week of September 20th

- c. Reinstall underdrain along Scott St. (Monday)
- d. Frame and pour concrete for driveways along Scott St. (Tuesday)
- e. Remove curb and gutter throughout project site (Wednesday)
- f. Frame and pour curb and gutter throughout project site (Thursday/Friday)

Week of September 27th

- g. Landscaping restoration throughout project site (Monday/Tuesday/Wednesday)
 - h. Structure adjustments throughout project site (Wednesday/Thursday)
 - i. HMA (Hot Mix Asphalt) patching and driveway removal and replacements throughout project site (Thursday/Friday)
2. Harnish Drive
 - a. Binder is installed throughout the job
 - b. Dust complaints have been mitigated
 - c. Concrete work is poor and requires some removal and replacement, which should begin tomorrow
 - d. Once concrete work is finished, landscape restoration will follow
 - e. Final surface installation within 2 weeks
 3. WWTP Renovations
 - a. Contractor is moving along with little problems
 - b. Contract is under budget and ahead of schedule
 - c. Digester covers on 3 of 4 Anaerobic Digesters are either installed, 4th being prepared for installation
 - d. Paving of parking lot areas in October
 - e. Landscape restoration of turf grass and natural landscaping beds to be started soon. Walk through of landscaping areas tomorrow with staff
 4. Randall Road –
 - a. Ribbon cutting was a nice event
 - b. Punch list items to be worked through with contractor

- c. County will provide us with required as-built drawings so our GIS maps can be updated
- d. \$100k for tree loss has been deposited in restricted account with the Village for reforestation purposes within McHenry County portions of the Village
- 5. Main Street Roundabout/N. Harrison Streetscape and bike path
 - a. Additional water main work in cemetery is progressing well and should wrap up within 2 weeks
 - b. Work proceeding on North Harrison with Storm sewer installation completed. Traffic on N. Harrison will be limited to one-way traffic southbound as of September 20th to facilitate staged pours of concrete roadway surface and brick subbases.
 - c. Businesses will all maintain full access during road surface construction, but detours will change as work progresses between Sunny and Algonquin Road. Signage will guide motorists during changes to a fluid worksite.
 - d. S. Harrison, south of Washington is essentially complete and looks great. A few areas near intersection of S. Harrison and Washington still requires restoration, and we have had a few concerns from residents there
- 6. Randall Road Wetland Complex
 - a. Tree removal has been completed
 - b. Creek work is completed
 - c. Invasive species herbiciding completed on east section
 - d. The soil for the berm and dam has been placed and graded. Black dirt is stored temporarily on slopes of detentions for respreads later
- 7. Gaslight Tennis Court
 - a. Completed and open for play for tennis and pickle ball
- 8. Ratt Creek Sewer Relocation Project
 - a. Final connections for sanitary sewer and last manholes are being installed
 - b. Once that is complete, restoration will continue and permanent fences will be installed at school and Jaycee Field

CORRESPONDENCE & MISCELLANEOUS:

OLD BUSINESS:

Trustee Smith expressed residents complaints regarding The Art On The Fox parking on both sides of Harrison, and the same concerns regarding this weekend's event in the same location. Trustee Glogowski also agreed about the parking issue. Chief Bucci said his department is aware of the issue and will address it.

EXECUTIVE SESSION:

None

NEW BUSINESS:

Trustee Glogowski moved, seconded by Trustee Brehmer, to pass Resolution (2021-R-77) Authorizing the Village Manager and Village Attorney to Execute the Documents to Effectuate the Conveyance of the Property Known as 221 South Main Street, Algonquin owned by Algonquin State Bank, N.A., to the Village of Algonquin Where the Village Purchases the Property for \$799,999.00

Roll call vote; voting aye – Trustees Dianis, Glogowski, Brehmer, and Smith
 Motion carried; 4-ayes, 2-absent; 0-nays.

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

Roll call vote; voting aye – Trustees Dianis, Glogowski, Brehmer, and Smith
 Motion carried; 4-ayes, 2-absent, 0-nays.

The meeting was adjourned at 8:10PM.

Submitted:

 Village Clerk, Fred Martin

Approved this 5th day of October, 2021

 Village President, Debby Sosine



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On September 21, 2021
Village Board Room
2200 Harnish Dr. Algonquin, IL**

AGENDA ITEM 1: Roll Call to Establish a Quorum
Trustee Dianis, Chairperson, called the Committee of the Whole meeting to order at 8:10 p.m.

Present: Trustees Laura Brehmer, Brian Dianis, Jerry Glogowski, Robert Smith, President Debby Sosine and Clerk Martin.
A quorum was established
Absent: Trustees Auger and Spella

Staff Members Present: Village Manager, Tim Schloneger; Public Works Director Bob Mitchard; Community Development, Mike Darrow ; Police Chief, John Buccu; and Village Attorney, Kelly Cahill

AGENDA ITEM 2: Public Comment
None

AGENDA ITEM 3: Community Development
None

AGENDA ITEM 4: General Administration
Mr. Schloneger

A. Consider Amending Chapter 33, Liquor Control and Liquor Licensing, by Increasing the Class A Liquor License by One for the Tap House Grill.

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

AGENDA ITEM 5: Public Works & Safety

Mr. Mitchard Presented

A. Consider an Agreement with Kompan for the Purchase of Playground Equipment at Hill Climb Park presented by Director Mitchard. Trustee Smith questioned storage costs, a 20 year replacement cycle was explained. Trustee Brehmer questioned the replacement of the rubber matting and the bidding process. The pricing presented is for equipment only.

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

B. Consider an Agreement with Burke LLC for the Whitehall Lane Brick Paver Replacement Design Build presented by Director Mitchard. Trustee Brehmer expressed concerns over snow plowing and salt over the new pavers.

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

AGENDA ITEM 6: Executive Session
None

AGENDA ITEM 7: Other Business
None

AGENDA ITEM 8: Adjournment

There being no further business, Chairperson Dianis adjourned the meeting at 8:19 p.m.

Submitted: _____
Fred Martin, Village Clerk

ORDINANCE NO. 2021 - O -
An Ordinance Amending Chapter 33, Liquor Control
and Liquor Licensing, of the Algonquin Municipal Code

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

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

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

1. Six Class A licenses at any one time.

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

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

SECTION 4: This Ordinance shall be in full force and effect _____, 2021, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

Village President, Debby Sosine

ATTEST: _____
Village Clerk, Fred Martin

Passed: _____

Approved: _____

Published: _____



2021 - 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 Kompan for the Purchase of Playground Equipment at Hill Climb Park in the Amount of \$72,244.03, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2021

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: September 15, 20 21

Purchase Order No. SP10464-5

Project: Hill Climb Park Equipment		Location: 801 Circle Dr., Algonquin, IL 60102	
Originating Department:		Public Works	
Owner	Consultant/Vendor	Developer	
Village of Algonquin Address: 110 Meyer Drive Algonquin, IL 60102 Phone: 847-658-2754 Fax: 847-658-2759 Contact: Katie Gock	Name: Kompan, Inc. Address: 605 W. Howard Lane, Suite 101 Austin, TX 78753 Phone: 800-426-9788 Fax: Contact: Eric Fernandez	(where applicable) Phone: Fax: Contact:	

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 72,244.03

SCOPE OF WORK:

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

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

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

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
7		Hill Climb Park Equipment	\$ 72,244.03 NOT TO EXCEED	\$ 72,244.03
			TOTAL	\$ 72,244.03

NOTES:

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

WARRANTIES and INDEMNIFICATION

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

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required.

ACCEPTANCE OF PURCHASE AGREEMENT

The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

CONSULTANT/VENDOR:

By: _____
 Representative of Vendor authorized to execute Purchase Agreement

OWNER:

Village of Algonquin
 By: _____
 Title: Debby Sosine, President
 Dated: October 5, 2021

SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
- 3. Familiarity With Plans; Qualifications:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

10. Insurance:

10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

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

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

11. Indemnity: Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

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

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

14. Compliance With Laws: During the performance hereunder, Consultant/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

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

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

17. Assignment: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

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

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

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

CONSULTANT/VENDOR:

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

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

1. **Commercial General Liability Insurance**

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

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

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

Scope of Work/Services – Vendor/Services

VOA: _____

_____: _____

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

Contract Price – Vendor/Services

VOA: _____

_____ : _____

Schedule C

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

VOA: _____

_____ : _____

Evidence of Insurance.

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

General Insurance Provisions

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

VOA: _____

_____ : _____

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

Supplemental Terms and Conditions

VOA: _____

_____ :

Sales Proposal







Algonquin Park District
Katie Gock
2 S Main St
Algonquin, IL 60102

Quote No. SP104645-1
Customer No. C018992
Document Date 08/12/2021
Expiration Date 10/11/2021

Sales Representative Eric Fernandez
E-Mail EriFer@kompan.com

Customer Ref. Hill Climb Park Algonquin

Project Name US274222 Replacement of Old Moments Pieces for Algonquin PD

No.	Description	Qty	Unit	Unit Price	Net Price
M52570-3417P	Steam Engine In-ground 60cm	1	Pieces	12,580.00	12,580.00
					
M52670-3417P	Railway Carriage In-ground 60cm	1	Pieces	13,870.00	13,870.00
					
M52900-3317P	Coupling In-ground 50cm	1	Pieces	620.00	620.00
					
M53470-3418P	Truck In-ground 60cm	1	Pieces	15,140.00	15,140.00
					
M53570-3418P	Fire Engine In-ground 60cm	1	Pieces	18,040.00	18,040.00
					
M53170-3313P	Mini Car In-ground 50cm	1	Pieces	5,840.00	5,840.00
					

Sales Proposal


Algonquin Park District
 Katie Gock
 2 S Main St
 Algonquin, IL 60102

Quote No. SP104645-1
 Customer No. C018992
 Document Date 08/12/2021
 Expiration Date 10/11/2021

Sales Representative Eric Fernandez
 E-Mail EriFer@kompan.com

Customer Ref. Hill Climb Park Algonquin

Project Name US274222 Replacement of Old Moments Pieces for Algonquin PD

No.	Description	Qty Unit	Unit Price	Net Price
<u>M13070-12P</u>	Scrambler - Red In-ground 60cm	1 Pieces	1,120.00	1,120.00
				
FREIGHT	Freight	1 Pieces	5,034.03	5,034.03
Total USD				72,244.03

Payment Terms 50% Prepayment, 50% Net 30 days

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): Debby Sosine, President

Date: October 5, 2021



2021 - 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 Burke LLC for the Whitehall Lane Brick Paver Replacement Design Build in the Amount of \$162,718.00, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2021

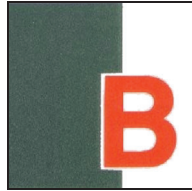
APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



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

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

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

PROJECT: Whitehall Lane Brick Paver Replacement

The project shall include the removal and replacement of the concrete retaining edge, brick pavers, and all necessary subgrade along Whitehall Lane between Square Barn Road and Tiverton Court. The brick pavers shall be set on an asphalt leveling pad over a 5-inch thick concrete base course. Furnishing, installing, and maintaining all traffic control devices required to close one entrance/exit at a time and redirect traffic to the opposite entrance/exit is also included in the GMP. Two-way traffic in and out of the subdivision will be maintained throughout construction. All required asphalt restoration shall be completed by Public Works.

CONTRACT DATE: TBD

GUARANTEED MAXIMUM
PRICE: \$162,718

SUBSTANTIAL COMPLETION DATE: November 5, 2021

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

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

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered into a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

.1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;

.2 This Contract;

.3 Village of Algonquin Standard Certifications
a. Business Organization
b. Certification of Eligibility
c. Equal Employment Opportunity
d. Illinois Prevailing Wage Act
e. Contractor's Certification
f. Apprenticeship and Training Program Certification

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

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

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

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

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material

suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

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

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

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

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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

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

3.4 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site,

number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

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

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

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

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

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

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

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the

construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

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

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

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

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

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

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

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

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

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

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

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

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

subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

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

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

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

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

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

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

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

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

10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

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

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.
- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.

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

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

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

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the October 13, 2020. A delay in the Owner's execution of this Contract which postpones the commencement of the Work.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be contingent upon authorization to proceed. Once received, the work will be completed within 3 weeks, pending appropriate weather conditions.
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

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

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

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

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

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

ARTICLE 8 - PAYMENT

8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. This price shall include the Construction Manager's Fee including professional fees, general conditions, insurance, and overhead and profit. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the removal and replacement of the concrete retaining curb and all brick pavers located between Square Barn Road and Tiverton Court. The brick pavers shall be set on an asphalt leveling pad over a 5-inch thick concrete base course. Traffic control required to close one entrance/exit at a time and redirect traffic to the opposite entrance/exit is also included in the GMP. Two-way traffic in and out of the subdivision will be maintained at all times. All required asphalt restoration will be completed by Public Works.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site is free of rock, debris or other bad soil conditions
 - .2 Hazardous materials are not present at the site.
 - .3 Durations to acquire permits are beyond the Contractor's control.
 - .4 No utility conflicts exist.
 - .5 To the extent that the Exhibits are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further

development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

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

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

.1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.

.2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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

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

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

Construction Manager agrees that all payments made by the OWNER shall be applied to the payment or reimbursement of the costs with respect to which

they were paid, and not to any pre-existing or unrelated debt between Construction Manager and OWNER or between the Construction Manager and any subcontractors or suppliers.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

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

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

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

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

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

.3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the

same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

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

.1 Labor costs.

.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s agreement, at off-site locations.

.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when engaged in performance of the Work.

.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.

.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

.2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

- .4 Costs of other materials and equipment, temporary facilities and related items.
 - .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
 - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
 - .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
 - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of

defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

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

- .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
- .1 Defective work not remedied;
 - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
 - .3 Failure to make payments to subcontractors for labor, materials or equipment;
 - .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;

- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

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

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

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

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

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

9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the

Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

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

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

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

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000

Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

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

Worker's Compensation & Employer's Liability

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

Commercial Umbrella/Excess Liability

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

Professional Liability

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

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

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

10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any

insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.

- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

ARTICLE 11 - TERMINATION

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

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

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

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

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

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

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

ARTICLE 12 - DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

ARTICLE 13 – LIQUIDATED DAMAGES

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

ARTICLE 14 - MISCELLANEOUS

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

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

Owner:

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102

Contractor:

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

By: _____ Date: _____
Debby Sosine, President

By:  _____ Date: 8/17/2021
Principal

Attest: _____ Date: _____
Fred Martin, Clerk

By:  _____ Date: 8/17/2021
Principal

Guarantee

Pursuant to paragraph 10.10 of this Agreement, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.


By:  Date: 12/6/17
Principal

By:  Date: 12/6/17
Principal

By:  Date: 12/6/2017
Principal

By:  Date: 12/06/2017
Principal

By:  Date: 12/6/17
Principal

By:  Date: 12/06/17
Principal

By:  Date: 12-16/17
Principal

By:  Date: 12/6/2017
Principal



Whitehall Lane Drive Brick Paver Replacement Algonquin, Illinois

Exhibit A - Summary Schedule of Values



Pay Item Description	Contract Value	
Brick Paver Replacement	\$	78,975.60
Aggregate Base 8"	\$	6,708.68
Concrete Base 5"	\$	26,749.80
Pavement Removal	\$	8,901.90
Excavation	\$	11,245.50
Concrete Border	\$	5,386.50
Traffic Control	\$	12,000.00
Construction Management	\$	5,250
General Conditions (Insurance OH and Profit)	\$	7,500
Contract Price		\$ 162,718



Village of Algonquin

The Gem of the Fox River Valley

September 30, 2021

Village President and Board of Trustees:

The List of Bills dated 10/5/21, payroll expenses, and insurance premiums totaling \$2,515,471.62 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.

ABT Electronics	\$ 9,781.00	GMC Fitness Room Equipment
CDW Government	3,536.00	Beyondtrust Remote Access
Co-Star Realty Information	8,100.00	Economic Development Software
Hitchcock Design	9,329.31	Presidential Park OSLAD Grant Application
Martam Construction	438,421.23	Ratt Creek Reach 5 Sewer Improvements
Metro Strategies	6,000.00	Public Relations July/August
Plote Construction	110,732.51	Terrace Hill Street Improvements
Williams Brothers	879,926.56	IEPA – WWTP Improvements Phase 6B

Please note:

The 9/30/2021 payroll expenses totaled \$598,226.21.

October 2021 insurance premiums to IPBC totaled \$178,877.52.

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

Tim Schloneger
Village Manager

TS/mjn

Village of Algonquin

List of Bills 10/5/2021

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ABT ELECTRONICS INC					
GMC FITNESS ROOM EQUIPMENT	9,781.00	GEN NONDEPT - EXPENSE GEN GOV PROFESSIONAL SERVICES	01900100-42234-	0505101TMSR	10220049
	Vendor Total: \$9,781.00				
ALEXANDER EQUIPMENT CO INC					
CHIPPER KNIVES/U-BOLT LINKAGE KITS	508.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	181531	29220018
	Vendor Total: \$508.80				
ARAMARK UNIFORM SERVICES					
MAT CLEANING - PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000185349	28220002
MAT CLEANING - PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000188471	28220002
MAT CLEANING - GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000185352	28220002
MAT CLEANING - GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000188474	28220002
MAT CLEANING - WWTF	35.25	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000188458	28220002
MAT CLEANING - PD	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000185350	28220002
MAT CLEANING - PD	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000188473	28220002
SHOP TOWELS	29.61	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	610000185342	29220041
SHOP TOWELS	29.61	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	610000188460	29220041
UNIFORM FLEET	64.05	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	610000185347	29220041
UNIFORM FLEET	64.05	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	610000188464	29220041
	Vendor Total: \$436.59				
ARROW ROAD CONSTRUCTION					
21-00000-00-GM ASPHALT	147.93	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	29001	40220229
21-00000-00-GM ASPHALT	151.81	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	29197	40220243
ASHALT REMOVAL	525.00	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	29048	70220175

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		MFT - EXPENSE PUBLIC WORKS			
21-00000-00-GM ASPHALT	770.18	MATERIALS	03900300-43309-	28977	40220228
		MFT - EXPENSE PUBLIC WORKS			
21-00000-00-GM ASPHALT	792.01	MATERIALS	03900300-43309-	29176	40220244
	Vendor Total: \$2,386.93				
ASSURED FLOW SALES INC					
		WATER OPER - EXPENSE W&S BUSI			
HYDRANT LUBE	481.03	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	15114	70220178
	Vendor Total: \$481.03				
B & F CONSTRUCTION CODE SERVICES INC					
		CDD - EXPENSE GEN GOV			
X-GOLF MISCELLANEOUS PLAN REVIEWS	2,675.00	PROFESSIONAL SERVICES	01300100-42234-	57307	30220040
		CDD - EXPENSE GEN GOV			
CHICK-FIL-A HOOD PLAN REVIEW	375.00	PROFESSIONAL SERVICES	01300100-42234-	57271	30220040
		CDD - EXPENSE GEN GOV			
GRAND RESERVE PLAN REVIEW	1,250.82	PROFESSIONAL SERVICES	01300100-42234-	57124	30220040
		CDD - EXPENSE GEN GOV			
GRAND RESERVE PLAN REVIEW	1,306.68	PROFESSIONAL SERVICES	01300100-42234-	57123	30220040
		CDD - EXPENSE GEN GOV			
GRAND RESERVE PLAN REVIEW	1,343.43	PROFESSIONAL SERVICES	01300100-42234-	57122	30220040
		CDD - EXPENSE GEN GOV			
GRAND RESERVE PLAN REVIEW	1,437.51	PROFESSIONAL SERVICES	01300100-42234-	57125	30220040
	Vendor Total: \$8,388.44				
BOTTS WELDING					
		VEHICLE MAINT. BALANCE SHEET			
HOT ROLL STEEL	308.00	INVENTORY	29-14220-	678595	29220049
	Vendor Total: \$308.00				
BS AND T					
		GENERAL SERVICES PW - EXPENSE			
POND TREATMENT	650.00	PROFESSIONAL SERVICES	01500300-42234-	32979	50220074
	Vendor Total: \$650.00				
CDS OFFICE SYSTEMS INC					
		GEN NONDEPT - EXPENSE GEN GOV			
CF33 DOCKING STATION AND ARB36 READER	680.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	INV1394885	10220228
		SEWER OPER - EXPENSE W&S BUSI			
CF33 DOCKING STATION AND ARB36 READER	85.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	INV1394885	10220228
		WATER OPER - EXPENSE W&S BUSI			
CF33 DOCKING STATION AND ARB36 READER	85.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	INV1394885	10220228
	Vendor Total: \$850.00				
CDW LLC					
		GS ADMIN - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
TONER CART 05A COMPTROLLER	95.94	OFFICE SUPPLIES	01100100-43308-	K184447	10220224
		CDD - EXPENSE GEN GOV			
HP PLOTTER PRINTHEAD REPLACEMENT	62.04	OFFICE SUPPLIES	01300100-43308-	K076013	10220199
		GEN NONDEPT - EXPENSE GEN GOV			
HP PLOTTER PRINTHEAD REPLACEMENT	62.04	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	K076013	10220199
		GS ADMIN - EXPENSE GEN GOV			
HP PLOTTER PRINTHEAD REPLACEMENT	62.04	OFFICE SUPPLIES	01100100-43308-	K076013	10220199
		POLICE - EXPENSE PUB SAFETY			
HP PLOTTER PRINTHEAD REPLACEMENT	62.02	OFFICE SUPPLIES	01200200-43308-	K076013	10220199
		PWA - EXPENSE PUB WORKS			
HP PLOTTER PRINTHEAD REPLACEMENT	62.04	OFFICE SUPPLIES	01400300-43308-	K076013	10220199
		GEN NONDEPT - EXPENSE GEN GOV			
SYMANTEC 22 ADDON LICENSE 1 YEAR	440.88	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	K353481	10220204
		SEWER OPER - EXPENSE W&S BUSI			
SYMANTEC 22 ADDON LICENSE 1 YEAR	55.11	IT EQUIPMENT & SUPPLIES	07800400-43333-	K353481	10220204
		WATER OPER - EXPENSE W&S BUSI			
SYMANTEC 22 ADDON LICENSE 1 YEAR	55.11	IT EQUIPMENT & SUPPLIES	07700400-43333-	K353481	10220204
		GEN NONDEPT - EXPENSE GEN GOV			
BEYONDTRUST PRIV REMOTE ACCESS	2,828.80	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	K607435	10220200
		SEWER OPER - EXPENSE W&S BUSI			
BEYONDTRUST PRIV REMOTE ACCESS	353.60	IT EQUIPMENT & SUPPLIES	07800400-43333-	K607435	10220200
		WATER OPER - EXPENSE W&S BUSI			
BEYONDTRUST PRIV REMOTE ACCESS	353.60	IT EQUIPMENT & SUPPLIES	07700400-43333-	K607435	10220200
		Vendor Total: \$4,493.22			
CHICAGO PARTS & SOUND LLC					
		VEHCL MAINT-REVENUE & EXPENSES			
FORD TRAINING MARTINEZ/OLMSTEAD	990.00	TRAVEL/TRAINING/DUES	29900000-47740-	1-0222498	29220097
		Vendor Total: \$990.00			
CHRISTOPHER B BURKE ENG LTD					
		CDD - EXPENSE GEN GOV			
703 HARRISON PLAN REVEIW	218.75	PROFESSIONAL SERVICES	01300100-42234-	168634	30220039
		STREET IMPROV- EXPENSE PUBWRKS			
NORTH RIVER ROAD	6,100.00	ENGINEERING/DESIGN SERVICES	04900300-42232-S2221	168643	40220235
		PARK IMPR - EXPENSE PUB WORKS			
PRESIDENTIAL PARK PLAT OF SURVEY	11,774.35	ENGINEERING/DESIGN SERVICES	06900300-42232-	168645	40220225
		Vendor Total: \$18,093.10			
COMCAST CABLE COMMUNICATION					
		POLICE - EXPENSE PUB SAFETY			
10/1/21-10/31/21 POLICE DEPARTMENT	4.20	EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10220031
		GS ADMIN - EXPENSE GEN GOV			
9/22/21-10/21/21 HVH	108.35	TELEPHONE	01100100-42210-	8771 10 002 0416275	10220027
		SWIMMING POOL -EXPENSE GEN GOV			
9/14/21-10/13/21 POOL	108.35	TELEPHONE	05900100-42210-	8771 10 002 0452635	10220033

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
9/12/21-10/11/21 WTP #3	148.35	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0443121	10220032
Vendor Total: \$369.25					
COMMONWEALTH EDISON					
8/11/21-9/10/21 LA FOX & CENTER LS	217.01	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0041133224	70220031
8/11/21-9/10/21 HUNTINGTON BOOSTER	493.47	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0101073045	70220008
8/10/21-9/9/21 WOODS CREEK LS	420.70	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0107108145	70220019
8/12/21-9/15/21 WELL #901 SANDBLOOM RD	659.79	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0112085088	70220009
8/11/21-9/10/21 WILBRANDT REAR TOWER	27.30	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	0249109037	10220002
8/12/21-9/10/21 HUNTINGTON DR PRV	55.55	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0282127066	70220113
8/12/21-9/10/21 HANSON TOWER	61.41	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1697161042	70220010
8/11/21-9/10/21 MCCD TRAILHEAD	47.76	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	2073075100	50220010
8/12/21-9/10/21 SPRINGHILL/COUNTY LINE	46.66	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2079003028	70220011
8/11/21-9/10/21 JACOBS TOWER	44.75	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2355094078	70220012
8/12/21-9/10/21 LOWE DRIVE LS	46.71	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3027111096	70220013
8/11/21-9/10/21 CHARGING STATIONS	175.03	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3139139140	50220008
8/11/21-9/10/21 N RIVER ROAD LS	53.31	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3153024057	70220014
8/11/21-9/10/21 ROUTES 31 AND 62	120.92	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3886048007	50220011
8/13/21-9/10/21 STREET LIGHTS	923.11	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4473011035	50220012
8/11/21-9/10/21 BRITTANY HILLS LS	34.79	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	4483077090	70220015
8/11/21-9/10/21 COPPER OAKS TOWER	60.45	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4777074007	70220016
8/11/21-9/10/21 HILLSIDE BOOSTER	59.12	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5743093053	70220017
Vendor Total: \$3,547.84					
COMPLETE CLEANING CO INC					
BUILDING MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CLEANING - HVH	504.00	OUTSOURCED INVENTORY	28-14240-	C18921	28220022
		BUILDING MAINT. BALANCE SHEET			
CLEANING - WWTF	671.00	OUTSOURCED INVENTORY	28-14240-	C18918	28220022
		BUILDING MAINT. BALANCE SHEET			
CLEANING - PW	1,203.00	OUTSOURCED INVENTORY	28-14240-	C18919	28220022
		BUILDING MAINT. BALANCE SHEET			
CLEANING - GMC	2,314.00	OUTSOURCED INVENTORY	28-14240-	C18920	28220022
	Vendor Total: \$4,692.00				
CONDY HOLDINGS LLC					
		WATER OPER - EXPENSE W&S BUSI			
WTP #2 CHEMICALS	884.79	CHEMICALS	07700400-43342-	SLS 10095141	70220169
	Vendor Total: \$884.79				
CONSERV FS					
		GENERAL SERVICES PW - EXPENSE			
HYDRO MULCH	1,468.00	MATERIALS	01500300-43309-	6408698	50220069
	Vendor Total: \$1,468.00				
COSTAR REALTY INFORMATION INC					
		CDD - EXPENSE GEN GOV			
CDD SOFTWARE	8,100.00	ECONOMIC DEVELOPMENT	01300100-47710-	114643424-1	30220041
	Vendor Total: \$8,100.00				
DLS INTERNET SERVICES					
		GEN NONDEPT - EXPENSE GEN GOV			
10/25/21-11/25/21 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1605026	10220020
		SEWER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1605026	10220020
		WATER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1605026	10220020
		GEN NONDEPT - EXPENSE GEN GOV			
10/25/21-11/25/21 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1605047	10220020
		SEWER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1605047	10220020
		WATER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1605047	10220020
		GEN NONDEPT - EXPENSE GEN GOV			
10/25/21-11/25/21 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1605050	10220020
		SEWER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1605050	10220020
		WATER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1605050	10220020
		GEN NONDEPT - EXPENSE GEN GOV			
10/25/21-11/25/21 AT&T BROADBAND	40.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1605048	10220020
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
10/25/21-11/25/21 AT&T BROADBAND	5.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1605048	10220020
		WATER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	5.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1605048	10220020
		GEN NONDEPT - EXPENSE GEN GOV			
10/25/21-11/25/21 AT&T BROADBAND	120.30	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1605046	10220020
		SEWER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07800400-43333-	1605046	10220020
		WATER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07700400-43333-	1605046	10220020
		GEN NONDEPT - EXPENSE GEN GOV			
10/25/21-11/25/21 AT&T BROADBAND	120.30	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1605049	10220020
		SEWER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07800400-43333-	1605049	10220020
		WATER OPER - EXPENSE W&S BUSI			
10/25/21-11/25/21 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07700400-43333-	1605049	10220020
		WATER OPER - EXPENSE W&S BUSI			
	Vendor Total: \$380.76				
DYNEGY ENERGY SERVICES					
		SEWER OPER - EXPENSE W&S BUSI			
8/12/21-9/12/21 ALGONQUIN SHORES LS	339.32	ELECTRIC	07800400-42212-	0033167056	70220042
		SEWER OPER - EXPENSE W&S BUSI			
8/12/21-9/9/21 BRAEWOOD LS	735.50	ELECTRIC	07800400-42212-	0813024065	70220043
		WATER OPER - EXPENSE W&S BUSI			
8/11/21-9/9/21 CARY BOOSTER	387.39	ELECTRIC	07700400-42212-	1263068132	70220049
		WATER OPER - EXPENSE W&S BUSI			
8/11/21-9/9/21 COUNTRYSIDE BOOSTER	85.65	ELECTRIC	07700400-42212-	3909078023	70220044
		SEWER OPER - EXPENSE W&S BUSI			
8/10/21-9/8/21 GRAND RESERVE LS	308.38	ELECTRIC	07800400-42212-	1784099011	70220045
		SWIMMING POOL -EXPENSE GEN GOV			
8/12/21-9/14/21 POOL	908.34	ELECTRIC	05900100-42212-	4484041003	10220037
		WATER OPER - EXPENSE W&S BUSI			
8/11/21-9/9/21 WELL #9	1,191.07	ELECTRIC	07700400-42212-	1753062020	70220046
		WATER OPER - EXPENSE W&S BUSI			
8/12/21-9/9/21 ZANGE BOOSTER	461.36	ELECTRIC	07700400-42212-	2425109004	70220048
		WATER OPER - EXPENSE W&S BUSI			
	Vendor Total: \$4,417.01				
E GOV STRATEGIES LLC					
		GS ADMIN - EXPENSE GEN GOV			
EMAILS PROCESSED IN JULY 2021	77.88	VILLAGE COMMUNICATIONS	01100100-42245-	INV-10050	10220223
	Vendor Total: \$77.88				
EAST JORDAN IRON WORKS INC					
		GENERAL SERVICES PW - EXPENSE			
MH FRAMES	1,515.96	MAINT - STORM SEWER	01500300-44431-	110210058669	50220077
	Vendor Total: \$1,515.96				

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FISHER AUTO PARTS INC					
RETURNED AIR, OIL & HYDRAULIC FILTERS	-83.45	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-585271	29220001
RETURNED FUEL WATER SEPARATOR FILTEF	-26.28	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-586253	29220001
LIGHT CAPSULE	25.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-588002	29220001
VAPOR CANISTER PURGE VALVE	36.32	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-587835	29220001
OIL FILTERS/CARB CLEANER	126.47	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-587354	29220001
DISC BRAKE PAD SETS & ROTORS	320.69	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-586828	29220001
	Vendor Total: \$399.39				
FRESHCOAT PAINTING INC					
PAINT INSIDE HVH	2,350.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	10439	28220054
	Vendor Total: \$2,350.00				
GASVODA & ASSOCIATES					
WTP #2 PARTS	3,961.54	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	INV2101728	70220168
	Vendor Total: \$3,961.54				
GOVTEMPSUSA LLC					
9/6/21-9/19/21 BLANCHARD	3,775.80	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	3814967	30220006
	Vendor Total: \$3,775.80				
GRAINGER					
BATTERIES	108.50	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	9062878310	50220075
MARKING PAINT	140.64	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	9061017472	50220073
UNDERGROUND ENCLOSURE	211.30	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	9886072090	70220177
V-BELT	19.61	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9056945463	28220021
PLUG-IN CFL BULB	409.25	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9059458274	28220021
AIR FILTER	448.84	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9050813758	28220021
	Vendor Total: \$1,338.14				
H & H ELECTRIC CO					
		STREET IMPROV- EXPENSE PUBWRKS			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RANDALL ROAD PEDESTRIAN UNDERPASS	548.60	CAPITAL IMPROVEMENTS	04900300-45593-S1264	37468	40220239
		MFT - EXPENSE PUBLIC WORKS			
21-00000-00-GM STREET LIGHT	7,573.50	MAINT - STREET LIGHTS	03900300-44429-	37465	40220233
	Vendor Total: \$8,122.10				
HANDLE WITH CARE CAR WASH					
		VEHICLE MAINT. BALANCE SHEET			
CLEAN UNIT 26	200.00	OUTSOURCED INVENTORY	29-14240-	235365	29220096
	Vendor Total: \$200.00				
HAYES INDUSTRIES					
		WATER OPER - EXPENSE W&S BUSI			
PLUMBING REPAIRS FOR METER INSTALLS	623.62	METERS & METER SUPPLIES	07700400-43348-	50466	70220070
	Vendor Total: \$623.62				
HD SUPPLY FACILITIES MAINTENANCE LTD					
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	67.72	LAB SUPPLIES	07800400-43345-	719279	70220179
		WATER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	77.50	LAB SUPPLIES	07700400-43345-	706150	70220167
		SEWER OPER - EXPENSE W&S BUSI			
LEAK DETECTORS	47.31	SMALL TOOLS & SUPPLIES	07800400-43320-	634473	70220174
		WATER OPER - EXPENSE W&S BUSI			
LEAK DETECTORS	47.30	SMALL TOOLS & SUPPLIES	07700400-43320-	634473	70220174
	Vendor Total: \$239.83				
HITCHCOCK DESIGN GROUP					
		PARK IMPR - EXPENSE PUB WORKS			
PRESIDENTIAL PARK OSLAD APPLICATION	9,329.31	ENGINEERING/DESIGN SERVICES	06900300-42232-	26763	10220219
	Vendor Total: \$9,329.31				
IL STATE POLICE BUREAU OF IDENTIFICATION					
		GEN FUND REVENUE - GEN GOV			
FINGERPRINTING AUGUST 2021	9.75	LICENSES	01000100-32085-	03578 AUGUST 2021	20220080
	Vendor Total: \$9.75				
INGERSOLL RAND COMPANY					
		BUILDING MAINT. BALANCE SHEET			
AIR COMPRESSOR REPAIR	537.00	OUTSOURCED INVENTORY	28-14240-	30930631	28220057
	Vendor Total: \$537.00				
ISAWWA					
		WATER OPER - EXPENSE W&S BUSI			
TRAINING - MILLER	72.00	TRAVEL/TRAINING/DUES	07700400-47740-	200065953	70220171
		WATER OPER - EXPENSE W&S BUSI			
TRAINING - PW WATER	360.00	TRAVEL/TRAINING/DUES	07700400-47740-	200065918	70220170
	Vendor Total: \$432.00				
KONEMATIC INC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		BUILDING MAINT. BALANCE SHEET			
DOOR MAINTENANCE & REPAIRS - PW	354.75	OUTSOURCED INVENTORY	28-14240-	900719	28220006
	Vendor Total: \$354.75				
LAWSON PRODUCTS INC					
		VEHICLE MAINT. BALANCE SHEET			
CABLE TIES/ADHESIVE/WASHERS/DRILL BITS	374.17	INVENTORY	29-14220-	9308805269	29220006
		VEHICLE MAINT. BALANCE SHEET			
DISCS/FUSES/CABLE TIES	261.33	INVENTORY	29-14220-	9308840616	29220006
		VEHICLE MAINT. BALANCE SHEET			
CABLE TIES/AIR COUPLER	1,304.24	INVENTORY	29-14220-	9308832369	29220006
	Vendor Total: \$1,939.74				
LIFELINE PLUMBING INC					
		W & S IMPR. - EXPENSE W&S BUSI			
DOWNTOWN ROUNDABOUT LEAD SERVICE	1,200.00	WATER MAIN	12900400-45565-	60827	40220242
	Vendor Total: \$1,200.00				
LUCKY GASOLINE INC					
		VEHICLE MAINT. BALANCE SHEET			
CAR WASH 8/17/21-9/14/21	75.00	OUTSOURCED INVENTORY	29-14240-	8/17/21-9/14/21	29220034
	Vendor Total: \$75.00				
M & A PRECISION AUTO INC					
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #617	36.00	INVENTORY	29-14220-	18599	29220015
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #671	35.00	INVENTORY	29-14220-	18599	29220015
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #513	36.00	INVENTORY	29-14220-	18599	29220015
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #830	36.00	INVENTORY	29-14220-	18599	29220015
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #823	35.00	INVENTORY	29-14220-	18599	29220015
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #529	36.00	INVENTORY	29-14220-	18599	29220015
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #613	36.00	INVENTORY	29-14220-	18599	29220015
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #525	36.00	INVENTORY	29-14220-	18599	29220015
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #605	35.00	INVENTORY	29-14220-	18599	29220015
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #669	35.00	INVENTORY	29-14220-	18599	29220015
		VEHICLE MAINT. BALANCE SHEET			
SAFETY LANE #613	35.00	INVENTORY	29-14220-	18599	29220015

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$391.00					
MACQUEEN EMERGENCY GROUP					
BELTS	53.18	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P11520	29220080
Vendor Total: \$53.18					
MANSFIELD OIL COMPANY					
FUEL	-4,311.55	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22624314	29220010
FUEL	3,908.52	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22627492	29220010
FUEL	3,182.90	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22624092	29220010
FUEL	4,299.60	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22624477	29220010
FUEL	4,311.55	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22603980	29220010
Vendor Total: \$11,391.02					
MARLO INC					
MOONBEAM SIGN ENDCAPS	50.72	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	11793	28220058
Vendor Total: \$50.72					
MARSH USA INC					
MARTIN NOTARY BOND	20.00	GS ADMIN - EXPENSE GEN GOV ELECTED OFFICIALS EXPENSE	01100100-47741-	376333847053	10220238
Vendor Total: \$20.00					
MARTAM CONSTRUCTION INC					
RATT CREEK REACH 5 SEWER IMPROVEMEN	438,421.23	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W2204	13813	40220245
Vendor Total: \$438,421.23					
MARTELLE WATER TREATMENT					
SODIUM HYPOCHLORITE	5,799.56	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	22100	70220022
SODIUM HYPOCHLORITE	7,217.34	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	22208	70220022
Vendor Total: \$13,016.90					
MCHENRY CNTY DIVISION OF TRANSPORTATION					
S CURVE LIGHTING	91.57	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	CI00035912	50220072
Vendor Total: \$91.57					
MCHENRY COUNTY TREASURER					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
TURJANSKI MAIN ST PROPERTY TAXES	1,080.48	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	19-27-382-006	
	Vendor Total: \$1,080.48				
METRO STRATEGIES INC					
PR FIRM - JULY 2021	3,000.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	ALPW-25	40220003
PR FIRM - AUGUST 2021	3,000.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	ALPW-26	40220003
	Vendor Total: \$6,000.00				
MICHAEL DARROW					
DARROW SERVICES - OCTOBER 2021	12,500.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	1009	30220005
	Vendor Total: \$12,500.00				
MIDAMERICAN ENERGY SERVICES LLC					
8/11/21-9/10/21 WWTP	19,065.47	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	455591	70220037
8/11/21-9/10/21 WTP #1	3,889.88	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455594	70220040
8/11/21-9/10/21 WTP #2	8,494.67	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455592	70220038
8/11/21-9/10/21 WELL #7 & #11	2,821.69	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455593	70220041
	Vendor Total: \$34,271.71				
MUNICIPAL COLLECTION SERVICES INC					
W/S COLLECTION FEES - AUGUST 2021	22.81	WATER & SEWER BALANCE SHEET AP - COLLECTION SERVICES	07-20115-	019864	10220036
COLLECTION FEES AUGUST 2021	1.40	GEN FUND BALANCE SHEET AP - COLLECTION SERVICES	01-20115-	019862	10220035
COLLECTION FEES AUGUST 2021	25.80	GEN FUND BALANCE SHEET AP - COLLECTION SERVICES	01-20115-	019861	10220035
	Vendor Total: \$50.01				
NICOR GAS					
8/4/21-9/2/21 POOL BATH HOUSE	41.11	SWIMMING POOL -EXPENSE GEN GOV NATURAL GAS	05900100-42211-	87-21-74-1000 7	10220006
	Vendor Total: \$41.11				
NORTHWEST TRUCKS INC					
RETURNED BELT/WATER PUMPS/PULLEY	-537.97	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	X101044653	29220028
RETURNED BUSHING	-11.20	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	X101044082	29220028
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DRUM	299.09	INVENTORY	29-14220-	X101045899	29220028
		VEHICLE MAINT. BALANCE SHEET			
BELTS/WATER PUMPS/PULLEY	537.97	INVENTORY	29-14220-	X101044028	29220028
Vendor Total: \$287.89					
ONE TIME PAY					
I BROSMAN/CANCELLED CLASS	115.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	3509 HIP HOP	
N MORRISSEY/NOT PARTICIPATING	60.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	3404-1 PEE WEE SOCCE	
Vendor Total: \$175.00					
PADDOCK PUBLICATIONS					
PUBLIC HEARING NOTICE	58.65	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	191111	30220038
Vendor Total: \$58.65					
PAHCS II					
4 WELLNESS PRESENTATIONS	400.00	GEN NONDEPT - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01900100-47740-	517515	10220233
Vendor Total: \$400.00					
PLOTE CONSTRUCTION INC					
TERRACE HILL STREET IMPROVEMENTS	110,732.51	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S1634	190490.17	40220240
Vendor Total: \$110,732.51					
POLICE LAW INSTITUTE INC					
2021/2022 ANNUAL PROGRAM	4,750.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	14561	20220082
Vendor Total: \$4,750.00					
RADAR MAN INC					
RADAR CERTIFICATIONS	1,378.50	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	5152	29220094
Vendor Total: \$1,378.50					
RAY O'HERRON CO INC					
WATSON - TRAFFIC VEST	62.98	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2140044-IN	20220078
KUGLER - PANTS	144.89	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2142830-IN	20220078
KUGLER - SHIRT/JACKET/TURTLENECK	323.80	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2143419-IN	20220078
KUGLER - PANTS/JACKET/HAT	380.46	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2143713-IN	20220078
DENNIS - JACKETS/VEST/PANTS/SHIRTS	902.14	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2143718-IN	20220078

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$1,814.27					
RECORD INFORMATION SERVICES					
KANE/MCHENRY SUBSCRIPTION 2021-2022	444.50	SEWER OPER - EXPENSE W&S BUSI PUBLICATIONS	07800400-42242-	50664	10220229
KANE/MCHENRY SUBSCRIPTION 2021-2022	444.50	WATER OPER - EXPENSE W&S BUSI PUBLICATIONS	07700400-42242-	50664	10220229
Vendor Total: \$889.00					
RED WING SHOE STORE					
WEGRZYN SAFETY BOOTS	100.00	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	955-1-58308	70220176
WEGRZYN SAFETY BOOTS	100.00	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	955-1-58308	70220176
RYTER SAFETY BOOTS	100.00	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	955-1-58472	70220176
RYTER SAFETY BOOTS	100.00	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	955-1-58472	70220176
DERBAK SAFETY BOOTS	200.00	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	955-1-58473	70220176
HUFF SAFETY BOOTS	182.74	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	955-1-57955	50220071
ROTH SAFETY BOOTS	191.24	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	425-1-76230	50220071
SLOMINSKI SAFETY BOOTS	200.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	955-1-58192	50220071
Vendor Total: \$1,173.98					
RES GREAT LAKES LLC					
STONEBROOK PARK IMPROVEMENTS	910.00	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2104	IN14043	40220234
WTP #2 PLANTING PLAN	205.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	IN13858	70220173
PLAN REVIEW	773.75	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	IN13858	30220042
NATURAL AREA MAINTENANCE	4,750.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPROV	26900300-43370-	IN14125	40220241
Vendor Total: \$6,638.75					
RUBINO ENGINEERING INC					
HARNISH DRIVE STREET IMPROVEMENTS	1,300.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1833	7001	40220238
DIXIE CREEK REACH 3	2,800.00	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICES	26900300-42232-N2202	6974	40220236
WOODS CREEK REACH 5	2,800.00	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICES	06900300-42232-P2112	6975	40220237

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$6,900.00					
RYDIN DECAL					
2021/2022 TEMPORARY PLACARDS	269.11	POLICE - EXPENSE PUB SAFETY PRINTING & ADVERTISING	01200200-42243-	385573	20220079
Vendor Total: \$269.11					
SABR INC					
SAVE THE DATE POSTCARDS	120.36	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	95320	10220236
Vendor Total: \$120.36					
SEBERT LANDSCAPING CO					
16 SPRINGBROOK ROAD	150.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S541317	30220035
PARCEL #03-06-254-001	150.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S541318	30220035
PARCEL #03-06-255-005	225.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S541321	30220035
1001 OAK LANE	225.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S541000	30220035
3620 BUNKER HILL DRIVE	300.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S541673	30220035
2421 S RANDALL ROAD	600.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S541315	30220035
LANDSCAPING GMC, PW & HVH-AUG 2021	3,541.99	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	227125	28220029
LANDSCAPE MAINTENANCE - AUGUST 2021	42,954.82	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	227125	50220006
LANDSCAPE MAINTENANCE - AUGUST 2021	2,010.49	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	227125	50220006
LANDSCAPE MAINTENANCE - AUGUST 2021	4,247.69	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	227125	50220006
Vendor Total: \$54,404.99					
SECRETARY OF STATE					
BECKERT NOTARY APPLICATION	10.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	BECKERT NOTARY APP	10220234
Vendor Total: \$10.00					
SHELL FLEET PLUS					
FUEL FOR SQUADS	72.95	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	74219860	10220009
Vendor Total: \$72.95					
SNODEPOT					
VEHICLE MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
OIL PAN/GASKET/BOLT KIT	1,082.00	INVENTORY	29-14220-	400899	29220093
Vendor Total: \$1,082.00					
SONITROL CHICAGOLAND NORTH					
ACCESS SYSTEM MAINTENANCE	105.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	492467	28220009
Vendor Total: \$105.00					
STANDARD INDUSTRIAL & AUTO EQUIP INC					
LIFT PARTS - RUBBER ADAPTER	243.48	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	55584	28220053
PRESSURE WASHER REPAIR	634.80	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	WO-7636	28220056
Vendor Total: \$878.28					
SUBURBAN ELEVATOR					
ELEVATOR SERVICE 10/1/21-9/30/22	2,417.16	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	8105736297	28220027
Vendor Total: \$2,417.16					
SYMBOLARTS LLC					
REFURBISHED BADGES	334.50	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	0404944-IN	20220081
Vendor Total: \$334.50					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY SEPTEMBER 2021	300.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	26766	10220015
INTERNET E-PAY SEPTEMBER 2021	300.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	26766	10220015
9/21/2021 UTILITY BILL	1,863.82	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	26765	10220237
9/21/2021 UTILITY BILL	1,863.83	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	26765	10220237
Vendor Total: \$4,327.65					
THOMPSON ELEVATOR INSP					
ELEVATOR INSPECTIONS	344.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	21-1797	30220009
Vendor Total: \$344.00					
TRAFFIC CONTROL & PROTECTION INC					
SIGN MATERIALS	1,077.85	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	108501	50220070
Vendor Total: \$1,077.85					
US BANK EQUIPMENT FINANCE					
RICOH COPIER LEASE - 10/17/2021	177.21	CDD - EXPENSE GEN GOV LEASES - NON CAPITAL	01300100-42272-	453802589	10220026

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		CDD - INTEREST EXPENSE			
RICOH COPIER LEASE - 10/17/2021	30.09	INTEREST EXPENSE	01300600-47790-	453802589	10220026
		PUBLIC WORKS ADMIN - INT EXP			
RICOH COPIER LEASE - 10/17/2021	30.09	INTEREST EXPENSE	01400600-47790-	453802589	10220026
		PWA - EXPENSE PUB WORKS			
RICOH COPIER LEASE - 10/17/2021	177.20	LEASES - NON CAPITAL	01400300-42272-	453802589	10220026
	Vendor Total: \$414.59				
		V3 CONSTRUCTION GROUP LTD			
		NAT & DRAINAGE - EXPENSE PW			
GRAND RESERVE CREEK DRAINAGE	725.00	INFRASTRUCTURE MAINT IMPROV	26900300-43370-	APPLICATION #3	40220231
	Vendor Total: \$725.00				
		VCP INC			
		GS ADMIN - EXPENSE GEN GOV			
MARTIN DIAS NAME PLATE	10.00	SMALL TOOLS & SUPPLIES	01100100-43320-	73816	10220230
	Vendor Total: \$10.00				
		VERIZON WIRELESS SERVICES LLC			
		BLDG MAINT- REVENUE & EXPENSES			
8/14/21-9/13/21 STATEMENT	59.53	TELEPHONE	28900000-42210-	9888413731	10220232
		CDD - EXPENSE GEN GOV			
8/14/21-9/13/21 STATEMENT	636.13	TELEPHONE	01300100-42210-	9888413731	10220232
		GEN NONDEPT - EXPENSE GEN GOV			
8/14/21-9/13/21 STATEMENT	563.22	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9888413731	10220232
		GENERAL SERVICES PW - EXPENSE			
8/14/21-9/13/21 STATEMENT	981.15	TELEPHONE	01500300-42210-	9888413731	10220232
8/14/21-9/13/21 STATEMENT	692.98	IT EQUIPMENT & SUPPLIES	01500300-43333-	9888413731	10220232
		GS ADMIN - EXPENSE GEN GOV			
8/14/21-9/13/21 STATEMENT	471.69	TELEPHONE	01100100-42210-	9888413731	10220232
		POLICE - EXPENSE PUB SAFETY			
8/14/21-9/13/21 STATEMENT	593.74	TELEPHONE	01200200-42210-	9888413731	10220232
		PWA - EXPENSE PUB WORKS			
8/14/21-9/13/21 STATEMENT	137.30	TELEPHONE	01400300-42210-	9888413731	10220232
		RECREATION - EXPENSE GEN GOV			
8/14/21-9/13/21 STATEMENT	99.06	TELEPHONE	01101100-42210-	9888413731	10220232
		SEWER OPER - EXPENSE W&S BUSI			
8/14/21-9/13/21 STATEMENT	642.77	TELEPHONE	07800400-42210-	9888413731	10220232
8/14/21-9/13/21 STATEMENT	763.17	IT EQUIPMENT & SUPPLIES	07800400-43333-	9888413731	10220232
		VEHCL MAINT-REVENUE & EXPENSES			
8/14/21-9/13/21 STATEMENT	100.55	TELEPHONE	29900000-42210-	9888413731	10220232
		WATER OPER - EXPENSE W&S BUSI			
8/14/21-9/13/21 STATEMENT	555.39	TELEPHONE	07700400-42210-	9888413731	10220232
8/14/21-9/13/21 STATEMENT	763.17	IT EQUIPMENT & SUPPLIES	07700400-43333-	9888413731	10220232
	Vendor Total: \$7,059.85				

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WATER PRODUCTS CO AURORA					
DOWNTOWN ROUNDABOUT LEAD SERVICE	765.05	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-	0305279	40220232
	Vendor Total: \$765.05				
WELCH BROS INC					
BRICK	352.80	GENERAL SERVICES PW - EXPENSE MAINT - STORM SEWER	01500300-44431-	3151522	50220076
	Vendor Total: \$352.80				
WESSPUR TREE EQUIPMENT INC					
WINCH LINE/THIMBLE	264.58	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	IN-2690765	29220095
	Vendor Total: \$264.58				
WILLIAMS BROTHERS CONSTRUCTION INC					
WWTP IMPROVEMENTS PHASE 6B	879,926.56	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER TREATMENT PLANT	12900400-45570-W1844	APPLICATION #16	40220230
	Vendor Total: \$879,926.56				
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES, ORDINANCE VIOLATIONS	8,207.50	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	151612	
TRAFFIC CASES, ORD VIOL-COSTS ADVANCE	40.88	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	151612	
PLANNING, ZONING, BLDG COMMISSIONER	1,618.75	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	151612	
PERSONNEL MATTERS	3,191.25	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	151612	
PERSONNEL MATTERS	138.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	151612	
LIQUOR COMMISSIONER	81.25	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	151612	
MISCELLANEOUS	1,111.00	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	151612	
MUNICIPAL CODE	23.13	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	151612	
POLICE DEPARTMENT	138.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	151612	
MEETINGS	1,526.25	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	151612	
PUBLIC WORKS/ADMINISTRATION	92.50	GENERAL SERVICES PW - EXPENSE LEGAL SERVICES	01500300-42230-	151612	
PUBLIC WORKS/ADMINISTRATION	226.25	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	151612	
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
TRAFFIC, ORD VIOLATIONS-MUN COURT	135.00	LEGAL SERVICES	01200200-42230-	151612	
		CDD - EXPENSE GEN GOV			
VILLAGE PROP MATTERS - MISCELLANEOUS	165.25	LEGAL SERVICES	01300100-42230-	151612	
		STREET IMPROV- EXPENSE PUBWRKS			
VILLAGE PROP MATTERS - MISCELLANEOUS	416.25	LEGAL SERVICES	04900300-42230-	151612	
		CDD - EXPENSE GEN GOV			
VILLAGE PROP MATTERS MISC-COSTS ADVAI	60.00	LEGAL SERVICES	01300100-42230-	151612	
		STREET IMPROV- EXPENSE PUBWRKS			
VILLAGE PROP MATTERS MISC-COSTS ADVAI	50.00	LEGAL SERVICES	04900300-42230-	151612	
		STREET IMPROV- EXPENSE PUBWRKS			
CREEKSIDE TAP - TIF	1,526.25	LAND ACQUISITION	04900300-45595-	151612	
		STREET IMPROV- EXPENSE PUBWRKS			
DAWSON LOT 120	2,081.25	LEGAL SERVICES	04900300-42230-	151612	
		STREET IMPROV- EXPENSE PUBWRKS			
DAWSON LOT 120 - COSTS ADVANCED	56.80	LEGAL SERVICES	04900300-42230-	151612	
		STREET IMPROV- EXPENSE PUBWRKS			
ALGONQUIN STATE BANK PARKING LOT - TIF	462.50	LAND ACQUISITION	04900300-45595-	151612	
		CDD - EXPENSE GEN GOV			
PLANET FITNESS	81.25	LEGAL SERVICES	01300100-42230-	150965	10220226
		CDD - EXPENSE GEN GOV			
ZONING 915 S MAIN STREET	162.50	LEGAL SERVICES	01300100-42230-	150962	10220225
		GS ADMIN - EXPENSE GEN GOV			
COVID ISSUES - AUGUST 2021	1,526.25	LEGAL SERVICES	01100100-42230-	151613	10220231
		Vendor Total: \$23,119.56			
		REPORT TOTAL: \$1,738,367.89			

Village of Algonquin

List of Bills 10/5/2021

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	131,572.72
03	MFT	9,435.43
04	STREET IMPROVEMENT	130,580.89
05	SWIMMING POOL	1,057.80
06	PARK IMPROVEMENT	24,813.66
07	WATER & SEWER	76,649.18
12	WATER & SEWER IMPROVEM	1,320,312.84
26	NATURAL AREA & DRAINAGE	8,275.00
28	BUILDING MAINT. SERVICE	16,113.40
29	VEHICLE MAINT. SERVICE	19,556.97
TOTAL ALL FUNDS		<u><u>1,738,367.89</u></u>

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

DATE: _____

APPROVED BY: _____



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

October 4, 2021

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

October 5, 2021	Tuesday	7:25 PM	Liquor Commission Special Meeting	GMC
October 5, 2021	Tuesday	7:30 PM	Village Board Meeting	GMC
October 11, 2021	Monday	7:30 PM	Planning & Zoning Commission Meeting-Cancelled	GMC
October 12, 2021	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
October 13, 2021	Wednesday	7:00 PM	Historic Commission Meeting	HVH
October 14, 2021	Thursday	6:30 PM	Economic Development Commission Special Meeting	GMC
October 16, 2021	Saturday	8:00 AM	Historic Commission Workshop	HVH
October 19, 2021	Tuesday	7:30 PM	Village Board Meeting	GMC
October 19, 2021	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC
October 23, 2021	Saturday	8:00 AM	Historic Commission Workshop	HVH
November 7, 2021	Tuesday	7:30 pm	Village Board Meeting	GMC

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

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