

**VILLAGE OF ALGONQUIN
VILLAGE BOARD MEETING
November 2, 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) Village Board Meeting Held October 19, 2021
 - (2) Committee of the Whole Meeting Held October 19, 2021
 - (3) Committee of the Whole Special Meeting Held October 28, 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 Section 21.10-G, BP Business Park District (B-P District) of the Algonquin Zoning Ordinance
 - (2) Pass an Ordinance Authorizing the Execution of an Annexation and Development Agreement Concerning Certain Property Known as the Northpoint Algonquin Corporate Campus to the Village of Algonquin (NorthPoint)
 - (3) Pass an Ordinance Annexing the NorthPoint Algonquin Corporate Campus to the Village of Algonquin (NorthPoint)
 - (4) Pass an Ordinance Granting Zoning Upon Annexation and Approving the Final Plat of Subdivision and a Preliminary Plat of Subdivision and a Planned Development for a Certain Property Known as the NorthPoint Algonquin Corporate Campus to the Village of Algonquin (NorthPoint)
 - B. ADOPT RESOLUTIONS:**
 - (1) Adopt a Resolution Accepting and Approving an Agreement with Christopher Burke Engineering for the Design Build of the North Harrison Streetscape Additions in the Amount of \$218,700.00
- 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 November 2, 2021 totaling \$2,678,147.17
- 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 REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF OCTOBER 19, 2021
HELD IN THE VILLAGE BOARD ROOM

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

Trustees Present: Brian Dianis, Jerry Glogowski, Maggie Auger; John Spella, Laura Brehmer, Bob Smith, and Village President Debby Sosine
Staff in Attendance: Tim Schloneger, Village Manager; Mike Kumbera, Assistant Village Manager; Jason Shallcross, Community Development Director; Ryan Markham, Deputy Police Chief; and Robert Mitchard, Public Works Director; Also in attendance, 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.
Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, Auger, and Smith
Motion carried; 6-ayes, 0-nays.

AUDIENCE PARTICIPATION:

Chris Kious, Kane County District 23 Board Member, and President of the Kane County Forest Preserve System gave an update on Kane County’s transportation plan for The Randall Over 90 Planning and Environmental Linkage (PEL) project is an analysis to evaluate potential improvements to Randall Road from Big Timber Road on the south and Illinois Route 72 on the north, with particular focus on its interchange with I-90 (the Jane Addams Memorial Tollway) also on the KDOT website, Longmeadow Parkway soil sampling, 2021 Building Codes and restructuring maps.

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

- A. APPROVE MEETING MINUTES:
 - (1) Liquor Commission Special Meeting Held October 5, 2021
 - (2) Village Board Meeting Held October 5, 2021
 - (3) Committee of the Whole Meeting Held October 12, 2021
- B. Approve the Village Managers Report for September 2021

Moved by Spella, seconded by Dianis, to approve the Consent Agenda of October 19, 2021
Voice vote; ayes carry

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

- A. ADOPT RESOLUTIONS:
 - (1) Adopt a Resolution (**2021-R-80**) Waiving the Bidding Process and Accepting and Approving an Agreement with Martam Construction for the Victoria Court Emergency Watermain Repair in the Amount of \$190,944.00

Moved by Brehmer, seconded by Glogowski, to approve the Omnibus Agenda for October 19, 2021.
Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, Auger, and Smith
Motion carried; 6-ayes, 0-nays.

DISSCUSSION 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 for October 19, 2021, in the amount of \$ 2,832,069.91
Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, Smith, and Auger
Motion carried; 6-ayes, 0-nays

PAYMENT OF BILLS RECAP:

<u>FUND</u>	<u>AMOUNT</u>
GENERAL	422,645.68
CEMETERY	2,971.68
MFT	213,823.32
STREET IMPROVEMENT	461,618.32
SWIMMING POOL	8,050.16
PARK IMPROVEMENT	18,361.25

WATER & SEWER	546,881.77
WATER & SEWER IMPROV	583,559.84
NATURAL AREA & DRAINAG	39,860.75
BUILDING MAINT. SERVICE	11,488.54
VEHICLE MAINT. SERVICE 1	<u>9,074.63</u>
TOTAL	2,328,335.94

COMMITTEE REPORTS & CLERK'S REPORTS:

UNDER COMMITTEE OF THE WHOLE

A. COMMUNITY DEVELOPMENT

1. Moved by Dianis, seconded by Brehmer to Pass and Approve a Seasonal Event Permit for the Algonquin Lions Club Christmas Tree Sales for November 11 through December 23, 2021 and for 2022, 2023, 2024 and 2025.

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

2. Moved by Auger, seconded by Spella to Pass and Approve a Public Event/Entertainment License for the Algonquin Lions Club Thanksgiving 5K on November 25, 2021

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

B. GENERAL ADMINISTRATION

C. PUBLIC WORKS & SAFETY

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION

Tim Schloneger noted that the audit reflects that the Village is in sound financial position, and thanked the Board for adopting the Financial Resiliency Plan during the pandemic, as well as the department heads for implementing it effectively. As times are still uncertain with inflation, supply chain issues and labor shortages throughout the county, Village staff will be approaching the upcoming budget process with conservative assumptions that are positioned to aggressively take advantage of opportunities such as state and federal grants.

COMMUNITY DEVELOPMENT:

Mr. Shallcross:

Promoted the Business Breakfast planned for Thursday, October 28th and invited all of the Trustees to attend.

POLICE DEPARTMENT:

Deputy Chief Markham:

1. Updated equipment received for the new pick up truck squad.
2. Starting the budget process for the upcoming fiscal year, as well as working on next years rosters and schedules
3. Working with the ILACP to make sure we are in compliance with the various laws that will be going into effect in January 2022 as part of the reform bill.

PUBLIC WORKS:

Mr. Mitchard:

1. Scott Street Road project
 - a. Project complete except for punch list
 - b. Underground Utilities Staff was out today popping manhole and compiling punch list items
 - c. Final Surface asphalt installed last week...looks and drives great
2. Harnish Drive
 - a. Project is behind schedule. Village has extended contract completion date to October 29th
 - b. Surface is being installed this week. Side streets are complete and look good. Contractor working on mainline Harnish Drive and should finish, in total, in max 2 days
 - c. Concrete work has been completed where workmanship was poor, or didn't meet specifications
 - d. Landscape restoration is complete
3. WWTP Renovations – see VBCB for latest updated information on this complex, multi-faceted project.
 - a. Project is moving along without significant supply chain or labor delays
 - b. Project is ahead of schedule and under budget, even though we have had over \$100,000 in change orders due to unforeseen conditions in an aged plant. (.060% of total contract; a successful project should remain under 10% in total change orders). This stat tells me that consultants did a good job in design and planning this project scope and details.
4. Randall Road
 - a. Punch list items to be worked through with contractor

- b. County will provide us with required as-built drawings so our GIS maps can be updated
 - c. \$100k for tree loss has been deposited in restricted account with the Village for reforestation purposes within McHenry County portions of the Village
 - d. Staff to begin working on plans for landscaping of Randall Road and Algonquin Road medians
5. Main Street Roundabout/N. Harrison Streetscape and bike path
 - a. Additional water main work in cemetery is completed and in service. This will allow contractor to begin water main and utility work in the area of the future roundabout at Cary-Algonquin Road and Main Street
 - b. Concrete pours on mainline of N. Harrison are complete. Curb work is underway. Contractor is also working on subbase for new pedestrian multi-use paths.
 - 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.
 6. Randall Road Wetland Complex
 - a. Tree removal has been completed
 - b. Creek work is completed
 - c. Pedestrian Bridge to overflow structure has been installed
 - d. Invasive species herbiciding completed on east section. Herbiciding on west portion, out to Randall Road will be forthcoming
 - e. 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. Ratt Creek Sewer Relocation Project
 - a. Final connections for sanitary sewer and last manholes are completed.
 - b. Restoration is underway and permanent fences will be installed at school and Jaycee Field. We are going to remove home run fence from Jaycee Field and use the money to repair the rusted and failed backstop and side fences, and dugout benches so this ballfield can be used for softball and neighborhood pick-up ballgames.
 8. Concrete contractor is complete for the fiscal year with all sidewalk and curb repair. This was a record year for production and expenditure on these items; \$700,000 budgeted, \$645,000 spent.
 9. Reclamite contractor is back in town to complete areas missed during earlier applications of asphalt rejuvenator. Work should be completed today or tomorrow.
 10. Hydrant flushing continues east of Square Barn Road and should complete soon.
 11. Winter tree trimming in the center portions of town (Zones 4A and 4B) will begin with pending colder weather, following leaf drop.
 12. New leaf vacuum machine is getting upfitted at Bonnel Manufacturing and should be delivered for use by the end of this week and will be put into immediate use for the anticipated heavy leaf drop.
 13. Public Works staff is preparing bidding documents for tree removal and tree planting, as our Cityworks data has indicated to us that contracted services for these activities will be more efficient in the hands of a qualified contractor and better serve our residents.

CORRESPONDENCE & MISCELLANEOUS:

None

OLD BUSINESS:

None

EXECUTIVE SESSION:

Regular Board Meeting was recessed at 7:49 PM for an Executive Session, regarding Land Acquisition

Moved by Spella, second by Glogowski to move to Executive Session

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

Motion carried; 6-ayes, 0-nays.

Village Board Meeting was reconvened into its regular session at 8:03 PM

Moved by Smith, second by Dianis to reconvene the Regular Board Meeting

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

Motion carried; 6-ayes, 0-nays

NEW BUSINESS:

Mike Kumbara:

- A. Presentation and Motion to Accept the Comprehensive Annual Financial Report, Auditor's Communication to the Board of Trustees, Management Letter, Single Audit Report, and the Report on Supplementary Information and Report on Management's Assertion of Compliance with Public Act 85-1142, all for the Fiscal Year Ended April 30, 2021

Moved by Dianis, seconded by Brehmer

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

Motion carried; 6-ayes, 0-nays

B. Pass a Resolution (**2021-R-81**) Authorizing the Acquisition of Real Property Located at 7 South Main Street

Moved by Auger, seconded by Glogowski

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

Motion carried; 6-ayes, 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, Spella, Brehmer, Auger, and Smith

Motion carried; 6-ayes, 0-nays.

The meeting was adjourned at 8:10 PM.

Submitted:

Village Clerk, Fred Martin

Approved this 2nd day of November, 2021

Village President, Debby Sosine



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On October 19, 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 8:11 p.m.

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

Staff Members Present: Village Manager, Tim Schloneger; Public Works Director Bob Mitchard; Community Development Director, Jason Shallcross; Assistant Village Manager, Mike Kumbera; Deputy Police Chief, Ryan Markham; Village Clerk, Fred Martin; and Village Attorney, Kelly Cahill

AGENDA ITEM 2: Public Comment

None

AGENDA ITEM 3: Community Development – Jason Shallcross

A. Algonquin Advantage Economic Development Video Presentation

A professional video presentation was viewed, in preparation for the Developers Breakfast next week

B. Consider an Amendment to Chapter 21.10 of the Algonquin Municipal Code

The Village of Algonquin’s Zoning Code allows for not more than one legal nonconforming existing church in the B-P Business Park Zoning District. There is one legal nonconforming church that matches this definition located at 2301 Boyer Road. The language in the code states that after a five-year period from passage on March 1, 2016, the use of the property shall cease and the building shall be demolished any time before March 1, 2021. This timeframe for the demolition of the only existing church in the B-P Zoning District has been extended several times through amendments to the Village’s zoning code and also through an extension of the approved Final PUD for RSR Warehouse. The Village is petitioning to extend the demolition one final time for a period of three years.

A public hearing was held for the text amendment at the September 13, 2021 Planning and Zoning Commission Meeting. During the hearing, the only public comment came from the Pastor of the Congregation that is leasing the Church space. He thanked the Village for allowing the Congregation additional time to look for a new location. The Planning and Zoning Commission unanimously recommended approval of the proposed text amendment by a vote of 4-0.

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

C. Consider the Annexation, Preliminary Plat of Subdivision, Preliminary PUD and zoning upon annexation (NorthPoint Algonquin corporate campus)

NorthPoint Development, LLC, the Petitioner, applied for annexation, approval of a Preliminary Plat, Preliminary PUD, and Zoning upon annexation for the property located at the southwest corner of Randall Road and Longmeadow Parkway referred to as the “NorthPoint Algonquin Corporate Campus” plat. The subject property to be developed is approximately 147 acres and is bound by Randall Road, Longmeadow Parkway, Huntley Road, and an extension of Grandview Drive. The subject property is currently farmland (some of it farmed wetland) that is zoned F – Farming in unincorporated Kane County. The proposal includes five industrial buildings, a retail outparcel, and related site improvements.

Proposed site improvements include five industrial buildings with related improvements including public utilities, three public roads, sidewalks, a bike path, and a separate retail outparcel to be located at the southwest corner of

Randall Road and Longmeadow Parkway that would be retained by the current property owners and developed at a later date.

The total area to be annexed into the Village of Algonquin from unincorporated Kane County is 163.14 acres. The proposed development consumes 147.02 acres and 16.12 acres are unincorporated right-of-way from Randall Road, Huntley Road, and Longmeadow Parkway. Below is a breakdown of the acreage to be annexed.

A public hearing was held for the Petitioner's requests at the September 13, 2021 Planning and Zoning Commission Meeting. During that meeting, the only public comment came from the Community Development Director of Carpentersville, who advocated support for the overall project but requested that a traffic signal be instead installed at Grandview Drive and Randall Road. He also requested that a berm be included on the west side of the NorthPoint development to reduce the amount of truck noise heard by the Carpentersville residents living west of the subject property.

Staff recommends this development be approved subject to the conditions listed in the staff report based upon the following:

1. The proposed uses will not have a negative impact on the surrounding roadway system.
2. At full build-out, a traffic signal is warranted at Broadsmore Drive and Randall Road. NorthPoint will include this traffic signal in the first phase of the proposed development.
3. The proposal is appropriate and desirable in this location and compatible with the Comprehensive Plan, Future Land Use Map, and surrounding uses. The proposal will contribute to the Randall Road and Longmeadow Parkway corridors, and the proposal is consistent with the industrial and business zoning classifications of a majority of the surrounding properties, especially the Algonquin Corporate Campus to the north.
4. The proposal will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to surrounding property values.
5. The subject property is proposed to be zoned B-P, Business Park District, and B-2, Business District General Retail. Industrial buildings are allowed within the B-P District and retail is allowed within the B-2 District.
6. The Planning and Zoning Commission, after reviewing the application and closing the public hearing, unanimously recommended approval of this petition by a vote of 4-0.
7. The Petitioner went above and beyond public notice requirements by hosting a neighborhood meeting prior to full submittal.
8. In addition to the neighborhood meeting, there was a public hearing held on September 13, 2021. At the Meeting, the Community Development Director for the Village of Carpentersville stated that the Village of Carpentersville supports this project so long as minor concerns are addressed.
9. An independent consulting firm, Johnson Research Group, was hired to investigate if the subject property would be deemed TIF eligible.
10. Based upon Johnson Research Group's findings, the project area does meet the criteria for TIF eligibility and the redevelopment of the area will mitigate will resolve short and long-term flooding issues as outlined above.
11. The Joint Review Board, after reviewing the findings presented by Johnson Research Group, recommended approval of the TIF.
12. The short and long-term economic impact of this development will a create a \$44,000,000 increase in EAV over the next 20 years.
13. In addition to an increase in tax base, there will be an increase in approximately 1,000 new jobs for the region.
14. The Algonquin Economic Development Commission reviewed the proposal and adopted a resolution in support of this development.

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

AGENDA ITEM 4: General Administration
None

AGENDA ITEM 5: Public Works & Safety-Bob Mitchard

A. Consider an agreement with Burke, LLC for the design build of the North Harrison Street, Streetscape Additions

Mr. Mitchard explained, North Harrison Street Streetscape Additions; Design-Build Services Recommendation, the Design-Build Guaranteed Maximum Price and Standard Form of At-Risk Management Contractor for Designer-Led Design-Build Project for the NorthHarrison Street Streetscape Additions. The contract covers work that is very similar to the prior streetscape work in Downtown Streetscape Phase 1A and 1B, including all the same features and quality construction work that our residents and businesses have enjoyed. The revised seating areas will carry the same concepts of design from Main Street and tie the jobs together visually. This work is non-participatory and cannot be run through the current contract that is currently under construction due to IDOT restrictive rules about being outside the current job limits.

The design-build concept is a recommendation that I am making in order to bring this project in on time, within budget (as stated), and within the high expectation of the Board of Trustees, stakeholders, and our residents and businesses. Burke, LLC will be handling all design, bidding, contractor selection (with our approval), project construction management, and PR communications and marketing (through a third-party vendor) under the Guaranteed Maximum Price of \$218,700.00. We have not included any owner's allowance in the contract, as we don't anticipate any significant changes in scope, as the work is pretty straight forward.

The most attractive part of this delivery method is the fact that the Village of Algonquin, as owner will be teaming with Burke, LLC and the contractors to deliver a quality project. In traditional design-bid-build delivery, the Village would be attempting to manage, at least, five separate contracts, five different contractors, and their sub-contractors in this very tight and restrictive construction site. The design-build option allows us to funnel all construction contracts and related activities through Burke, LLC, making to overall management of the contract much morestreamlined, comprehensive and coordinated. Any construction savings realized through the design-build team effort will be shared equally between Burke, LLC and the Village of Algonquin, as owner.

We had \$3.4M budgeted in the Street Improvement Fund for the construction of the Harnish Drive Improvements. The bid for that job came in at approximately \$1.6M. Therefore, we have excess of funds which we can use to cover the cost of these improvements.

He recommends that the Committee of the Whole take the necessary action on the contract with Burke, LLC in the amount of \$218,700.00 and move that motion on to the Village Board of Trustees for approval. Work will begin as soon as the contract is approved and bids for services can be collected and considered by Burke, LLC. The work is anticipated to be completed by late fall of 2021, if not sooner.

Trustee Brehmer had some concerns regarding the Edwards Street landscaping and snow removal.

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

AGENDA ITEM 6: Executive Session
None

AGENDA ITEM 7: Other Business
President Sosine thanked Public Works for their efforts recently
Trustee Spells voiced some concerns regarding pedestrian traffic

AGENDA ITEM 8: Adjournment
There being no further business, Chairperson Dianis adjourned the meeting at 8:56 p.m.

Submitted: _____
Fred Martin, Village Clerk



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Special Meeting-Developers Breakfast
Held On October 28, 2021
Port Edwards Restaurant
20 W. Algonquin Road, Algonquin, IL**

AGENDA ITEMS 1: Call the Meeting To Order

Trustee Dianis, Chairperson, called the Committee of the Whole meeting to order at 8:30 a.m.

AGENDA ITEM 2: Roll Call to Establish a Quorum

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

Absent: Robert Smith.

A quorum was established

Staff Members Present: Community Development Director, Jason Shallcross; Assistant Village Manager, Mike Kumbera; Police Chief, John Bucci; Assistant Public Works Director, Michele Zimmerman; Community Development Staff, Mike Darrow, Peggy Blanchard, Lukasz Stykowski; Innovation Services, Kevin Crook and Dustin Kosmach; and Village Clerk, Fred Martin.

AGENDA ITEM 3: Public Comment

None

AGENDA ITEM 4: Community Development

President Sosine welcomed all to Algonquin's first Developers Breakfast. Presentations were made by Algonquin's Economic Development Chair, Jerry Pinderski and Jason Shallcross, Director of Community Development. A promotional video of Algonquin was also presented.

AGENDA ITEM 5: Adjournment

There being no further business, Chairperson Dianis adjourned the meeting at 9:40 a.m.

Submitted: _____
Fred Martin, Village Clerk

ORDINANCE NO. 2021 – O _____

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

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

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

SECTION 1: Paragraph 4 in Section 21.10-G, Nonconforming Use, of the Algonquin Zoning Ordinance, shall be amended to read as follows:

4. **Nonconforming Use.** Notwithstanding the provisions of Section 21.14 herein, not more than one church may be allowed within the B-P District, within an existing church building, subject to the following provisions:
 - a. The church must be in a building that was clearly constructed as a church and that existed prior to the B-P District zoning of the subject property;
 - b. The church building shall not be expanded or enlarged in any fashion;
 - c. The building and property must otherwise comply with all Village code requirements;
 - d. If the building is rented, leased, or sold, the owner shall disclose the provisions of this Section and provide a letter of awareness stating the same to the Village, signed by the owner and any buyer, lessee, or tenant, that shall be a prerequisite to any occupancy permit for the building;
 - e. These provisions are applicable for a period of not more than three years from the date of adoption of this amendment by Ordinance 2021-O-___ on (October 5, 2021); and
 - f. Prior to the end of said three-year period, the use of the property as a church shall cease and the building shall be demolished. If any church use ceases for a period of six months or more prior to the expiration of the three-year period, no church use shall be re-established and the building shall be demolished.

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

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and recommended the issuance of said text amendment; and

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

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

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

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

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____

ORDINANCE NO. 2021 – 0 _____

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AND DEVELOPMENT AGREEMENT CONCERNING CERTAIN PROPERTY KNOWN AS THE NORTHPOINT ALGONQUIN CORPORATE CAMPUS TO THE VILLAGE OF ALGONQUIN (NORTHPOINT)

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

WHEREAS, it is in the best interests of the Village of Algonquin, McHenry and Kane Counties, Illinois, that a certain Annexation and Development Agreement, a true and correct copy of which is attached hereto and incorporated herein by reference, be entered into; and

WHEREAS, NorthPoint Development, L.L.C., contract purchaser, and L&H Farm Limited Partnership, the property owner, are ready, willing and able to enter into said Agreement and to perform the obligations as required there under; and

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

SECTION 1: That the President be, and is hereby authorized and directed to execute, and the Village Clerk is authorized and directed to attest, duplicate original copies of the Annexation and Development Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

SECTION 2: That any notice requirements of 65 ILCS 5/11-15.1-3 are hereby waived.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____

ANNEXATION AND DEVELOPMENT AGREEMENT
NorthPoint Algonquin Industrial Campus

This Annexation and Development Agreement (“Agreement”) is made as of the 2nd day of November, 2021, by and between the Village of Algonquin, an Illinois home rule municipal corporation (the “Village”), and L&H Farm Limited Partnership (“Owner”) and NorthPoint Development, LLC (“Developer”). The Village, the Owner, and the Developer are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Owner is the owner of record of certain parcels of real property generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive, in Kane County, Illinois, which consists of approximately 163.14 acres and is legally described on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, the Developer is the contract purchaser of that portion of the Property described as the Industrial Development Parcel in Article 3 below; and

WHEREAS, the Developer or its affiliate wishes to acquire and develop the Industrial Development Parcel same as a planned development in the B-P, Business Park District in accordance with the terms of this Agreement; and

WHEREAS, the Owner or its successor intends to develop of that portion of the Property described as the Commercial Development Parcel in Article 3 below as a planned development in the B-2, Business District in accordance with the terms of this Agreement; and

WHEREAS, the Parties have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, the Property is situated in the unincorporated area of Kane County and is contiguous to the incorporated territory of the Village; and

WHEREAS, there are no electors residing upon the Property to be Annexed; and

WHEREAS, in reliance upon the development of the Property in the manner proposed, the Parties have executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the Village; and

WHEREAS in accordance with the powers granted to the Village by the provisions of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, inclusive relating to Annexation Agreements, and the Village’s authority as a home rule unit of local government, the parties hereto wish to enter into a binding agreement with respect to the annexation of the Property to the Village and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes and home rule authority; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the Village have held such public hearing and have taken all further action required by the provisions of Illinois Compiled Statutes, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.); and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties hereto agree as follows:

ARTICLE 1 **INTRODUCTION**

- A. The foregoing recitals are incorporated herein.
- B. The parties hereto enter into this Agreement pursuant to and in accordance with the provisions of the Illinois Municipal Code.
- C. The Owner and Developer have filed with the Village Clerk a petition for annexation of the Property to the Village conditioned upon the terms and provisions of this Agreement, which petition has been prepared, executed and filed in accordance with statutes, ordinances and the other requirements of the village.

ARTICLE 2 **ANNEXATION; POSSIBLE DISCONNECTION**

- A. The Owner and Developer have filed with the Village Clerk a duly executed petition pursuant to and in accordance with the provisions of 65 ILCS 5/7-1-8 to annex the Property to the Village subject to the approval of this Agreement. Concurrently with the execution of this Annexation and Development Agreement, the Village agrees to enact valid and binding ordinances (i) annexing the Subject Realty within the corporate boundaries of the Village (the “**Annexation Ordinance**”), and (ii) enacting those ordinances called for in Articles 3 and 4 below (with said Annexation Ordinance and the other ordinances called for in Articles 3 and 4 below being sometimes herein collectively referred to as the “**Annexation and Development Legislation**”).
- B. It is expressly understood that this Agreement, in its entirety, together with the aforesaid petitions for annexation, shall, at the request of the Owner and Developer, be null, void and of no force and effect unless the Annexation and Development Legislation is enacted by the Village contemporaneously with the adoption of this Agreement by the Village.
- C. The Owner and Developer have filed with the Village Clerk a Plat of Annexation which contains an accurate map of the Property. Said Plat of Annexation prepared by Manhard Consulting, Ltd. with revision date of August 23, 2021 is incorporated herein as **Exhibit B**.

- D. Unless, within one hundred twenty (120) days following the date the Village enacts the Annexation and Development Legislation (the “**Developer Title Acquisition Deadline**”), the Developer or its nominee documents to the Village’s reasonable satisfaction that it has acquired title to the Industrial Development Parcel then upon written demand from L&H Farm Limited Partnership or the Developer to the Village (with copies to all other Parties), or at the election of the Village upon prior notice to the Owner and Developer, the Village shall enact all ordinances required to (i) disconnect the Subject Realty from the corporate limits of the Village, (ii) abrogate any plat of subdivision of the Subject Realty that has, as of said date, been approved and recorded, and (iii) repeal the TIF Legislation (as defined in Article 17 below) (the actions in the foregoing clauses (i) through (iii)_ being collectively called the “**Disconnection Legislation**”), all for the purpose of nullifying the Annexation and Development Legislation and the TIF Legislation.
- E. The Village represents that there is no boundary agreement, order, restriction or other agreements that is binding upon the Village, and which would be violated by the Village’s annexation of the Property into the Village or the performance by the Village of its covenants as set forth in this Agreement.

ARTICLE 3 **ZONING**

- A. Contemporaneously with annexation of the Property, the Village shall adopt all necessary ordinances including, but not limited to, those amending the provisions of the Algonquin Zoning Ordinances (“Zoning Ordinance”) so as to provide for the following portions of the Property to be classified as Follows:
- (i) Lot 1 on the Preliminary Subdivision Plat (the “Commercial Development Parcel”) shall be classified within the Village’s B-2 Business District, General Retail classification planned development. The parties agree that future development will require submittal of a preliminary and final planned development.; and
 - (ii) Lots 2, 3, and 4 on the Preliminary Subdivision Plat, and any re-subdivisions or combinations thereof (collectively. the “Industrial Development Parcel”) shall be classified within the Village’s B-P Business Park District classification with the approval of a preliminary PUD to permit its development in substantial conformance to the Preliminary Industrial Development Plans as set forth in Section B of this Article 3
- B. Further, the Village agrees that the Industrial Development Parcel shall be developed in substantial compliance with the plans and documents submitted to the Village by the Developer, including the following, to wit:
- 1. the Preliminary Re-Subdivision Plat prepared by Manhard Consulting, Ltd. with latest revision date of _____;

2. Proposed Improvements for Algonquin Industrial Campus prepared by Manhard Consulting Limited with latest revision date of _____, 2021;
3. Wetland Delineation Report prepared by Encap Incorporated dated July 9, 2021.
4. The Site Plan Exhibit prepared by Manhard Consulting, Ltd. with latest revision date of _____, 2021;
5. the Preliminary Landscape Plan prepared by Manhard Consulting, Ltd. with latest revision date of _____, 2021;
6. the Preliminary Engineering Plans prepared by Manhard Consulting, Ltd. with latest revision date of August 23, 2021;
7. the Architectural Plans prepared by Studio North Architecture with latest revision date being _____, 2021
8. the Autoturn-Firetruck plan prepared by Manhard Consulting with latest revision date of _____, 2021;
9. The Phasing Plan prepared by Manhard Consulting, Ltd. with latest revision date of July 23, 2021;
10. The approved departures set forth Schedule 3C attached hereto; and
11. _____

along with all attachments on file with the Village, with any additional conditions approved by the Village Board, all of which are incorporated herein by this reference (collectively the “**Preliminary Industrial Development Plans**”). Concurrently with the execution of this Agreement, the Village shall enact an ordinance approving the Preliminary Industrial Development Plans as part of the Village’s preliminary planned unit development approval for the Industrial Development Parcel. Prior to development of any portion of the Industrial Development Parcel, the Developer shall obtain approval from the Village Board of Trustees of final planned development plans for the Industrial Development Parcel, which the Village shall approve so long as they are in substantial conformance with the Preliminary Industrial Development Plans and with all conditions of approval, if any, included in the approving ordinances and this Agreement (the “Final Industrial Development Plans”).

C. For the avoidance of doubt, hereby approved as departures from the general codes and ordinances of the Village as to (i) the Commercial Development Parcel are those items set forth in Part 1 of Schedule 3C attached hereto, (ii) the Preliminary Industrial Development Plans for the Industrial Development Parcel are those departures from the general codes and ordinances of the Village as are (A) set forth on Parts 1 and 2 of Schedule 3C attached hereto and (B) depicted on (or reasonably inferable from) the Preliminary Industrial Development Plans.

D. Owner intends to initially retain ownership of the Commercial Development Parcel. Prior to development of any portion of the Commercial Development Parcel, the Owner or its successor shall obtain approval from the Village Board of Trustees of preliminary and final planned development plans.

ARTICLE 4
SUBDIVISION, PLATTING AND INITIAL CONSTRUCTION

- A. Contemporaneously with the execution of this Annexation and Development Agreement, the Village Board of Trustees shall adopt an ordinance authorizing the execution by the Village of that certain two-lot final plat of subdivision of the Property as prepared by Manhard Consulting Limited dated _____ with last revision date of _____ (the “Two-Lot Final Plat of Re-Subdivision”). The Village shall cause said Two-Lot Final Plat of Re-Subdivision to be promptly recorded with the office of the Recorder of Deeds of Kane County, Illinois. It is acknowledged that the execution and recording of said Two-Lot Final Plat of Re-Subdivision shall not, in and of itself, entitle the Owner or Developer to proceed with development of any portion of the Property.
- B. The Developer has submitted to the Village a preliminary plat of resubdivision of the two lots created by the Two-Lot Final Plat of Re-Subdivision in accordance with that certain Preliminary Plat of NorthPoint Algonquin Industrial Campus prepared by Manhard Consulting Limited dated _____ with last revision date of _____ (the “Preliminary Re-Subdivision Plat”). Concurrently with the execution of this Annexation and Development Agreement, the Village shall adopt an ordinance approving said Preliminary Re-Subdivision Plat.
- C. Within one hundred eighty (180) days following the Village’s approvals of this Agreement and the enactment of the Annexation and Development Legislation, (i) the Developer and Owner shall submit to the Village for approval a final plat of re-subdivision as to all of the Property depicted in the Preliminary Re-Subdivision Plat (the “Final Plat of Re-Subdivision”) along with the final engineering required by Village, and (ii) the Developer shall submit to the Village final PUD plans with respect to the Industrial Development Parcel only. Provided the aforesaid materials are found to be in substantial conformance to the Preliminary Re-Subdivision Plat and the Preliminary Industrial Development Plans, respectively, and, except as to departures otherwise approved in this Agreement, to comply with the Algonquin Subdivision Ordinance (“Subdivision Ordinance”), the Village shall process and review in accordance with Illinois law .
- D. Except as provided in Article 7 below, the Developer or the Owner may submit final plans and/or plats of subdivision for one or more of the lots contemplated by said Preliminary Re-Subdivision Plat at any time during the term of this Agreement to allow for the phasing of development of the Property in such manner as the Developer or Owner may determine, so long as such phasing does not violate this Agreement of the Zoning Ordinance or Algonquin Subdivision Ordinance (“Subdivision Ordinance”) and provides for orderly installation of public improvements. Subject to Section 7 below, the Developer and Owner each agrees to complete those portions of the public improvements necessary to fully service the Development. The Village shall approve the final plans and/or plats of subdivision so submitted, provided that such plans and/or plats substantially conform with the Preliminary Industrial Development Plans and otherwise meet all the requirements of the Village ordinances as modified by this Agreement, conditions imposed by the Village Board and contained in the ordinances approving the final development plan not otherwise inconsistent with the density permitted under this Agreement, and are platted to insure contiguity and proper service for the public improvements to each portion of the Property for which final plat approval is sought.

- E. The portion of public improvements that the Developer shall complete for each development phase for which final plat approval is sought shall also include completion of those portions of the off-site public improvements, such as detention areas, streets, water main and sanitary sewer connections, and bike lane to the extent reasonably necessary to service the land for which final plat approval is sought. Surety bonds or letters of credit, in accordance with this Agreement, shall be furnished by the Developer for any such off-site public improvements. The Village shall review and, if found to be in compliance, approve and accept the public improvements for each phase in the same manner as if each phase was a separate subdivision.
- F. Upon payment of all the platting fees identified in Article 6 of this Agreement the Village agrees to execute applications for Illinois Environmental Protection Agency (“IEPA”) permits for the extension of municipal utilities upon submittal by the Developer of final engineering plans with the understanding that the execution of said application shall not be considered an approval of final engineering and that no construction shall commence until final engineering has been approved by the Village, save and except as permitted in Article 5 A. hereof.
- G. Any modification to an approved plan which may be hereinafter sought by the Developer or Owner and which is deemed minor by the Village Manager may be approved by the Village administratively without submitting the modification to the Planning and Zoning Commission or any committee of the Village Board. Any modification deemed to be a major modification shall be submitted to the Village for review in accordance with the procedures outlined in applicable sections of the Village’s ordinance in effect at the time that the major modification is submitted. Any changes, whether they are determined to be major or minor, shall not be considered a revision to this Agreement.
- H. Developer agrees to complete the public improvements which the Village requires in order to insure adequate service to the Development. The Village shall review and, if found to be in compliance, approve and accept the public improvements within a reasonable time consistent with Village acceptance practices and procedures. The public improvements that the Developer shall complete are the detention areas, storm water management system, streets, water mains, and sanitary sewers to the boundary line of the Property with connections as required to the extent reasonable necessary to service the Development. Letters of Credit in accordance with this Agreement shall be furnished by the Developer for any such off-site public improvements.
- I. The Final Plan for the Industrial Development Parcel shall be accompanied by a Declaration of Covenants, Conditions and Restrictions (“CCR’s”), which shall provide for the formation of a property owners Association (“Association”). The Association shall be responsible for the maintenance of the detention areas, common areas, and open space, common subdivision signage, common area landscaping and private streets, if any, (collectively, “Common Area Maintenance”). The CCR’s shall be submitted to the Village Staff and Village Attorney for review and approval as part of the final planned development approval process for the Industrial Development Parcel. The CCR’s shall be recorded immediately subsequent to the recording of the Final Plat of Re-Subdivision for the Industrial Development Parcel, and the Village may withhold building permits until such

time as the CCR's are properly recorded. The Association shall not amend its CCR's with regard to these Common Area Maintenance obligations or dissolve the Association without the consent of the Village. The approved restrictive covenants with respect to Common Area Maintenance shall not be revised so that they adversely affect the Village's rights nor shall the Association be dissolved without the consent of the Village.

- J. Should the Association fail to perform its obligations with respect to the Common Area Maintenance, the Village may, but shall not be obligated to, perform this work and costs incurred in connection therewith shall be assessed against the owner(s) of the property in the Association.
- K. Upon payment of all the platting fees listed in Section 6-1.1 of this Agreement and the posting of letters of credit or performance bonds satisfactory to the Village, and after final plat and engineering approval and prior to recording of any phase of the Property, mass grading, excavation, storm water detention related to the construction of public improvements may proceed at the Developer's sole risk, provided that the final erosion control plan has been approved by the Village Engineer, the detailed improvements plans and specifications have been submitted to the Village Engineer and the Village Engineer and Public Works Director have given approval to the portion of the plans relating to grading and all erosion and siltation control measures shown on the plans or required by the Village Engineer and Public Works Director are in place. Where and to the extent that stream, floodplain or wetlands exist on the site, no grading shall be undertaken until the required state and federal permits, if needed, have been filed with the Village Engineer and approved by all appropriate agencies.
- L. As to any future resubdivision or combination of lots sought after the approval of the original Final Plat, the Village agrees that it will consider both a preliminary and final resubdivision (plat of consolidation) at the same time and as a single request.

ARTICLE 5
TREE PRESERVATION

- A. The Property, as it currently exists, has no trees of any significance, and as such, the Village waives its requirement that any tree survey be provided to the Village and further waives the Tree Replacement requirements or Fee in lieu thereof as outlined in 5.15 of the Municipal Code, as may be amended from time to time.

ARTICLE 6
FEES

Developer shall pay the following fees to the Village:

- A. Annexation Fees: Within 10 days after passage of an ordinance annexing the Property, an annexation fee of \$1,000.00 shall be paid by the Developer for each gross acre or prorated for any part thereof contained on the entire Property.
- B. Platting Fees: Developer shall pay to the Village at the time of approval of the initial Final Plat of Re-Subdivision and before the execution, recording and filing of the final plat of

subdivision, a platting fee shall be paid by the Developer to the Village. The platting fee shall be calculated as follows:

\$1,000.00 for each acre, pro-rated for portions of an acre, based upon the gross area of the Property.

- C. Building Permit, Certificate of Occupancy and Tap-On Fees: As part of the issuance of each building permit for the construction of a building on the various lots within the Industrial Development Parcel or the Commercial Development Parcel, the Developer or the Owner, respectively, shall pay building permit fees, certificate of occupancy fees, tap-on fees and other similar fees shall be payable at time of permit and in accordance with this Agreement and the Village ordinance in existence as may be amended from time to time and as applied generally in the Village. After receipt of all proper and necessary documents and a complete application and the payment of all applicable fees, the Village shall, within a reasonable time consistent with the Village's practices and procedures, issue building permit or Certificates of Occupancy, as the case may be.
- D. Fire District Review Fee: Prior to the issuance of any building permits, the Developer shall pay a review fee of \$0.10 per square foot of industrial development contemplated to occur on the Industrial Development Parcel to the Algonquin/Lake in the Hills Fire Protection District. Similarly, as part of a subsequent final PUD application by the Owner or its successor as to the Commercial Development Parcel, the Owner or its successor shall pay a review fee of \$0.10 per square foot of proposed commercial buildings development contemplated to occur on the Commercial Development Parcel to the Algonquin/Lake in the Hills Fire Protection District
- E. Kane County Road Improvement Fee: The Developer shall pay a road improvement impact fee to Kane County prior to the Village's issuance of a building permit for any lot within the Industrial Development Parcel. The Owner or its successor shall pay a road improvement impact fee to Kane County prior to the Village's issuance of a building permit for any lot within the Commercial Development Parcel. The amount of the impact fee will be determined by Kane County.
- F. Public Art Fee: At the time a building permit for any building within the Industrial Development Parcel is issued, the Developer shall pay a Public Art Fee of \$25 for each unit within the Industrial Development Parcel. At the time a building permit for any building within the Commercial Development Parcel is issued, the Owner or its successor shall pay a Public Art Fee of \$25 for each unit within the Commercial Development Parcel
- G. Other Fees: Developer agrees to reimburse the Village for reasonable attorneys' fees, planning consultants, engineering consultant's costs and any other professional costs incurred by the Village in connection with (i) the initial annexation, zoning, and platting of the entire Property, (ii) any subsequent re-zoning or re-platting the Industrial Development Parcel, and (iii) the construction and utility inspections for the public improvements required by the Final Engineering approved as part of the initial Final Plat of Re-Subdivision, and shall execute a Village Reimbursement of Fees Agreement. Upon request by the Developer, the Village shall furnish detailed invoices for services provided by the

Village's retained consultants. If required deposits are depleted and not restored within 30 days of notice from the Village, no new building permits shall be reviewed or approved until said deposits are restored. The Owner or its successor shall pay any and all such fees as to any further development of the Commercial Development Parcel.


- H. Recapture: The Village acknowledges that to the best of its knowledge there are no recaptures due and owing from the Developer.
- I. Water/Sewer Connection Fees: Developer, and its successors and assigns shall be obligated to pay all sanitary sewer and potable water connection fees pertaining to connections made to serve development within the Industrial Development Parcel in accordance with Village ordinances in effect at the time of development, provided such ordinances are uniformly applied to all properties in the Village. Upon payment of same by the Developer or its successors or assigns, physical connections shall be allowed. Similarly, Owner, and its successors and assigns shall be obligated to pay all sanitary sewer and potable water connection fees pertaining to connections made to serve development within the Commercial Development Parcel in accordance with Village ordinances in effect at the time of development, provided such ordinances are uniformly applied to all properties in the Village. Upon payment of same by the Owner or its successors or assigns, physical connections shall be allowed.

ARTICLE 7
IMPROVEMENTS

- A. Upon payment of all the platting fees listed in Article 6 of this Agreement and upon submittal of satisfactory documents by the Developer or Owner (as the case may be), the Village shall timely execute all permit applications submitted by the Developer or Owner necessary to apply for permits from the Army Corps of Engineers, IEPA and any other public or private agencies from whom permits may be required and shall cooperate with the Developer or Owner (as the case may be) in the securing of permits from such agencies.
- B. Upon the recording of the Final Plat of Re-Subdivision described in Section 4C above, the Developer shall be responsible for the construction and installation of those public improvements and utilities consisting of storm sewers, sanitary sewers, water mains, streets and appurtenant structures as are required to made and as were approved in the Final Engineering Plans approved with respect to said Final Plat of Re-Subdivision, are needed to adequately service the Property and to have facilities available for the use of adjacent properties in accordance with the Preliminary Industrial Development Plans, applicable Village ordinances and requirements and the following additional standards:
 - 1. Roadways, Right-of-Way and Pavement Width: Developer shall construct all streets and other public improvements in accordance with applicable Village ordinance and the Preliminary Industrial Development Plans as may be modified by the Village's review and approval of the final engineering plans. The Preliminary Industrial Development Plans, as approved by the Village Engineer and Public Works Director, sets forth the required rights-of-way, the required pavement cross sections and the pavement widths.

2. Sanitary Sewers: The Developer shall be permitted to construct overhead sanitary sewer service lines for the individual buildings that are at depths less than that necessary to drain the basement by means of gravity alone. Note – the E-One system may not need this requirement.
3. Subsurface Utilities: All new utilities to be installed in conjunction with development of the Property, both offsite and onsite, to include storm sewers, water mains, electric, gas, telephone and cable television (sanitary sewers are addressed in Article 7-B.2 hereinabove) shall be installed underground. In addition, Developer shall cause all existing overhead utility lines adjacent to the Property to be placed underground at Developer's expense.
4. Off-Site Public Improvements: Developer shall be responsible for the construction and installation of those public improvements and utilities consisting of storm sewers, water mains and sanitary sewers, streets and appurtenant structures as described on the Preliminary Industrial Development Plans to adequately service the Property.
5. Wastewater Treatment: The Village currently has, and agrees to reserve sufficient capacity within its wastewater treatment facility to serve the approved development of the Property. Payment of the tap-on fees shall be on a per unit basis payable at the time of issuance of individual building permits. Subject to restrictions that may apply generally to all developers within the Village and subject to the availability of IEPA permits, Developer shall be entitled to, and the Village agrees to provide wastewater treatment capacity for all the homes planned for the Property upon the payment of the tap-on fee.
6. Water Supply: The Village has a fully functional potable water supply system sufficient to serve the proposed development of the Property subject to restrictions that may apply generally to all developers within the Village and subject to the availability of IEPA permits for water main extensions. The Village will assure potable water capacity to all units upon the payment of tap-on fees.
7. Storm Sewer: Developer will install and construct an on-site storm water detention facility as approved by the Village Engineer and Public Works Director. The discharge for said storm water facility shall incorporate an infiltration basin system, generally consistent with the Preliminary Industrial Development Plans.
8. Easements and Access: The Village shall, upon the request of the Developer, grant to utility companies which may provide utilities access to any part of the Property for construction and maintenance of utility easements over, under, across or through property owned or controlled by the Village as are necessary or appropriate for the development of the Property in accordance with the provisions of this Agreement, the Preliminary Industrial Development Plans or any approved preliminary or final plat for any development phase of the Property. Owner/Developer agree to cooperate with the Village to reasonably see that the most aesthetic equipment offered by the utility companies is used. Developer agrees to grant to the Village easements on the Property

required from time to time for utility purposes, including access and maintenance thereof, at locations mutually satisfactory to the Village and Developer.

9. The Preliminary PUD Plans for the Industrial Development Parcel contemplate that the Developer will, at its expense, extend Grandview Drive to the west of Randall Road to that point as shown on said plans (the “**Grandview Drive Extension**”). The Village acknowledges that the overall functionality of the Property will be enhanced by the Grandview Drive Extension. It is acknowledged that, if so extended, said Grandview Drive Extension will exist within the territorial jurisdiction of the Village of Carpentersville. Within ninety (90) days following the Village’s approvals of this Agreement and the enactment of the Annexation and Development Legislation, (i) the Owner shall petition the Village of Carpentersville to annex the minimum amount of the Owner’s property south of the that part of the Owner’s land south of the Property necessary to bring within the Village of Carpentersville the Owner’s land on which the Grandview Drive Extension is to be constructed (the “**Annexation Strip**”), the cost of which petition and related submittals shall be paid for by the Developer) and (ii) upon annexation, the Developer, at its expense shall formally petition and apply to the Village of Carpentersville and to the Kane County Division of Transportation (“KDOT”) for its / their consent and issuance of all required permits required to enable the Developer to lawfully construct the Grandview Drive Extension, to be constructed at the expense of the Developer in accordance with the geometrics as generally shown on the Preliminary Industrial Development Plans, and specifically without any requirement for the installation of a traffic sign at its intersection with Randall Road (collectively, the “**Grandview Drive Extension Permits**”). The Village of Algonquin hereby agrees to use good faith efforts to enter into an intergovernmental agreement (“IGA”) with the Village of Carpentersville providing, to the extent requested by said Village of Carpentersville, that until the farmland situated immediately south of the proposed Grandview Drive Extension is annexed and developed into the Village of Carpentersville, the Village of Algonquin will, at its expense, assume the responsibility for the maintenance and snow plowing of said Grandview Drive Extension. Developer does have the obligation to install a traffic signal at Broadsmore. 

For the avoidance of doubt, in connection with the approval of any preliminary and/or final PUD plans or other development approvals requested with respect to the Commercial Development Parcel by the Owner subsequent to the date of this Agreement, all required public improvements shall be made by the Owner or its successor, and not by the Developer.

10. Developer shall construct at least 2 high-capacity EV Charging stations at each development pad.
11. Developer and Owner both agree to make a good faith effort to include in their respective building permit applications a proposed construction and design aimed at qualifying such construction for certification under the Leadership in Energy and Environmental Design (“LEED”) v4 for Building Design and Construction (as defined in the LEED update of July 25, 2019)..

- C. Developer shall execute a Public Improvements Completion Agreement and complete all on-site and off-site improvements required to be made in connection final engineering plans approved in connection with the Final Re-Subdivision Plat in accordance therewith.
- D. The Village agrees that, at the request of the Developer or the Owner (as the case may be) the Village will issue building permit(s) for the construction of noncombustible building components on the Property prior to the completion of utilities and streets. Conditions of any such building permit(s) shall be that the Village's Building Commissioner or his designee are satisfied that (i) access to the proposed building site(s) by fire and emergency vehicles ("Emergency Vehicular Access") is safe and adequate and (ii) the Developer or Owner (as the case may be) enters into a hold harmless and indemnity agreement in a form approved and as required by the Village's Corporation Counsel. The Developer or Owner (as the case may be) shall also be allowed to construct both combustible and non-combustible parts of such structure even before water for fire protection purposes is provided, so long as the Developer or Owner enters into a hold harmless and indemnity agreement in a form approved and as required by the Village's Corporation Counsel. Without limiting the generality of the foregoing, the parties further agree with respect to the conditions of Emergency Vehicular Access that:
 - a. such conditions shall be deemed satisfied as to any building proposed to be constructed on a lot abutting Randall Road, Longmeadow Parkway, or Huntly Road; and
 - b. such conditions may also be satisfied by the installation of the gravel road base intended to serve as the base for the right-of-way approved by the final plat.

ARTICLE 8
OFF-SITE STREETS AND CONSTRUCTION TRAFFIC

The Developer shall be responsible for the repair of any damage to any Village street or road resulting from development and construction activities on the Industrial Development Parcel. Similarly, the Owner shall be responsible for the repair of any damage to any Village street or road resulting from development and construction activities on the Commercial Development Parcel.

ARTICLE 9
GUARANTEES AND LETTERS OF CREDIT

- A. It is understood that prior to the construction of any streets or other public improvements, Party proposing such construction (be it the Owner or the Developer) shall submit the required plans, final plat, specifications and engineer's estimate of probable cost for approval by the Village Engineer and Public Works Director, as provided herein, after which and upon providing the required letter of credit or surety bond, and after final plat approval and the issuance of a site development permit, the Party receiving the permit may proceed to construct said streets and other public improvements. Upon installation of the roadway base and binder course asphalt paving, and upon completion of other portions of the improvements, the letter of credit or surety bond may be reduced to an amount which,

in the opinion of the Village Engineer, is sufficient to ensure completion of the work yet to be performed subject to Section 9-B below.

The Owner or the Developer (as the case may be) shall make all public improvements in accordance with the approved final engineering plans and, to the extent not modified herein, to the applicable ordinances of the Village and pursuant to the terms of this Agreement and the Parties' Public Improvement Completion Agreement, which will be constructed in accordance with the approved final engineering plans and the Owner/Developer's phasing plan. The Party undertaking the construction of such public improvements, and such Party's agents, assigns or successors shall guarantee the performance and fulfillment of any such requirements by submitting a customary payment and performance bond or letter of credit in favor of the Village in form and substance acceptable to the Village, issued by a reputable financial institution having assets in excess of \$100,000,000, in the amount of 120 percent of the cost of the improvements as approved by the Village Engineer and the Public Works Director.

- B. The Village may reduce such bond or letter of credit within 60 days after the Party that has posted the security request to the Village Engineer and Public Works Director to inspect the completed improvements or issue a denial within said period of time informing the Owner/Developer specifically as to what corrections are necessary to allow the reduction. Owner and Developer agree not to request a reduction to any one bond more than once every three months. Any request by the Developer for a reduction in its bond will be denied in the event the Developer is indebted to the Village or otherwise in violation of this Agreement and/or Village ordinances, until such time as the violations are corrected or payment made. Similarly, any request by the Owner for a reduction in its bond will be denied in the event the Owner is indebted to the Village or otherwise in violation of this Agreement and/or Village ordinances, until such time as the violations are corrected or payment made
- C. Upon completion of the improvements and acceptance by the Village, the payment and performance bond shall be released. A maintenance bond equal to 15 percent of the approved total estimated cost shall be provided in accordance with the Subdivision Ordinance.

ARTICLE 10
CONSTRUCTION FACILITIES AND SIGNS

- A. Prior to commencement of construction, Developer or Owner (as the case may be) may submit to the Village a plan showing the location of all proposed temporary construction office and sales trailers, which shall be subject to the approval of the Village Building Commissioner. Site plan shall indicate the general location of where all construction trailers, shall be located. Developer and Owner shall each be permitted a temporary office trailer to serve as the construction office. Said construction trailers shall be located at sites approve by the Building Commissioner. Sewer and water need not be connected to the temporary office and construction trailers. At a minimum, a gravel driveway shall be provided to accommodate vehicular travel to all temporary office and construction trailers.

The Developer agrees to hold the Village harmless for any liability associated with the installation and operation of said the temporary office and construction trailers by the Developer. Similarly, the Owner agrees to hold the Village harmless for any liability associated with the installation and operation of said the temporary office and construction trailers by the Owner

- B. All signage shall be in strict conformance with the Sign Code.

ARTICLE 11
VILLAGE ORDINANCES

- A. The subdivision and zoning standards for public improvements on the Property shall be governed by the final engineering and Final Plat as approved by the Village Engineer and the Public Works Director. In no event shall any amendment to or modification of any more restrictive ordinances, codes or regulations apply to use, lot sizes shown on the Preliminary Plan or the bulk regulations, such as yards, building heights, floor/area ratio or the like, applicable to the lots from what said ordinances, codes and regulations were on the date of this Agreement, except as modified by this Agreement. The Village agrees to use its best efforts to give Developer prior written notice of any other amendments, modifications or new ordinances, codes and regulations
- B. Except as otherwise provided in this Agreement, the Village codes and ordinances, as amended from time to time, shall apply to the development of the Property.
- C. If, during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, building or appurtenances, or any other development of any kind or character upon the Property, are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the Village (whether or not encompassed by agreements of annexation), then the benefit of such less restrictive requirements shall inure to the benefit of the Developer, and anything to the contrary contained herein notwithstanding, the Developer may elect to proceed with respect to the development of, or construction upon, the tract with the less restrictive amendment or modification applicable generally to all properties within the Village.
- D. The Village, the Owner, and the Developer, and their successors and assigns may, by mutual consent, change, amplify or otherwise agree to terms and conditions other than those set forth in this Agreement by the adoption of any ordinance by the Village amending the terms of this Agreement and the acceptance of same by Developer, subject to the provisions of 65 ILCS 5/11-15.1-1. However, only the written approval of the legal titleholder of an interest in any portion of the Property subject to the amendment (the legal titleholder of the property subject to the amendment) shall be required to effect an amendment to this Agreement.

- E. In the event of any conflict between this Agreement and any codes or ordinances of the Village, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.

ARTICLE 12
SALE OF PROPERTY

- A. It is expressly understood and agreed that (i) the Developer may sell or convey all or any part of the Industrial Development Parcel and / or (ii) the Owner may sell or convey all or any part of the Commercial Development Parcel, in either case to a purchaser (hereafter a “Successor Developer”), and upon each sale or conveyance, the Successor Developer shall be bound by and entitled to the benefits and obligations of this Agreement subject to the terms and conditions herein. When any such Successor Developer agrees to assume Developer’s obligations hereunder, and when the Village is notified of such proposed purchase and agreement, the Village hereby covenants and agrees that it shall consent to such assumption, and that it shall release the selling Developer or Selling Owner, as the case may be, from its respective obligations hereunder with respect to that part of the Property so purchased, but only on the following conditions precedent to such sale and purchase:
1. Provision has been made that all such public improvements required by this Agreement to complete all development responsibilities or Village ordinance or contemplated by any plat for the development of the parcel being sold will be installed and guaranteed in accordance with Article 9 of this Agreement and the ordinances of the Village; and
 2. The Village has remaining in place some reasonable assurances of performance to assure the Village that any development responsibilities not yet satisfactorily completed by the Developer anywhere on the Property will be completed by the Successor Developer; and
 3. All monetary obligations of the selling Developer or Owner (as the case may be) due to the Village as of the time of conveyance and attributable to the Property conveyed have been satisfied in full; and
 4. The Successor Developer shall assume all unsatisfied obligations of the selling Developer or Owner (as the case may be) relating to the purchased tract as set forth in an agreement agreement between the Developer or Owner and the Village;
 5. The Village shall not unreasonably exercise its right to deny release herein.

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ARTICLE 13
WINTER MAINTENANCE

Until the Village accepts the streets in the Property, the Village shall have no obligation to keep the same plowed of ice and snow. It is agreed however, that any area that shall be or is likely to be

occupied in whole or in part between November 15 and April 30 of the following year, the Village shall furnish, subject to availability, complete labor and material necessary for the removal of snow and ice from the streets constructed within such phase, provided the Developer and the Village have executed the Village's customary form of sub-agreement entitled *Winter Maintenance Agreement*. In the event a *Winter Maintenance Agreement* is not executed by the Developer and the Village, the provisions of Chapter 22, Algonquin Subdivision Ordinance, of the Algonquin Municipal Code (particularly Section 22.08-J2) shall apply to the winter maintenance of such streets.

ARTICLE 14
MISCELLANEOUS

- A. If any provision of this Agreement (except those provisions relating to the requested rezoning of the tract identified herein and the ordinances adopted in connection therewith), or its application to any person, entity or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application of validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.
- B. If, for any reason during the terms of this Agreement, any approval or permission is granted hereunder regarding plans or plats of subdivision or zoning are declared invalid, the Village agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variances and plat approvals proposed herein.
- C. All obligations of the Developer in this Agreement, including monetary obligations in existence now as well as those which may come to exist in the future as a result of this Agreement, shall constitute covenants running with the land and such monetary obligations shall also be liens upon the land. Developer hereby consents to the filing of a lien on the tract for which the obligations are owed when any obligations are more than 90 days overdue. Monetary obligations as used herein shall include professional fees incurred by the Village.
- D. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor Owner of record, successor developer, lessees and successor lessees and upon any successor municipal authority of the village and successor municipalities for a period of 10 years from the later of the date of execution hereof and the date of adoption of the ordinance pursuant hereto.
- E. It is understood and agreed by the Parties that time is of the essence in this Agreement, and that all Parties will make every reasonable effort to expedite the subject matter hereof.
- F. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights thereafter to enforce such term, covenant, agreement or condition, but the same shall continue in full force and effect. If the performance of any covenant to be performed under this Agreement by any Party is delayed as a result of circumstances which

are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

- G. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county or local) financial or other aid and assistance required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to owners or occupants of the Property. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property is in the best interests of all the Parties and requires their continued cooperation; however, nothing contained in this Agreement shall affect any Owner/Developer's right to mortgage, encumber or convey the Property as a whole or separately to one or several third parties.



ARTICLE 15

NOTICES AND REMEDIES

- A. Upon breach of this Agreement, any of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.
- B. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, performance shall be demanded, and such non-performance shall have remained uncured for thirty (30) consecutive days following such notice; provided, however, that if, by reason of the nature of such alleged non-performance, the cure thereof cannot be reasonably completed within thirty (30) days, then so long as the Party guilty of non-performance commences to cure same and diligently pursues the completion of such cure thereafter, then the time for cure shall be reasonably extended to allow for such cure.
- C. In the event the Village chooses to sue in order to enforce the obligations hereunder, Developer shall pay all costs and expenses incurred by the Village including, but not limited to, attorney's fees and court costs, provided the Village prevails. In the event the Developer chooses to sue in order to enforce the obligations hereunder, Village shall pay all cost and expense incurred by the Developer prevails. In addition, if the Developer does not pay any fees provided for herein, the Village may withhold the issuance of building permits until payment is received, or if the appropriate security is not deposited, withhold

approval of plat of any subdivision until the appropriate security is delivered. Village may use any remedies available to it to collect such fees and charges as are due.

Notice shall be provided at the following addresses:

Village: Village Manager
Village of Algonquin
2200 Harnish Road
Algonquin, Illinois 60102

Copy to: Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014
kcahill@zrfmlaw.com

Owner: L&H Farm Limited Partnership
10613 Brittany Avenue
Huntley, IL 60142

Copy to:

Developer: NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150
Attn: Nathaniel Hagedorn

Copy to: Peter C. Bazos
Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Avenue, Suite 100
Elgin, Illinois 60123
pbazos@bazosfreeman.com

- D. It is hereby expressly agreed that no breach or default on the part of the Owner shall be attributable to, nor shall it prejudice the rights and entitlements of the Developer hereunder or the obligations of the Village to such Developer. Similarly, it is hereby expressly agreed that no breach or default on the part of the Developer shall be attributable to, nor shall it prejudice the rights and entitlements of the Owner hereunder or the obligations of the Village to such Owner.

ARTICLE 16 **DEFENSE**

The Village agrees to cooperate with Developer in the defense of any lawsuits of claims brought by any person or persons in regard to the following matters:

- A. The Agreement;

NorthPoint Algonquin Industrial Campus Annexation and Development Agreement, Page

- B. Annexation
- C. Zoning;
- D. Preliminary and final subdivision plats and
- E. TIF ordinances.

In the event of any such lawsuit naming the Village as a party, the Developer may elect to appear and defend the litigation, in which event the Village may also appear and be represented by its own counsel. In the alternative, the Developer may tender the defense of the matter to the Village, in which case the Developer and the Village shall, by mutual agreement, choose an attorney or attorneys to represent the Village and Developer in one case. In either event, the Developer shall reimburse the Village for the cost incurred by the Village in such defense, including reasonable attorneys' fees. The Village and Developer will cooperate with each other as necessary to defend any such losses.

The Developer shall pay all of the Village's reasonable attorneys' fees and expenses incurred in or related to the enforcement of the terms and provisions of this Agreement, including but not limited to the cost and/or fees of its attorneys, consultants and other professionals.

ARTICLE 17 **TIF LEGISLATION**

- A. Prior to the public hearing by the Village with respect to this Annexation and Development Agreement, the Village did conduct a public hearing with respect to the classification of the Property as a "redevelopment project area" (also known as "TIF District") as contemplated by 65 ILCS 5/11-74.4-1 et. seq. (the "TIF Act").
- B. In anticipation of the establishment of the Property as a TIF District, the Developer did submit to the Village for its consideration and approval a certain redevelopment agreement with respect to the industrial portion of the Property (the "**Industrial RDA**"), a copy of which is attached hereto as **Exhibit C**.
- C. Promptly following the annexation of the Property into the Village and the adoption of the Annexation and Development Legislation (including, without limitation the Two-Lot Final Plat of Re-Subdivision), the Village agrees to (i) enact the TIF Legislation and (ii) execute and enter into the Industrial RDA with the Developer, and failing to do so, the Developer shall have those rights as set forth in Section 2D above.
- D. Should the Property be disconnected from the Village pursuant to Section 2D above, then the Industrial RDA shall also be deemed to have been cancelled and rescinded.

[signature pages follow]

IN WITNESS WHEREOF, the parties set their hands and seals on the day and year first abovementioned.

OWNER: L&H Farm Limited Partnership, an Illinois limited partnership

By: _____
Name: Gerald Gaitsch
Its: Co-General Partner

DEVELOPER: NorthPoint Development, LLC, a Missouri limited liability company, licensed to do business in Illinois.

By: _____
Name: Nathaniel Hagedorn
Its: Chief Executive Officer

VILLAGE: Village of Algonquin

Village President Debby Sosine

ATTEST:

Village Clerk Fred Martin

Prepared by:
Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014

EXHIBIT A
Legal Description of Property
(Both the Commercial Development Parcel and the Industrial Development Parcel)

MANHARD TO VERIFY THE LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89 DEGREES 18 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 31 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1753.25 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 300.00 FEET; (4) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (5) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 181.79 FEET TO A POINT OF CURVATURE; (6) THENCE EASTERLY 212.01 FEET, ALONG A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 11,360.00 FEET, AND CHORD BEARING OF NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, AND CHORD DISTANCE OF 212.01 FEET; (7) THENCE SOUTH 44 DEGREES 34 MINUTES 41 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF S. RANDALL ROAD PER DOCUMENT 97K057323; THENCE SOUTHERLY, 389.08 FEET ALONG A NON-TANGENT CURVE, CONCAVE EAST, HAVING A RADIUS OF 5,804.58 FEET, CHORD BEARING OF SOUTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, AND CHORD DISTANCE OF 389.00 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 1901.65 FEET TO A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10,945.15 FEET SUBTENDING A CHORD BEARING SOUTH 01 DEGREES 39 MINUTES 56 SECONDS EAST, A CHORD DISTANCE OF 238.54 FEET AND AN ARC DISTANCE OF 238.55 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS WEST, 1593.69 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 50 SECONDS WEST, 264.35 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 337.00 FEET; THENCE SOUTH 53 DEGREES 05 MINUTES 01 SECONDS WEST, 435.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HUNTLEY ROAD AS MONUMENTED; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 36 DEGREES 54 MINUTES 59 SECONDS WEST, 274.96 FEET TO A NON-TANGENT CURVE; (2) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 924.56 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 51 MINUTES 50 SECONDS WEST, A CHORD DISTANCE OF 573.2 FEET AND AN ARC DISTANCE OF 582.61 FEET TO A NON-RADIAL LINE; (3) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 714.67 FEET TO A NON-TANGENT CURVE; (4) THENCE

NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1,179.28 FEET SUBTENDING A CHORD BEARING NORTH 03 DEGREES 45 MINUTES 21 SECONDS WEST, A CHORD DISTANCE OF 125.18 FEET AND AN ARC DISTANCE OF 125.24 FEET TO A NON-RADIAL LINE; (5) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 248.15 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 17 MINUTES 11 SECONDS EAST, TO THE EAST LINE OF HUNTLEY ROAD PER DOCUMENT 2014K047996, A DISTANCE OF 59.03 FEET; THENCE ALONG SAID EAST LINE OF HUNTLEY ROAD, NORTH 00 DEGREES 42 MINUTES 49 SECONDS WEST, 880.06 FEET; THENCE NORTH 44 DEGREES 17 MINUTES 50 SECONDS EAST ALONG SAID EAST LINE, 49.49 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

PINs: 03-07-200-006 and 03-07-200-007

EXHIBIT B
Plat of Annexation

EXHIBIT C
Industrial RDA

**Schedule 3C
Additionally Approved
Departures**

MANHARD TO VERIFY DEPARTURES

Part 1: Departures pertaining to both the Commercial Development Parcel and the Industrial Development Parcel:

1. Building height shall not exceed 45 feet plus up to an additional five (5) feet for screening on the roof of any building within the Industrial Development Parcel used to screen rooftop equipment. Rooftop equipment shall not be included in the calculation of building height.
2. Front Yard setbacks for both parking and buildings from Randall Road shall be reduced to fifty (50) feet along Randall Road .
3. Front Yard setbacks for parking lots from Longmeadow Parkway may be reduced from fifty (50) feet to forty (40) feet along that section of Longmeadow Parkway that jogs to the south as it approaches its intersection with Randall Road from the west.
4. Front Yard setbacks along all of the new, internal subdivision roads shall be twenty-five (25) feet for parking and thirty (30) feet for buildings, in general, however, due to the curvilinear alignment of the roadways, the front yard dimension may be reduced in some areas as approved by Village Staff.
5. There shall be no prohibition as to the use of precast wall panels for industrial buildings facing perimeter public roads.

Part 2: Departures pertaining to only the Industrial Development Parcel:

6. Overnight truck and semi-tractor trailer outdoor parking and storage shall be permitted to the extent such activities are ancillary to the business of the occupant of the building on the lot on which activities take place.
8. Landscaped parking islands shall not be required in connection with truck parking spaces.
9. The screening of exterior loading docks and overhead doors shall be permitted to be accomplished with non-deciduous landscaping or, at the election of the Developer, with fences with a finished side facing a public right-of-way.

ORDINANCE NO. 2021 – O _____

AN ORDINANCE ANNEXING THE NORTHPOINT ALGONQUIN CORPORATE CAMPUS TO THE VILLAGE OF ALGONQUIN (NORTHPOINT)

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

WHEREAS, a written petition, submitted and signed by David Salinas, NorthPoint Development, LLC, developer, and L&H Farm Limited Partnership, current owner of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, requesting that said territory (Subject Property) be annexed to the Village of Algonquin; and

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

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

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

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

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

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

SECTION 1: That the following described territory is hereby annexed to the Village of Algonquin, McHenry and Kane Counties, Illinois:

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89 DEGREES 18 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 31 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1753.25 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 300.00 FEET; (4) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (5) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 181.79 FEET TO A POINT OF CURVATURE; (6) THENCE

EASTERLY 212.01 FEET, ALONG A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 11,360.00 FEET, AND CHORD BEARING OF NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, AND CHORD DISTANCE OF 212.01 FEET; (7) THENCE SOUTH 44 DEGREES 34 MINUTES 41 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF S. RANDAL ROAD PER DOCUMENT 97K057323; THENCE SOUTHERLY, 389.08 FEET ALONG A NON-TANGENT CURVE, CONCAVE EAST, HAVING A RADIUS OF 5,804.58 FEET, CHORD BEARING OF SOUTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, AND CHORD DISTANCE OF 389.00 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 1901.65 FEET TO A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10,945.15 FEET SUBTENDING A CHORD BEARING SOUTH 01 DEGREES 39 MINUTES 56 SECONDS EAST, A CHORD DISTANCE OF 238.54 FEET AND AN ARC DISTANCE OF 238.55 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS WEST, 1593.69 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 50 SECONDS WEST, 264.35 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 337.00 FEET; THENCE SOUTH 53 DEGREES 05 MINUTES 01 SECONDS WEST, 435.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HUNTLEY ROAD AS MONUMENTED; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 36 DEGREES 54 MINUTES 59 SECONDS WEST, 274.96 FEET TO A NON-TANGENT CURVE; (2) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 924.56 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 51 MINUTES 50 SECONDS WEST, A CHORD DISTANCE OF 573.2 FEET AND AN ARC DISTANCE OF 582.61 FEET TO A NON-RADIAL LINE; (3) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 714.67 FEET TO A NON-TANGENT CURVE; (4) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1,179.28 FEET SUBTENDING A CHORD BEARING NORTH 03 DEGREES 45 MINUTES 21 SECONDS WEST, A CHORD DISTANCE OF 125.18 FEET AND AN ARC DISTANCE OF 125.24 FEET TO A NON-RADIAL LINE; (5) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 248.15 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 17 MINUTES 11 SECONDS EAST, TO THE EAST LINE OF HUNTLEY ROAD PER DOCUMENT 2014K047996, A DISTANCE OF 59.03 FEET; THENCE ALONG SAID EAST LINE OF HUNTLEY ROAD, NORTH 00 DEGREES 42 MINUTES 49 SECONDS WEST, 680.06 FEET; THENCE NORTH 44 DEGREES 17 MINUTES 50 SECONDS EAST ALONG SAID EAST LINE, 49.49 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

TOGETHER WITH THE ADJOINING AND CONTIGUOUS RIGHT-OF-WAYS OF HUNTLEY ROAD, LONGMEADOW BOULEVARD, AND RANDALL ROAD NOT PREVIOUSLY ANNEXED.

Said property, containing approximately one hundred sixty-three acres, is located at the southwest corner of Randall Road and Longmeadow Parkway.

SECTION 2: That the Village Clerk of the Village of Algonquin is hereby directed to record in the Office of the Recorder and to file in the Office of the County Clerk of Kane County, Illinois, and the post office serving the territory, within 30 days of the effective date of this ordinance, a certified copy of this Ordinance, together with an accurate map of the property hereby annexed, said map being attached hereto, made a part hereof and identified as Exhibit A.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye:
Nay:
Absent:
Abstain:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____
Approved: _____
Published: _____

ORDINANCE NO. 2021 – O - _____

AN ORDINANCE GRANTING ZONING UPON ANNEXATION AND APPROVING A FINAL PLAT OF SUBDIVISION AND A PRELIMINARY PLAT OF SUBDIVISION AND A PRELIMINARY PLANNED DEVELOPMENT FOR A CERTAIN PROPERTY KNOWN AS THE NORTHPOINT ALGONQUIN CORPORATE CAMPUS TO THE VILLAGE OF ALGONQUIN (NORTHPOINT)

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

WHEREAS, the Village of Algonquin has been requested by a petition submitted by David Salinas, NorthPoint Development, LLC, developer, and L&H Farm Limited Partnership, current owner of record of all land within the territory hereinafter described, to annex, zone and approve a final plat of subdivision, a preliminary plat of subdivision and a preliminary planned development and for certain territory; and

WHEREAS, the entire parcel is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the “Subject Property”); and

WHEREAS, a portion of the Subject Property, legally described in Exhibit B attached hereto and incorporated herein, will be zoned and developed as B-P Business Park (hereinafter referred to as the “Industrial Development Parcel”); and

WHEREAS, a portion of the Subject Property, legally described in Exhibit C attached hereto and incorporated herein, will be zoned B-P-Retail (hereinafter referred to as the “Commercial Development Parcel”); and

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

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the granting of said zoning upon annexation and approval of the final plat of subdivision for the Subject Property and preliminary plat of subdivision and preliminary planned development for the Industrial Development Parcel; and

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

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

SECTION 1: That the Final Plat for the Subject Property (Exhibit A) prepared by Manhard Consulting, Ltd. with latest revision date of August 23, 2021 is hereby approved.

SECTION 2: That the Industrial Development Parcel (Exhibit B) shall be zoned upon annexation to B-P Business Park, to be developed under the terms of a planned development consistent with the

Preliminary Plan prepared by Manhard Consulting LTD, with the latest revision date of August 23, 2021, the Algonquin Zoning Ordinance, the Algonquin Subdivision Ordinance, the Annexation Agreement between the Village and the Petitioners, and the terms and conditions listed hereafter:

SECTION 3: That the Commercial Development Parcel,(Exhibit C), shall be zoned upon annexation to B-2 Business, General Retail, to be developed as a planned development consistent with the Algonquin Zoning Ordinance, the Algonquin Subdivision Ordinance, and the annexation agreement between the Village and the Petitioners.

SECTION 4: The preliminary subdivision plat and preliminary development plan for the Industrial Development Parcel are hereby approved subject to the following documents, provisions and conditions which the future development of the property must conform thereto:

- A. Preliminary Plat of Subdivision prepared by Manhard Consulting, Ltd., with the latest revision date of August 23, 2021;
- B. Site Plan Exhibit prepared by Manhard Consulting, Ltd., with the latest revision date of August 23, 2021;
- C. Preliminary Engineering Plans prepared by Manhard Consulting, Ltd., with the latest revision date of August 23, 2021;
- D. Preliminary Landscape Plan prepared by Manhard Consulting, Ltd., with the latest revision date of August 23, 2021;
- E. AUTOTURN – FIRE TRUCK Exhibit prepared by Manhard Consulting, Ltd., with the latest revision date of August 23, 2021;
- F. The Phasing Plan, as prepared by Manhard Consulting LTD, with the latest revision date of July 23, 2021, shall be revised to include the entire Broadsmore Drive extension all the way to Huntley Road in Phase One. The Petitioners shall also overlay 2 colors signifying Phase One and Phase Two on the Phasing Plan. All site improvements shall be included in either Phase, including the Grandview Drive extension;
- G. The Building Elevations, as prepared by Studio North Architecture, with the latest revision date of August 16, 2021, shall conform to the Village's standards at the time of final Planned Development submittal. These building elevations shall include all four elevations, a color rendering, and a description of the material type and manufacturer of the building materials. Building elevations shall vary in height, depth, and include high-end building materials such as stone, glass, and metal accents that complement existing development on Randall Road consistent with the attached elevations;
- H. The Petitioners shall screen all rooftop units by a parapet wall, penthouse, or other means from view from public right-of-way. Screens shall be compatible with the primary structure in terms of material, type, and design of construction, finish, and color;
- I. The Petitioners shall create a Unified Signage Plan for the development to be submitted with the first Final Planned Development application. The plan shall include language for unified wall signage, monument signs, and entryway signage. Suggested entryway signage locations are at the northwest corner of Randall Road and Grandview Drive as well as the southeast corner of Longmeadow Parkway and Huntley Road; and
- J. The final plat and final planned development shall incorporate all the comments contained in the Staff

Report dated September 7, 2021, the Village Engineer's report dated August 27, 2021 and the Kimley Horn report dated August 27, 2021 including all comments received from Village Staff regarding the Intersection Design Study, as prepared by Kimley Horn; and

- K. The Petitioners shall prepare covenants to address issues including, but not limited to, cross-access, cross-parking, stormwater detention facility maintenance, parkway maintenance, shared property maintenance, shared refuse enclosure and similar joint responsibilities between any future owners, and the covenants shall be submitted to the Village for review and approval.

SECTION 5: That all requirements set forth in the Zoning Ordinance of the Village of Algonquin, as would be required by any owner of property zoned in the same manner as the Subject Property shall be complied with, except as otherwise provided in this Ordinance and the annexation agreement between the Village and the Petitioners.

SECTION 6: The report and recommendations of the Planning and Zoning Commission on the question of granting the requested zoning for the Subject Property pursuant to the petition are hereby accepted.

SECTION 7: 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 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

- Aye:
- Nay:
- Absent:
- Abstain:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____
Approved: _____
Published: _____

EXHIBIT A
Legal Description of Subject Property

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89 DEGREES 18 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 31 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1753.25 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 300.00 FEET; (4) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (5) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 181.79 FEET TO A POINT OF CURVATURE; (6) THENCE EASTERLY 212.01 FEET, ALONG A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 11,360.00 FEET, AND CHORD BEARING OF NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, AND CHORD DISTANCE OF 212.01 FEET; (7) THENCE SOUTH 44 DEGREES 34 MINUTES 41 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF S. RANDAL ROAD PER DOCUMENT 97K057323; THENCE SOUTHERLY, 389.08 FEET ALONG A NON-TANGENT CURVE, CONCAVE EAST, HAVING A RADIUS OF 5,804.58 FEET, CHORD BEARING OF SOUTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, AND CHORD DISTANCE OF 389.00 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 1901.65 FEET TO A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10,945.15 FEET SUBTENDING A CHORD BEARING SOUTH 01 DEGREES 39 MINUTES 56 SECONDS EAST, A CHORD DISTANCE OF 238.54 FEET AND AN ARC DISTANCE OF 238.55 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS WEST, 1593.69 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 50 SECONDS WEST, 264.35 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 337.00 FEET; THENCE SOUTH 53 DEGREES 05 MINUTES 01 SECONDS WEST, 435.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HUNTLEY ROAD AS MONUMENTED; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 36 DEGREES 54 MINUTES 59 SECONDS WEST, 274.96 FEET TO A NON-TANGENT CURVE; (2) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 924.56 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 51 MINUTES 50 SECONDS WEST, A CHORD DISTANCE OF 573.2 FEET AND AN ARC DISTANCE OF 582.61 FEET TO A NON-RADIAL LINE; (3) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 714.67 FEET TO A NON-TANGENT CURVE; (4) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1,179.28 FEET SUBTENDING A CHORD BEARING NORTH 03 DEGREES 45 MINUTES 21 SECONDS WEST, A CHORD DISTANCE OF 125.18 FEET AND AN ARC DISTANCE OF 125.24

FEET TO A NON-RADIAL LINE; (5) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 248.15 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 17 MINUTES 11 SECONDS EAST, TO THE EAST LINE OF HUNTLEY ROAD PER DOCUMENT 2014K047996, A DISTANCE OF 59.03 FEET; THENCE ALONG SAID EAST LINE OF HUNTLEY ROAD, NORTH 00 DEGREES 42 MINUTES 49 SECONDS WEST, 680.06 FEET; THENCE NORTH 44 DEGREES 17 MINUTES 50 SECONDS EAST ALONG SAID EAST LINE, 49.49 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

TOGETHER WITH THE ADJOINING AND CONTIGUOUS RIGHT-OF-WAYS OF HUNTLEY ROAD, LONGMEADOW BOULEVARD, AND RANDALL ROAD NOT PREVIOUSLY ANNEXED.

Said property, containing approximately one hundred sixty-three acres, is located at the southwest corner of Randall Road and Longmeadow Parkway.

EXHIBIT B
Legal Description of Industrial Development Parcel

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SIX (6) COURSES: (1) THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST, 1746.36 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST, 300.00 FEET; (4) THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS EAST, 10.00 FEET; (5) THENCE NORTH 89 DEGREES 36 MINUTES 17 SECONDS EAST, 393.80 FEET; (6) THENCE SOUTH 44 DEGREES 34 MINUTES 11 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF S. RANDAL ROAD PER DOCUMENT 97K057323; THENCE SOUTH 02 DEGREES 16 MINUTES 05 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 1901.65 FEET TO A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10,945.15 FEET SUBTENDING A CHORD BEARING SOUTH 01 DEGREES 38 MINUTES 18 SECONDS EAST, A CHORD DISTANCE OF 240.66 FEET AND AN ARC DISTANCE OF 240.67 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 1592.54 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 17 SECONDS WEST, 271.87 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 337.00 FEET; THENCE SOUTH 53 DEGREES 04 MINUTES 43 SECONDS WEST, 430.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HUNTLEY ROAD AS MONUMENTED; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 36 DEGREES 55 MINUTES 19 SECONDS WEST, 271.92 FEET TO A NON-TANGENT CURVE; (2) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 924.56 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 50 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 574.01 FEET AND AN ARC DISTANCE OF 583.65 FEET TO A NON-RADIAL LINE; (3) THENCE NORTH 00 DEGREES 45 MINUTES 09 SECONDS WEST, 711.81 FEET TO A NON-TANGENT CURVE; (4) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1,180.12 FEET SUBTENDING A CHORD BEARING NORTH 03 DEGREES 42 MINUTES 04 SECONDS WEST, A CHORD DISTANCE OF 121.42 FEET AND AN ARC DISTANCE OF 121.47 FEET TO A NON-RADIAL LINE; (5) THENCE NORTH 00 DEGREES 49 MINUTES 01 SECONDS WEST, 252.19 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 17 MINUTES 41 SECONDS EAST, TO THE EAST LINE OF HUNTLEY ROAD PER DOCUMENT 2014K047996, A DISTANCE OF 58.84 FEET; THENCE ALONG SAID EAST LINE OF HUNTLEY ROAD, NORTH 00 DEGREES 42 MINUTES 19 SECONDS WEST, 680.06 FEET; THENCE NORTH 44 DEGREES 18 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 49.49 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89 DEGREES 18 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 27 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1753.25 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 232.63 FEET AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 67.37 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 181.79 FEET TO A NON-TANGENT CURVE; (4) THENCE NORTHERLY ALONG SAID SOUTH RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 11,360.00 FEET SUBTENDING A CHORD BEARING NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, A CHORD DISTANCE OF 212.01 FEET AND AN ARC DISTANCE OF 212.01 FEET TO A NON-RADIAL LINE AND A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE (5) THENCE SOUTH 44 DEGREES 34 MINUTES 58 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF SOUTH RANDALL ROAD PER DOCUMENT 97K057323; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5,816.15 FEET SUBTENDING A CHORD BEARING SOUTH 00 DEGREES 22 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 389.20 FEET AND AN ARC DISTANCE OF 389.27 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 02 DEGREES 17 MINUTES 23 SECONDS EAST, 939.59 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 37 SECONDS WEST, 25.00 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 37 SECONDS WEST, 70.71 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 37 SECONDS WEST, 25.23 FEET; THENCE SOUTH 83 DEGREES 35 MINUTES 08 SECONDS WEST, 240.44 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 13 SECONDS WEST, 224.38 FEET TO A TANGENT CURVE; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 40.00 FEET SUBTENDING A CHORD BEARING NORTH 34 DEGREES 23 MINUTES 56 SECONDS WEST, A CHORD DISTANCE OF 65.81 FEET AND AN ARC DISTANCE OF 77.29 FEET TO A NON-RADIAL LINE; THENCE NORTH 20 DEGREES 10 MINUTES 54 SECONDS EAST, 386.82 FEET TO A NON-TANGENT CURVE; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 533.00 FEET SUBTENDING A CHORD BEARING NORTH 08 DEGREES 56 MINUTES 45 SECONDS EAST, A CHORD DISTANCE OF 207.71 FEET AND AN ARC DISTANCE OF 209.04 FEET TO A RADIAL LINE; THENCE NORTH 02 DEGREES 17 MINUTES 23 SECONDS WEST, 526.63 FEET TO A TANGENT CURVE; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 333.00 FEET SUBTENDING A CHORD BEARING NORTH 20 DEGREES 16 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 205.58 FEET AND AN ARC DISTANCE OF 208.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 167.00

FEET SUBTENDING A CHORD BEARING NORTH 22 DEGREES 02 MINUTES 43 SECONDS WEST, A CHORD DISTANCE OF 93.20 FEET AND AN ARC DISTANCE OF 94.46 FEET TO A NON-RADIAL LINE; THENCE NORTH 43 DEGREES 32 MINUTES 08 SECONDS EAST; 34.88 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

Said property, containing approximately 132.834 acres, is located at the southwest corner of Randall Road and Longmeadow Parkway.

EXHIBIT C
Legal Description of the Commercial Development Parcel

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89 DEGREES 18 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 27 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1753.25 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 232.63 FEET AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 67.37 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 181.79 FEET TO A NON-TANGENT CURVE; (4) THENCE NORTHERLY ALONG SAID SOUTH RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 11,360.00 FEET SUBTENDING A CHORD BEARING NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, A CHORD DISTANCE OF 212.01 FEET AND AN ARC DISTANCE OF 212.01 FEET TO A NON-RADIAL LINE AND A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE (5) THENCE SOUTH 44 DEGREES 34 MINUTES 58 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF SOUTH RANDALL ROAD PER DOCUMENT 97K057323; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5,816.15 FEET SUBTENDING A CHORD BEARING SOUTH 00 DEGREES 22 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 389.20 FEET AND AN ARC DISTANCE OF 389.27 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 02 DEGREES 17 MINUTES 23 SECONDS EAST, 939.59 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 37 SECONDS WEST, 25.00 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 37 SECONDS WEST, 70.71 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 37 SECONDS WEST, 25.23 FEET; THENCE SOUTH 83 DEGREES 35 MINUTES 08 SECONDS WEST, 240.44 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 13 SECONDS WEST, 224.38 FEET TO A TANGENT CURVE; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 40.00 FEET SUBTENDING A CHORD BEARING NORTH 34 DEGREES 23 MINUTES 56 SECONDS WEST, A CHORD DISTANCE OF 65.81 FEET AND AN ARC DISTANCE OF 77.29 FEET TO A NON-RADIAL LINE; THENCE NORTH 20 DEGREES 10 MINUTES 54 SECONDS EAST, 386.82 FEET TO A NON-TANGENT CURVE; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 533.00 FEET SUBTENDING A CHORD BEARING NORTH 08 DEGREES 56 MINUTES 45 SECONDS EAST, A CHORD DISTANCE OF 207.71 FEET AND AN ARC DISTANCE OF 209.04 FEET TO A RADIAL LINE; THENCE NORTH 02 DEGREES 17 MINUTES 23 SECONDS WEST, 526.63 FEET TO A TANGENT CURVE; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 333.00 FEET SUBTENDING A CHORD BEARING NORTH 20 DEGREES 16 MINUTES 10 SECONDS

WEST, A CHORD DISTANCE OF 205.58 FEET AND AN ARC DISTANCE OF 208.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 167.00 FEET SUBTENDING A CHORD BEARING NORTH 22 DEGREES 02 MINUTES 43 SECONDS WEST, A CHORD DISTANCE OF 93.20 FEET AND AN ARC DISTANCE OF 94.46 FEET TO A NON-RADIAL LINE; THENCE NORTH 43 DEGREES 32 MINUTES 08 SECONDS EAST; 34.88 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

Said property, containing approximately 14.185 acres, is located at the southwest corner of Randall Road and Longmeadow Parkway.



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 Design Build of the North Harrison Streetscape Additions in the Amount of \$218,700.00, 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: North Harrison Streetscape Additions

CONTRACT DATE: _____

GUARANTEED MAXIMUM
PRICE: \$218,700

SUBSTANTIAL COMPLETION DATE: 12/3/2021

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 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;

.4 The exhibits prepared by Christopher B Burke Engineering, Ltd

.5 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 November 5, 2021. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the mutually agreed upon by the parties at a later date and may be further adjusted in accordance with the provisions of this Contract.
- 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, a delay in the Stage 3 Wet Utility 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. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the following scope of work as detailed on Exhibit B – Engineer's Opinion of Probable Cost and as to be depicted in the 70% plans produced by Christopher B. Burke Engineering, Ltd.
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 will drain entirely by gravity. No provisions for lift stations are included.
 - .2 Hazardous materials are not present at the site.
 - .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control.
 - .4 To the extent that the Drawings 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 or paid as Owner's Allowance.

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.
- 8.10.1 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: _____

By: William D. Cassano

Date: 10/6/2021

Principal

Attest: _____

Date: _____

By: [Signature]

Date: 10/6/2021

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 By:  Date: 12/6/17
Principal Principal

By:  Date: 12/6/2017 By:  Date: 12/06/2017
Principal Principal

By:  Date: 12/6/17 By:  Date: 12/06/17
Principal Principal

By:  Date: 12-16/17 By:  Date: 12/6/2017
Principal Principal



North Harrison Streetscape Additions
Algonquin, Illinois
Exhibit A - Summary Schedule of Values



Item

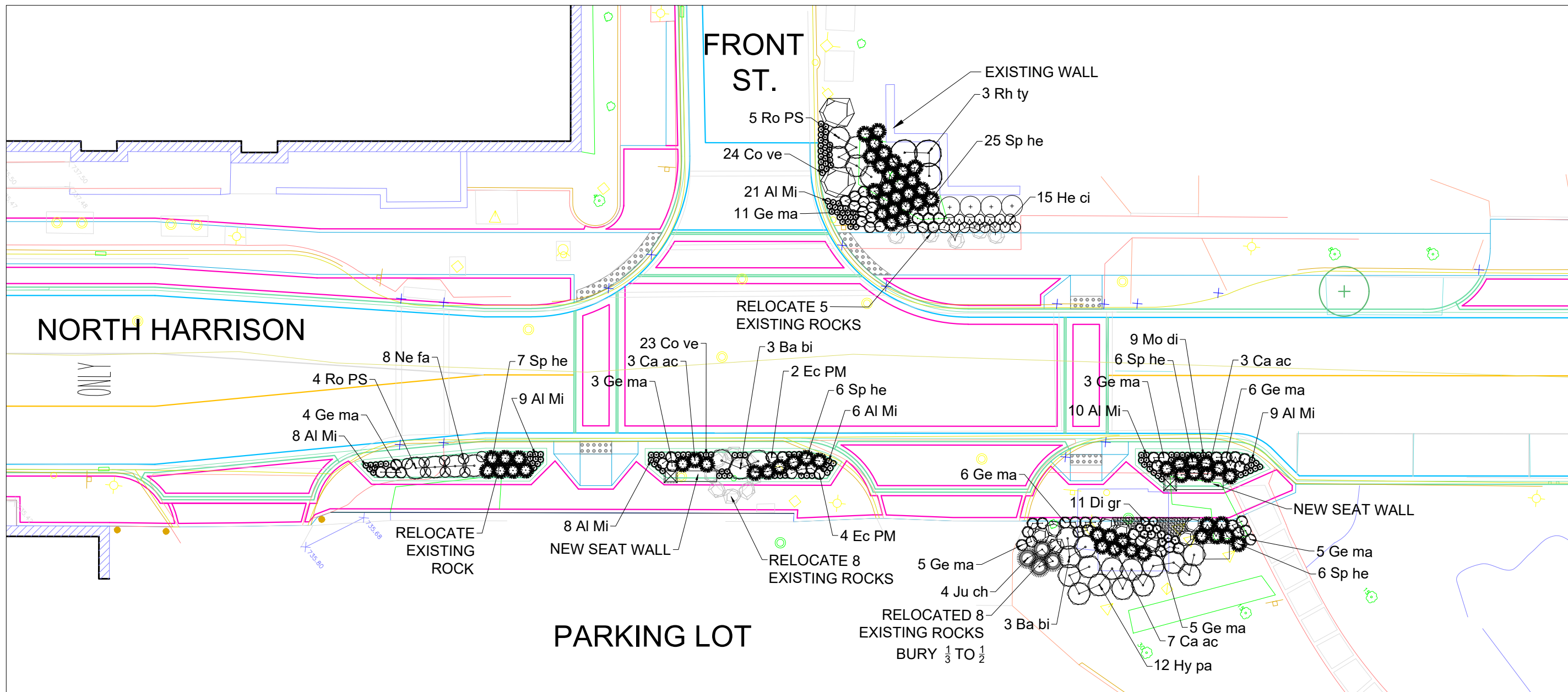
Contract Value

Streetscape Construction

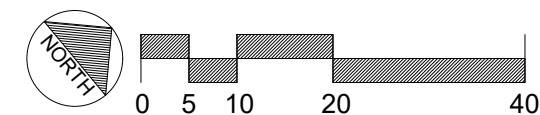
\$ 218,700

Irrigation	\$	67,560
Raised Planter Curb	\$	14,391
Masonry Seatwall and Columns	\$	58,930
Furnish and Place Planter Soil Mix	\$	13,360
Plantings	\$	19,826
Electrical Work	\$	12,976
Remove and Relocate Decorative Boulders	\$	3,400
Design	\$	3,500
Construction Management	\$	15,235
General Conditions (Insurance OH and Profit)	\$	9,522

Contract Price \$ 218,700

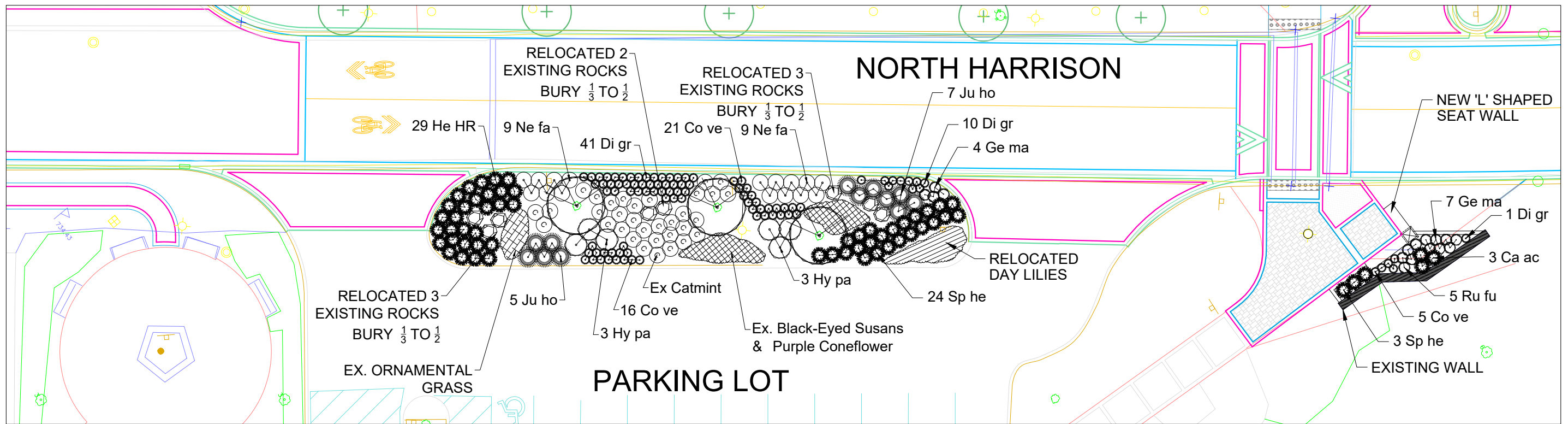


N. HARRISON AT FRONT ST.

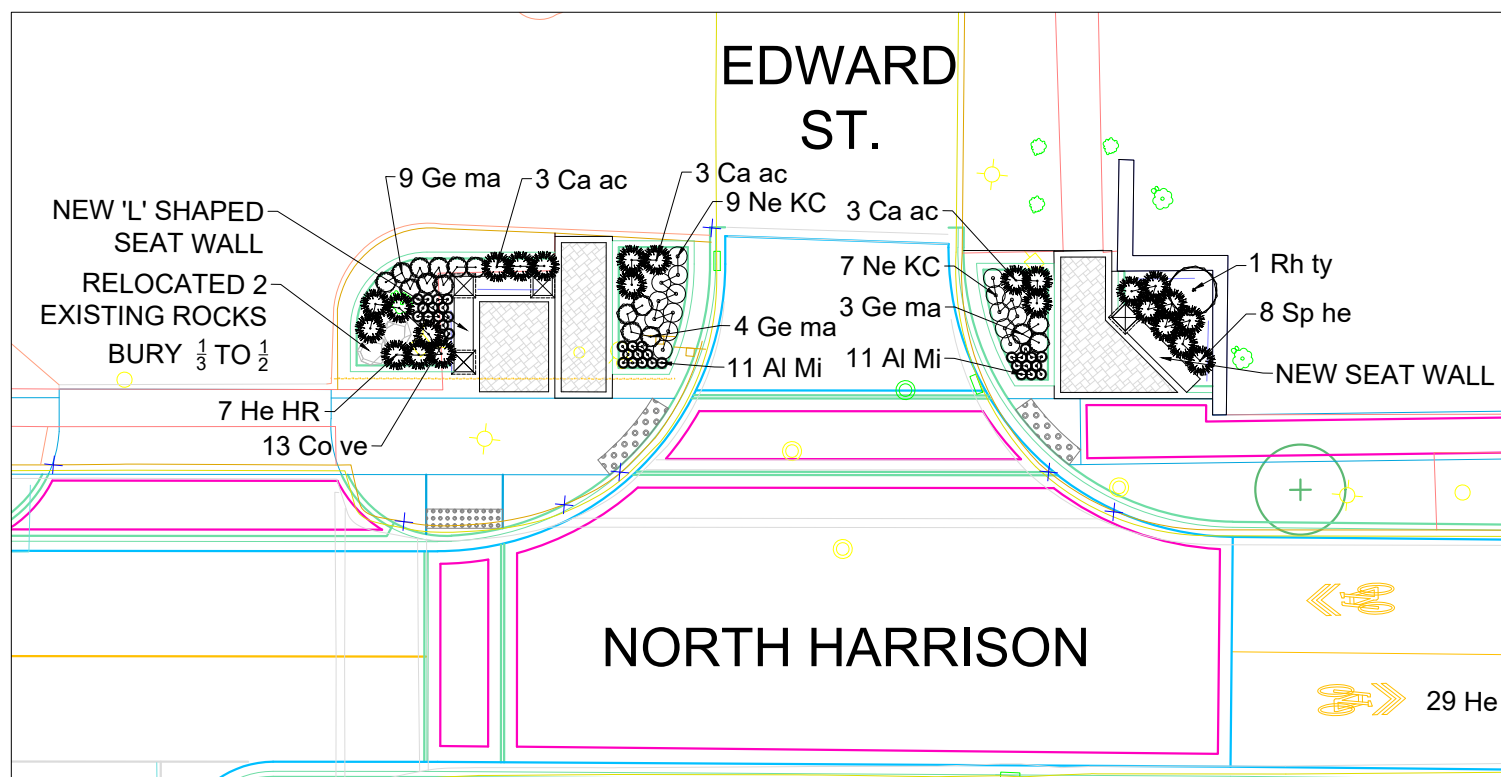
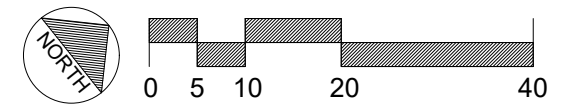


PLANT LIST

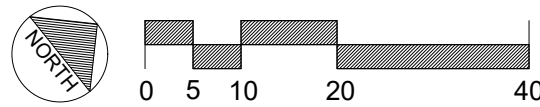
SYM.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	PERENNIALS		
	DECIDUOUS SHRUBS						
Hy pa	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	12	#5	Ba bi	Baptisia x bicolor 'Starlite'	Starlite Prairieblues 6 #1
Ro PS	Rosa 'NOA168098F'	Pink Supreme Rose	9	#1	Co ve	Coreopsis verticillata 'Zagreb'	Zagreb Coreopsis 74 #1
Rh ty	Rhus typhina 'Bailtiger'	Tiger Eyes Sumac	3	#5	Di gr	Dianthus gratianopolitanus 'Tiny Rubies'	Cheddar Pinks 11 #1
	EVERGREEN SHRUBS				Ec PM	Echinacea 'Pixie Meadowbrite'	Pixie Meadowbrite Coneflower 6 #1
Ju ch	Juniperus chinensis var. sargentii	Green Sargent Juniper	4	#5	Ge ma	Geranium maculatum 'Espresso'	Espresso Geranium 48 #1
	GRASSES				He ci	Heuchera 'Citronelle'	Citronelle Alumroot 15 #1
Ca ac	Calamagrostis x acutiflora	Feather Reed Grass	13	#1	Mo di	Monarda didyma 'Petite Delight'	Petite Delight Beebalm 9 #1
Sp he	Sporobolus heterolepis	Prairie Dropseed	50	#1	Ne fa	Nepeta x faassenii 'Walkers Low'	Walkers Low Catmint 8 #1



RIVERFRONT PARK PARKING LOT



N. HARRISON AT FRONT ST.



PLANT LIST

SYM.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE
DECIDUOUS SHRUBS				
Hy pa	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	12	#5
Rh ty	Rhus typhina 'Bailtiger'	Tiger Eyes Sumac	1	#5
EVERGREEN SHRUBS				
Ju ho	Juniperus horizontalis 'Hughes'	Hughes Juniper	12	#5
GRASSES				
Ca ac	Calamagrostis x acutiflora	Feather Reed Grass	12	#1
Sp he	Sporobolus heterolepis	Prairie Dropseed	35	#1
PERENNIALS				
Al Mi	Allium 'Millenium'	Millenium Onion	22	#1
Co ve	Coreopsis verticillata 'Zagreb'	Zagreb Coreopsis	55	#1
Di gr	Dianthus gratianopolitanus 'Tiny Rubies'	Cheddar Pinks	52	#1
Ge ma	Geranium maculatum 'Espresso'	Espresso Geranium	27	#1
He HR	Hemerocalis 'Happy Returns'	Happy Returns Daylily	27	#1
Ne KC	Nepeta x faassenii 'Kit Cat'	Kit Cat Catmint	16	#1
Ne fa	Nepeta x faassenii 'Walkers Low'	Walkers Low Catmint	18	#1
Ru fu	Rudbeckia fulgida 'Goldstrum'	Black-eyed Susan	5	#1



Village of Algonquin

The Gem of the Fox River Valley

October 28, 2021

Village President and Board of Trustees:

The List of Bills dated 11/2/21, payroll expenses, and insurance premiums totaling \$2,678,147.17 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.

Arrow Road Construction	\$ 5,243.84	MFT – Asphalt
Arrow Road Construction	45,652.53	Scott Street Improvements
Arrow Road Construction	109,425.95	Lake Drive South
Arrow Road Construction	770,823.47	Harnish Drive Street Improvements
Dell Marketing, LLC	49,493.58	Microsoft Enterprise Agreement
Fer-Pal Construction	67,717.85	Sunshine, Colonial & Homestead Lining
H & H Electric	5,403.94	Randall Road Pedestrian Underpass
H & H Electric	7,573.50	MFT – Street Lights
Heritage Title Company	305,213.00	7 S. Main Street Purchase
Kiesler’s Police	5,202.70	Ammunition
Mobile Pallet Service	15,990.00	Play Surface Mulch
North East Multi Regional Training, Inc.	4,000.00	Staff & Command School
Pioneer Center	15,000.00	Annual Funding for Homeless Shelter
Schroeder & Schroeder	140,803.50	MFT – Concrete Repair
State Treasurer	171,369.88	Bike Trail Downtown Stage 1D

Valley Autobody

7,047.92

Unit 815 Collision Repairs

Please note:

The 10/31/2021 payroll expenses totaled \$589,679.82.

November 2021 insurance premiums to IPBC totaled \$175,403.49.

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.



Michael J. Kumbera
Assistant Village Manager

MJK/mjn

Village of Algonquin

List of Bills 11/2/2021

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
A MOON JUMP 4U INC					
MIRACLE ON MAIN - DEPOSIT	650.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	8794869	10220267
	Vendor Total: \$650.00				
ALGONQUIN AREA PUBLIC LIBRARY					
FALL SPECIAL EVENT - OUTDOOR MOVIE	435.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	20211005	10220254
	Vendor Total: \$435.00				
ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLI					
SWIVEL REPAIR KIT/SWITCH/GASKET	792.69	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	SP4/37669	29220037
	Vendor Total: \$792.69				
ARAMARK UNIFORM SERVICES					
MAT CLEANING - PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000198039	28220002
MAT CLEANING - PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000201138	28220002
MAT CLEANING - GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000198041	28220002
MAT CLEANING - GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000201140	28220002
MAT CLEANING - WWTF	35.25	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000201135	28220002
MAT CLEANING - PW	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000198040	28220002
MAT CLEANING - PW	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	610000201139	28220002
SHOP TOWELS	29.61	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	610000198037	29220041
SHOP TOWELS	29.61	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	610000201136	29220041
UNIFORM FLEET	64.05	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	610000198038	29220041
UNIFORM FLEET	64.05	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	610000201137	29220041
	Vendor Total: \$436.59				
ARIES INDUSTRIES INC					
SEWER CAMERA REPAIR	279.26	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	409178	70220209

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$279.26					
ARROW ROAD CONSTRUCTION					
21-00000-00-GM ASPHALT	437.96	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	29618	40220304
21-00000-00-GM ASPHALT	5,243.84	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	29570	40220305
SCOTT STREET IMPROVEMENTS	45,652.53	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2234	APPLICATION #4	40220296
LAKE DRIVE SOUTH	109,425.95	STREET IMPROV- EXPENSE PUBWRKS INFRASTRUCTURE MAINT IMPRO	04900300-43370-S1814	APPLICATION #4	40220288
HARNISH DRIVE STREET IMPROVEMENT	770,823.47	STREET IMPROV- EXPENSE PUBWRKS INFRASTRUCTURE MAINT IMPRO	04900300-43370-S1834	APPLICATION #2	40220303
21-00000-00-GM ASPHALT	96.52	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	27756	40220306
21-00000-00-GM ASPHALT	320.11	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	27667	40220307
Vendor Total: \$932,000.38					
ATLAS BOBCAT LLC					
SIDE MIRROR	161.23	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BP8118	29220003
Vendor Total: \$161.23					
B & F CONSTRUCTION CODE SERVICES INC					
HOOD REVIEW - DAILY PROJECTS	500.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	57495	30220040
HOOD REVIEW - BULLSEYE PUB	200.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	57177	30220040
SPRINKLER REVIEW-CHICK-FIL-A	550.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	57202	30220040
SPRINKLER REVIEW-WALMART	850.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	57170	30220040
Vendor Total: \$2,100.00					
BEAR AUTO GROUP					
RETURNED PRETENSION	-171.65	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	CM33933	29220036
RETURNED JOINT ASSEMBLY	-126.26	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	CM34892	29220036
RETURNED HOUSING	-61.37	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	CM34649	29220036
ARM ASSEMBLY	10.18	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	35201	29220036
VALVE ASSEMBLY	14.28	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	35278	29220036
VEHICLE MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
VALVE ASSEMBLY	31.09	INVENTORY	29-14220-	35018	29220036
		VEHICLE MAINT. BALANCE SHEET			
VALVE ASSEMBLY	31.09	INVENTORY	29-14220-	35177	29220036
		VEHICLE MAINT. BALANCE SHEET			
ELEMENT ASSEMBLY	32.48	INVENTORY	29-14220-	35393	29220036
		VEHICLE MAINT. BALANCE SHEET			
SWITCH	32.73	INVENTORY	29-14220-	35301	29220036
		VEHICLE MAINT. BALANCE SHEET			
CHECK & HINGE ASSEMBLY	38.14	INVENTORY	29-14220-	35079	29220036
		VEHICLE MAINT. BALANCE SHEET			
SENSOR	69.41	INVENTORY	29-14220-	35391	29220036
		VEHICLE MAINT. BALANCE SHEET			
WHEEL ASSEMBLY	94.22	INVENTORY	29-14220-	35205	29220036
		VEHICLE MAINT. BALANCE SHEET			
COVER	95.61	INVENTORY	29-14220-	35392	29220036
		VEHICLE MAINT. BALANCE SHEET			
KIT	125.42	INVENTORY	29-14220-	35389	29220036
		VEHICLE MAINT. BALANCE SHEET			
END ASSEMBLY/CONNECTOR/GASKET	268.56	INVENTORY	29-14220-	35306	29220036
		VEHICLE MAINT. BALANCE SHEET			
ALTERNATOR	426.82	INVENTORY	29-14220-	35283	29220036
Vendor Total: \$910.75					
BRIAN LANDREVILLE					
		POLICE - EXPENSE PUB SAFETY			
UNIFORM SHIRTS	171.96	UNIFORMS & SAFETY ITEMS	01200200-47760-	10/13/21 PURCHASES	20220094
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - OUTER VEST CARRIER	228.21	UNIFORMS & SAFETY ITEMS	01200200-47760-	10/04/21 PURCHASE	20220094
Vendor Total: \$400.17					
CALL ONE INC					
		BLDG MAINT- REVENUE & EXPENSES			
10/15/2021 STATEMENT	118.28	TELEPHONE	28900000-42210-	460390	10220258
10/15/2021 STATEMENT	729.00	ALARM LINES	28900000-42215-	460390	10220258
		CDD - EXPENSE GEN GOV			
10/15/2021 STATEMENT	323.37	TELEPHONE	01300100-42210-	460390	10220258
		GENERAL SERVICES PW - EXPENSE			
10/15/2021 STATEMENT	329.00	TELEPHONE	01500300-42210-	460390	10220258
10/15/2021 STATEMENT	729.00	ALARM LINES	01500300-42215-	460390	10220258
		GS ADMIN - EXPENSE GEN GOV			
10/15/2021 STATEMENT	583.42	TELEPHONE	01100100-42210-	460390	10220258
		POLICE - EXPENSE PUB SAFETY			
10/15/2021 STATEMENT	757.62	TELEPHONE	01200200-42210-	460390	10220258
10/15/2021 STATEMENT	741.80	ALARM LINES	01200200-42215-	460390	10220258
		PWA - EXPENSE PUB WORKS			
10/15/2021 STATEMENT	131.11	TELEPHONE	01400300-42210-	460390	10220258

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
10/15/2021 STATEMENT	729.00	ALARM LINES	01400300-42215-	460390	10220258
		SEWER OPER - EXPENSE W&S BUSI			
10/15/2021 STATEMENT	127.56	TELEPHONE	07800400-42210-	460390	10220258
10/15/2021 STATEMENT	729.00	ALARM LINES	07800400-42215-	460390	10220258
		SWIMMING POOL -EXPENSE GEN GOV			
10/15/2021 STATEMENT	39.21	TELEPHONE	05900100-42210-	460390	10220258
		VEHCL MAINT-REVENUE & EXPENSES			
10/15/2021 STATEMENT	122.54	TELEPHONE	29900000-42210-	460390	10220258
10/15/2021 STATEMENT	729.00	ALARM LINES	29900000-42215-	460390	10220258
		WATER OPER - EXPENSE W&S BUSI			
10/15/2021 STATEMENT	170.29	TELEPHONE	07700400-42210-	460390	10220258
10/15/2021 STATEMENT	729.00	ALARM LINES	07700400-42215-	460390	10220258
Vendor Total: \$7,818.20					
CDS OFFICE SYSTEMS INC					
		POLICE - EXPENSE PUB SAFETY			
EQUIPMENT FOR SQUAD 14	96.00	CAPITAL PURCHASE	01200200-45590-	INV1400659-1	20220095
Vendor Total: \$96.00					
CHICAGO PARTS & SOUND LLC					
		VEHICLE MAINT. BALANCE SHEET			
BATTERY SCRAP & CORE REFUND	-51.00	INVENTORY	29-14220-	1CR0040113	29220031
		VEHICLE MAINT. BALANCE SHEET			
BATTERY	120.02	INVENTORY	29-14220-	1-0232608	29220031
Vendor Total: \$69.02					
COMCAST CABLE COMMUNICATION					
		POLICE - EXPENSE PUB SAFETY			
11/1/21-11/30/21 POLICE DEPARTMENT	4.20	EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10220031
		GS ADMIN - EXPENSE GEN GOV			
10/22/21-11/21/21 HVH	108.35	TELEPHONE	01100100-42210-	8771 10 002 0416275	10220027
		SWIMMING POOL -EXPENSE GEN GOV			
10/14/21-11/13/21 POOL	108.35	TELEPHONE	05900100-42210-	8771 10 002 0452635	10220033
		WATER OPER - EXPENSE W&S BUSI			
10/12/21-11/11/21 WTP #3	148.35	TELEPHONE	07700400-42210-	8771 10 002 0443121	10220032
		WATER OPER - EXPENSE W&S BUSI			
10/11/21-11/10/21 WTP #1	148.35	TELEPHONE	07700400-42210-	8771 10 002 0436950	10220028
Vendor Total: \$517.60					
COMMONWEALTH EDISON					
		SEWER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 LA FOX & CENTER LS	240.83	ELECTRIC	07800400-42212-	0041133224	70220031
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 HUNTINGTON BOOSTER	271.70	ELECTRIC	07700400-42212-	0101073045	70220008
		WATER OPER - EXPENSE W&S BUSI			
9/15/21-10/12/21 901 SANDBLOOM ROAD	562.17	ELECTRIC	07700400-42212-	0112085088	70220009
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
9/10/21-10/11/21 WILBRANDT REAR TOWE	27.60	ELECTRIC	01200200-42212-	0249109037	10220002
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 HUNTINGTON DR VALVE	55.77	ELECTRIC	07700400-42212-	0282127066	70220113
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 HANSON TOWER	63.95	ELECTRIC	07700400-42212-	1697161042	70220010
		GENERAL SERVICES PW - EXPENSE			
9/10/21-10/11/21 MCCD TRAILHEAD	60.10	ELECTRIC	01500300-42212-	2073075100	50220010
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 SPRINGHILL/COUNTY LIN	48.90	ELECTRIC	07700400-42212-	2079003028	70220011
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 JACOBS TOWER	44.49	ELECTRIC	07700400-42212-	2355094078	70220012
		SEWER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 LOWE DRIVE LS	47.86	ELECTRIC	07800400-42212-	3027111096	70220013
		GENERAL SERVICES PW - EXPENSE			
9/10/21-10/11/21 CHARGING STATIONS	227.81	ELECTRIC	01500300-42212-	3139139140	50220008
		SEWER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 N RIVER ROAD LS	54.36	ELECTRIC	07800400-42212-	3153024057	70220014
		GENERAL SERVICES PW - EXPENSE			
9/10/21-10/11/21 ROUTES 31 AND 62	129.40	ELECTRIC	01500300-42212-	3886048007	50220011
		GENERAL SERVICES PW - EXPENSE			
9/10/21-10/11/21 STREET LIGHTS	1,214.36	ELECTRIC	01500300-42212-	4473011035	50220012
		SEWER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 BRITTANY HILLS LS	36.54	ELECTRIC	07800400-42212-	4483077090	70220015
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 COPPER OAKS TOWER	57.63	ELECTRIC	07700400-42212-	4777074007	70220016
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/11/21 HILLSIDE BOOSTER	59.03	ELECTRIC	07700400-42212-	5743093053	70220017
Vendor Total: \$3,202.50					
COMPLETE CLEANING CO INC					
CLEANING - HVH	504.00	BUILDING MAINT. BALANCE SHEET			
		OUTSOURCED INVENTORY	28-14240-	C19201	28220022
CLEANING - WWTF	671.00	BUILDING MAINT. BALANCE SHEET			
		OUTSOURCED INVENTORY	28-14240-	C19198	28220022
CLEANING - PW	1,203.00	BUILDING MAINT. BALANCE SHEET			
		OUTSOURCED INVENTORY	28-14240-	C19199	28220022
CLEANING - GMC	2,314.00	BUILDING MAINT. BALANCE SHEET			
		OUTSOURCED INVENTORY	28-14240-	C19200	28220022
Vendor Total: \$4,692.00					
CREATIVE PROMOTIONAL APPAREL INC					
ART ON THE FOX WRISTBANDS & CUPS	2,187.00	CDD - EXPENSE GEN GOV			
		PUBLIC ART	01300100-43362-	17677	30220027
Vendor Total: \$2,187.00					
CRYSTAL VALLEY BATTERIES INC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BATTERY	398.40	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701045915	29220021
Vendor Total: \$398.40					
DELL MARKETING LP					
CDD PLAN REVIEW MONITOR/CART SUPI	3,411.03	CDD - EXPENSE GEN GOV IT EQUIPMENT & SUPPLIES	01300100-43333-	10526271277	10220195
MICROSOFT ENTERPRISE AGREEMENT	39,594.86	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	10521538661	10220154
MICROSOFT ENTERPRISE AGREEMENT	4,949.36	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	10521538661	10220154
MICROSOFT ENTERPRISE AGREEMENT	4,949.36	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	10521538661	10220154
Vendor Total: \$52,904.61					
DLS INTERNET SERVICES					
A T & T BROADBAND 11/25/21-12/25/21	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1606398	10220020
A T & T BROADBAND 11/25/21-12/25/21	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1606398	10220020
A T & T BROADBAND 11/25/21-12/25/21	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1606398	10220020
A T & T BROADBAND 11/25/21-12/25/21	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1606420	10220020
A T & T BROADBAND 11/25/21-12/25/21	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1606420	10220020
A T & T BROADBAND 11/25/21-12/25/21	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1606420	10220020
A T & T BROADBAND 11/25/21-12/25/21	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1606423	10220020
A T & T BROADBAND 11/25/21-12/25/21	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1606423	10220020
A T & T BROADBAND 11/25/21-12/25/21	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1606423	10220020
A T & T BROADBAND 11/25/21-12/25/21	40.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1606421	10220020
A T & T BROADBAND 11/25/21-12/25/21	5.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1606421	10220020
A T & T BROADBAND 11/25/21-12/25/21	5.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1606421	10220020
A T & T BROADBAND 11/25/21-12/25/21	120.30	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1606419	10220020
A T & T BROADBAND 11/25/21-12/25/21	15.04	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1606419	10220020
A T & T BROADBAND 11/25/21-12/25/21	15.04	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1606419	10220020

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		GEN NONDEPT - EXPENSE GEN GOV			
A T & T BROADBAND 11/25/21-12/25/21	120.32	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1606422	10220020
		SEWER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/21-12/25/21	15.03	IT EQUIPMENT & SUPPLIES	07800400-43333-	1606422	10220020
		WATER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/21-12/25/21	15.03	IT EQUIPMENT & SUPPLIES	07700400-43333-	1606422	10220020
	Vendor Total: \$380.76				
DYNEGY ENERGY SERVICES					
		SEWER OPER - EXPENSE W&S BUSI			
9/13/21-10/11/21 ALGONQUIN SHORES LS	325.52	ELECTRIC	07800400-42212-	0033167056	70220042
		SEWER OPER - EXPENSE W&S BUSI			
9/10/21-10/10/21 BRAEWOOD LS	748.79	ELECTRIC	07800400-42212-	0813024065	70220043
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/10/21 CARY BOOSTER	433.75	ELECTRIC	07700400-42212-	1263068132	70220049
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/10/21 COUNTRYSIDE BOOSTER	90.21	ELECTRIC	07700400-42212-	3909078023	70220044
		SEWER OPER - EXPENSE W&S BUSI			
9/9/21-10/7/21 GRAND RESERVE LS	307.47	ELECTRIC	07800400-42212-	1784099011	70220045
		SWIMMING POOL -EXPENSE GEN GOV			
9/15/21-10/11/21 POOL	105.55	ELECTRIC	05900100-42212-	4484041003	10220037
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/10/21 WELL #9	1,317.47	ELECTRIC	07700400-42212-	1753062020	70220046
		WATER OPER - EXPENSE W&S BUSI			
9/3/21-10/4/21 WELL #15	297.89	ELECTRIC	07700400-42212-	4111038007	70220047
		WATER OPER - EXPENSE W&S BUSI			
9/10/21-10/10/21 ZANGE BOOSTER	532.75	ELECTRIC	07700400-42212-	2425109004	70220048
	Vendor Total: \$4,159.40				
EDS RENTAL & SALES INC					
		GENERAL SERVICES PW - EXPENSE			
PROPANE	37.12	SMALL TOOLS & SUPPLIES	01500300-43320-	343349-3	50220089
		RECREATION - EXPENSE GEN GOV			
FALL MOVIE PROPANE HEATERS	320.00	RECREATION PROGRAMS	01101100-47701-	344079-3	10220269
	Vendor Total: \$357.12				
FER-PAL CONSTRUCTION USA LLC					
		W & S IMPR. - EXPENSE W&S BUSI			
SUNSHINE, COLONIAL & HOMESTEAD	67,717.85	INFRASTRUCTURE MAINT IMPRO	12900400-43370-	1054	40220302
	Vendor Total: \$67,717.85				
FISHER AUTO PARTS INC					
		VEHICLE MAINT. BALANCE SHEET			
OIL & FUEL FILTERS	15.40	INVENTORY	29-14220-	325-591124	29220001
		VEHICLE MAINT. BALANCE SHEET			
OIL & FUEL FILTERS	21.68	INVENTORY	29-14220-	325-591354	29220001
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
OIL FILTER	24.22	INVENTORY	29-14220-	325-590518	29220001
		VEHICLE MAINT. BALANCE SHEET			
OIL FILTER	41.52	INVENTORY	29-14220-	325-589482	29220001
		VEHICLE MAINT. BALANCE SHEET			
LIGHT BULB	46.52	INVENTORY	29-14220-	325-591160	29220001
		VEHICLE MAINT. BALANCE SHEET			
DISC BRAKE PAD SET	61.27	INVENTORY	29-14220-	325-590297	29220001
		VEHICLE MAINT. BALANCE SHEET			
STEERING TIE ROD END	66.93	INVENTORY	29-14220-	325-590195	29220001
		VEHICLE MAINT. BALANCE SHEET			
BATTERY	144.64	INVENTORY	29-14220-	325-591172	29220001
Vendor Total:	\$422.18				
GERALD A CAVANAUGH					
		BUILDING MAINT. BALANCE SHEET			
EXTERMINATOR - SEPTEMBER 2021	185.00	OUTSOURCED INVENTORY	28-14240-	4948	28220011
Vendor Total:	\$185.00				
GOVTEMPSUSA LLC					
		CDD - EXPENSE GEN GOV			
10/4/2021- 10/17/2021 BLANCHARD	2,902.90	PROFESSIONAL SERVICES	01300100-42234-	3833695	30220006
Vendor Total:	\$2,902.90				
GRAINGER					
		BUILDING MAINT. BALANCE SHEET			
SUGAR PACKETS	120.72	INVENTORY	28-14220-	9084304105	28220021
Vendor Total:	\$120.72				
H & H ELECTRIC CO					
		MFT - EXPENSE PUBLIC WORKS			
21-00000-00-GM STREET LIGHTS	346.72	MAINT - STREET LIGHTS	03900300-44429-	37546	40220299
		STREET IMPROV- EXPENSE PUBWRKS			
RANDALL ROAD PEDESTRIAN UNDERPA:	5,403.94	CAPITAL IMPROVEMENTS	04900300-45593-S1264	37547	40220301
		MFT - EXPENSE PUBLIC WORKS			
21-00000-00-GM STREET LIGHTS	7,573.50	MAINT - STREET LIGHTS	03900300-44429-	37647	40220300
Vendor Total:	\$13,324.16				
HANDMADE ON MAIN					
		RECREATION - EXPENSE GEN GOV			
FALL PUMPKIN CLASS	94.50	RECREATION PROGRAMS	01101100-47701-	459824	10220270
Vendor Total:	\$94.50				
HAYES INDUSTRIES					
		WATER OPER - EXPENSE W&S BUSI			
PLUMBING REPAIRS - METER INSTALLS	372.87	METERS & METER SUPPLIES	07700400-43348-	50518	70220070
Vendor Total:	\$372.87				
HAYES MECHANICAL LLC					
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MECHANICAL MAINTENANCE	2,388.41	MAINT - TREATMENT FACILITY	07800400-44412-	493495	70220200
Vendor Total: \$2,388.41					
HD SUPPLY FACILITIES MAINTENANCE LTD					
PART FOR PUMP - SHANK COUPLING	15.57	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	741379	70220203
PART FOR PUMP - SHANK COUPLING	31.65	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	744499	70220204
LAB SUPPLIES REAGENTS	487.44	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	745759	70220208
WTP #2 - CPVC QUILL/WRENCH	918.37	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	752483	70220207
Vendor Total: \$1,453.03					
HERITAGE TITLE COMPANY					
7 S MAIN STREET PURCHASE	305,213.00	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	7 S MAIN PURCHASE	
Vendor Total: \$305,213.00					
ILLINOIS STATE TREASURER					
ANNUAL UNCLAIMED PROPERTY SUBMIS	118.94	GEN FUND BALANCE SHEET UNCLAIMED PROPERTY	01-24200-	2021 UNCLAIMED	10220262
Vendor Total: \$118.94					
INDUSTRIAL SCIENTIFIC CORPORATION					
GAS MONITORING 8/22/21-9/21/21	196.42	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2461854	70220020
GAS MONITORING 8/22/21-9/21/21	196.42	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2461854	70220020
Vendor Total: \$392.84					
IT SUPPLIES INC					
SIGN MATERIAL	240.00	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	ITS000000547487	50220085
Vendor Total: \$240.00					
KIESLER'S POLICE SUPPLY INC					
AMMUNITION	5,202.70	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	IN175526	20220101
Vendor Total: \$5,202.70					
LAWSON PRODUCTS INC					
FLAP DISCS/GRINDING DISCS/HEX NUTS	287.87	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9308883513	29220006
Vendor Total: \$287.87					
LEACH ENTERPRISES INC					
RETURNED RELINED BRAKE KIT	-118.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	980704	29220007

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
LUBE PLUG	2.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	981806	29220007
FLAT U-BOLT CLAMP	7.52	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	981605	29220007
EXHAUST HANGER	8.11	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	981663	29220007
PINTLE HOOK	89.69	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	980403	29220007
PAD SET	369.59	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	982103	29220007
Vendor Total: \$358.91					
LIFELINE PLUMBING INC					
REPAIR SEWER BLOCKAGE	442.00	SEWER OPER - EXPENSE W&S BUSI MAINT - COLLECTION SYSTEM	07800400-44416-	60827	70220199
Vendor Total: \$442.00					
LINDA & FRANK MRAZ					
NISRA/K MRAZ/SUMMER CLASSES	45.00	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	NISRA - SUMMER	
Vendor Total: \$45.00					
LRS HOLDINGS LLC					
21-00000-00-GM STREET SWEEPING	2,750.00	MFT - EXPENSE PUBLIC WORKS MAINT - STREETS	03900300-44428-	PS408129	40220298
Vendor Total: \$2,750.00					
LUCKY GASOLINE INC					
CAR WASHES 9/16/2021 - 10/12/2021	108.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	9/16/21 - 10/12/21	29220034
Vendor Total: \$108.00					
MANDEL METALS INC					
SIGN BLANKS	1,925.21	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	34554	50220088
Vendor Total: \$1,925.21					
MANSFIELD OIL COMPANY					
FUEL	4,472.64	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22666070	29220010
FUEL	4,504.74	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22666350	29220010
Vendor Total: \$8,977.38					
MARSH USA INC					
VEHICLE SAFETY LANE TESTING BOND	100.00	VEHCL MAINT-REVENUE & EXPENSES PROFESSIONAL SERVICES	29900000-42234-	376331057602	10220261
Vendor Total: \$100.00					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MARTELLE WATER TREATMENT					
SODIUM HYPOCHLORITE	5,760.04	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	22357	70220022
ACID/AQUA MAG	11,106.89	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	22346	70220022
Vendor Total: \$16,866.93					
MCHENRY COUNTY RECORDER					
RECORDING FEES SEPTEMBER 2021	301.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	SEPT 2021 RECORDINGS	10220007
RECORDING FEES SEPTEMBER 2021	43.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	SEPT 2021 RECORDINGS	10220007
RECORDING FEES SEPTEMBER 2021	43.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	SEPT 2021 RECORDINGS	10220007
GRAND RESERVE DEED/ORDINANCE RE	158.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	SEPT 2021 RECORDING	10220235
Vendor Total: \$545.00					
METRO STRATEGIES INC					
PR FIRM FOR SEPTEMBER 2021	3,000.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-	ALPW-27	40220003
Vendor Total: \$3,000.00					
METROPOLITAN INDUSTRIES INC					
CONTINGENCY - PUMP REPAIR	3,902.42	SEWER OPER - EXPENSE W&S BUSI MAINT - LIFT STATION	07800400-44414-	INV032366	70220198
Vendor Total: \$3,902.42					
MICHAEL DARROW					
DARROW SERVICES - NOVEMBER 2021	7,904.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	1011	30220005
Vendor Total: \$7,904.00					
MID AMERICA WATER WAUCONDA INC					
AUX VALVE PARTS	1,642.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	243321W	70220206
Vendor Total: \$1,642.00					
MIDAMERICAN ENERGY SERVICES LLC					
9/10/21-10/11/21 WWTF	19,651.29	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	455591	70220037
9/10/21-10/11/21 WTP #1	4,056.88	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455594	70220040
9/10/21-10/11/21 WPT #2	7,431.58	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455592	70220038
9/3/21-10/5/21 WTP #3	3,202.27	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455531	70220039
WATER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
9/10/21-10/11/21 WELL #7 & #11	3,052.21	ELECTRIC	07700400-42212-	455593	70220041
Vendor Total: \$37,394.23					
MIDWEST GROUNDCOVERS LLC					
ATT BOX PERENNIALS	498.30	GENERAL SERVICES PW - EXPENSE MAINT - TREE PLANTING	01500300-44402-	1692393	50220091
COMPTON REPLACEMENT PERENNIALS	998.66	GENERAL SERVICES PW - EXPENSE MAINT - TREE PLANTING	01500300-44402-	1692392	50220092
Vendor Total: \$1,496.96					
MOBILE PALLET SERVICE LLC					
PLAY SURFACE MULCH	15,990.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	1107	50220093
Vendor Total: \$15,990.00					
MOTOROLA SOLUTIONS INC					
OCTOBER AIRTIME CHARGES	1,812.00	POLICE - EXPENSE PUB SAFETY ALARM LINES	01200200-42215-	6041820210901	20220004
Vendor Total: \$1,812.00					
MUNICIPAL COLLECTION SERVICES INC					
COLLECTION FEES SEPTEMBER 2021	26.25	GEN FUND BALANCE SHEET AP - COLLECTION SERVICES	01-20115-	020079	10220035
Vendor Total: \$26.25					
NAPA AUTO SUPPLY ALGONQUIN					
RETURNED OUTER TIE ROD ENDS	-340.87	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	136471	29220011
SWITCH	26.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	135923	29220011
FUEL FILTER	33.48	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	136501	29220011
OUTER TIE ROD ENDS	340.87	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	135623	29220011
Vendor Total: \$60.46					
NORTH EAST MULTI REGIONAL TRAINING					
WATSON/RANDALL - FTO TRAINING	510.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	292501	20220098
SOWIZROL - STAFF & COMMAND SCHOO	4,000.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	292565	20220098
Vendor Total: \$4,510.00					
NORTHWEST HERALD					
2021-2022 RENEWAL	463.80	GS ADMIN - EXPENSE GEN GOV PUBLICATIONS	01100100-42242-	30048568 2021	10220260
Vendor Total: \$463.80					
OFFICE DEPOT					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		GS ADMIN - EXPENSE GEN GOV			
PAPER	91.80	OFFICE SUPPLIES	01100100-43308-	205051871001	10220021
		POLICE - EXPENSE PUB SAFETY			
BINDER CLIPS/POST-IT NOTES	29.15	OFFICE SUPPLIES	01200200-43308-	203849323001	20220093
		CDD - EXPENSE GEN GOV			
PENCILS/LYSOL WIPES	9.47	OFFICE SUPPLIES	01300100-43308-	202506303001	30220019
		CDD - EXPENSE GEN GOV			
RUBBERBANDS/PAPER	55.78	OFFICE SUPPLIES	01300100-43308-	202523425001	30220019
		PWA - EXPENSE PUB WORKS			
CALENDARS/MARKERS/PENS/PADS OF F	135.36	OFFICE SUPPLIES	01400300-43308-	201591225001	40220001
	Vendor Total: \$321.56				
ONE TIME PAY					
		GEN FUND REVENUE - GEN REV			
OVER PAYMENT ON GARBAGE STICKER:	0.50	MISCELLANEOUS REVENUE	01000500-37900-	OVER PAYMENT	
	Vendor Total: \$0.50				
PAHCS II					
		GENERAL SERVICES PW - EXPENSE			
POST ACCIDENT DRUG TESTING	87.00	PHYSICAL EXAMS	01500300-42260-	519189	10220265
		WATER OPER - EXPENSE W&S BUSI			
POST ACCIDENT DRUG TESTING	87.00	PHYSICAL EXAMS	07700400-42260-	519189	10220265
		POLICE - EXPENSE PUB SAFETY			
PRE-EMPLOYMENT TESTING	280.00	BOARD OF POLICE COMMISSION	01200200-47720-	518235	10220264
		POLICE - EXPENSE PUB SAFETY			
NEW HIRE DRUG SCREENINGS	507.00	PHYSICAL EXAMS	01200200-42260-	518046	10220263
NEW HIRE DRUG SCREENINGS	250.00	BOARD OF POLICE COMMISSION	01200200-47720-	518046	10220263
	Vendor Total: \$1,211.00				
PIONEER CENTER FOR HUMAN SERVICES					
		GS ADMIN - EXPENSE GEN GOV			
ANNUAL FUNDING FOR HOMELESS SHEL	15,000.00	PROFESSIONAL SERVICES	01100100-42234-	INV-012113	10220268
	Vendor Total: \$15,000.00				
POLYDYNE INC					
		SEWER OPER - EXPENSE W&S BUSI			
CHEMICALS	4,396.68	CHEMICALS	07800400-43342-	1557111	70220027
		SEWER OPER - EXPENSE W&S BUSI			
CHEMICALS	4,396.68	CHEMICALS	07800400-43342-	1584276	70220027
	Vendor Total: \$8,793.36				
POMPS TIRE SERVICE INC					
		VEHICLE MAINT. BALANCE SHEET			
TIRES	274.32	INVENTORY	29-14220-	410900330	29220024
		VEHICLE MAINT. BALANCE SHEET			
TIRES	1,612.26	INVENTORY	29-14220-	640094056	29220024
	Vendor Total: \$1,886.58				

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
POWERDMS INC					
POWERDMS 1-YEAR RENEWAL	1,115.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	INV-12276	10220257
POWERDMS 1-YEAR RENEWAL	139.38	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	INV-12276	10220257
POWERDMS 1-YEAR RENEWAL	139.38	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	INV-12276	10220257
POWERDMS 1-YEAR RENEWAL	1,175.24	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	INV-12288	10220257
POWERDMS 1-YEAR RENEWAL	146.91	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	INV-12288	10220257
POWERDMS 1-YEAR RENEWAL	146.91	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	INV-12288	10220257
	Vendor Total: \$2,862.82				
PUROCLEAN OF BARTLETT					
HAZMAT CLEANUP SQUAD 04 & PROCES	843.75	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	177	20220103
	Vendor Total: \$843.75				
RALPH HELM INC					
REPAIR DRIVESHAFT	50.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	128941	29220008
REPAIR POWERHEAD DRIVER	74.15	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	128940	29220008
	Vendor Total: \$124.15				
RAY O'HERRON CO INC					
PETERS UNIFORM	701.76	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2147129-IN	20220092
	Vendor Total: \$701.76				
RED WING SHOE STORE					
SAFETY BOOTS - STOTT	200.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	955-1-59957	50220090
	Vendor Total: \$200.00				
RES GREAT LAKES LLC					
NATURAL AREA MAINTENANCE	310.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	IN18031	40220293
HOLDER/WOODS CREEK TRAIL DETENTI	350.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	IN18075	40220291
HOLDER/WOODS CREEK TRAIL DETENTI	650.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	IN18029	40220292
STONEBROOK PARK IMPROVEMENTS	910.00	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2104	IN18036	40220294
	Vendor Total: \$2,220.00				

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SCHROEDER & SCHROEDER INC					
21-00000-00-GM CONCRETE REPAIR	140,303.50	MFT - EXPENSE PUBLIC WORKS MAINT - CURB & SIDEWALK	03900300-44427-	7072	40220290
Vendor Total: \$140,303.50					
SHELL FLEET PLUS					
FUEL FOR SQUADS	47.51	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	75168174	10220009
Vendor Total: \$47.51					
SHERWIN WILLIAMS					
ROAD PAINT	142.85	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	8735-7	50220086
PAINT	171.50	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	1244-6	28220014
ROAD PAINT	231.50	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	4503-0	50220095
Vendor Total: \$545.85					
STEVEN TREFILEK					
OUTER VEST CARRIER	240.34	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	10/13/21 PURCHASE	20220100
Vendor Total: \$240.34					
STRAND ASSOCIATES INC					
HIGH HILL STREET IMPROVEMENTS	2,019.54	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1922	0176256	40220297
Vendor Total: \$2,019.54					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY OCTOBER 2021	300.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	26870	10220015
INTERNET E-PAY OCTOBER 2021	300.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	26870	10220015
10/20/2021 UTILITY BILL	1,207.64	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	26869	10220271
10/20/2021 UTILITY BILL	1,207.66	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	26869	10220271
Vendor Total: \$3,015.30					
TODAYS UNIFORMS					
UNIFORM - PUMP - SHIRTS	49.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	208199	20220003
Vendor Total: \$49.95					
TREASURER, STATE OF ILLINOIS					
DOWNTOWN STREETScape BIKE TRAIL	171,369.88	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2052	124213	40220295

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$171,369.88					
ULINE INC					
POLY BAGS FOR PLANS	161.15	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	139118665	30220043
Vendor Total: \$161.15					
ULTRA STROBE COMMUNICATIONS INC					
CREDIT ON ACCOUNT	-56.60	POLICE - EXPENSE PUB SAFETY CAPITAL PURCHASE	01200200-45590-	CREDIT ON ACCOUNT	
SQUAD 14 EQUIPMENT	1,568.83	POLICE - EXPENSE PUB SAFETY CAPITAL PURCHASE	01200200-45590-	079870	20220102
Vendor Total: \$1,512.23					
UNITED LABORATORIES					
CHEMICALS	394.05	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	INV330415	70220197
Vendor Total: \$394.05					
US BANK EQUIPMENT FINANCE					
RICOH COPIER LEASE 11/17/2021	178.38	CDD - EXPENSE GEN GOV LEASES - NON CAPITAL	01300100-42272-	456161918	10220026
RICOH COPIER LEASE 11/17/2021	28.91	CDD - INTEREST EXPENSE INTEREST EXPENSE	01300600-47790-	456161918	10220026
RICOH COPIER LEASE 11/17/2021	28.92	PUBLIC WORKS ADMIN - INT EXP INTEREST EXPENSE	01400600-47790-	456161918	10220026
RICOH COPIER LEASE 11/17/2021	178.38	PWA - EXPENSE PUB WORKS LEASES - NON CAPITAL	01400300-42272-	456161918	10220026
Vendor Total: \$414.59					
VALLEY AUTOBODY & FRAME					
UNIT 815 COLLISION REPAIRS	7,047.92	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	9019	29220104
Vendor Total: \$7,047.92					
VERIZON WIRELESS SERVICES LLC					
09/14/2021-10/13/2021 STATEMENT	59.47	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9890605746	10220266
09/14/2021-10/13/2021 STATEMENT	633.04	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9890605746	10220266
09/14/2021-10/13/2021 STATEMENT	789.19	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9890605746	10220266
09/14/2021-10/13/2021 STATEMENT	935.36	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	9890605746	10220266
09/14/2021-10/13/2021 STATEMENT	507.30	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	9890605746	10220266
09/14/2021-10/13/2021 STATEMENT	593.10	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	9890605746	10220266

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PWA - EXPENSE PUB WORKS					
09/14/2021-10/13/2021 STATEMENT	284.37	TELEPHONE	01400300-42210-	9890605746	10220266
RECREATION - EXPENSE GEN GOV					
09/14/2021-10/13/2021 STATEMENT	98.94	TELEPHONE	01101100-42210-	9890605746	10220266
SEWER OPER - EXPENSE W&S BUSI					
09/14/2021-10/13/2021 STATEMENT	597.11	TELEPHONE	07800400-42210-	9890605746	10220266
VEHCL MAINT-REVENUE & EXPENSES					
09/14/2021-10/13/2021 STATEMENT	98.94	TELEPHONE	29900000-42210-	9890605746	10220266
WATER OPER - EXPENSE W&S BUSI					
09/14/2021-10/13/2021 STATEMENT	509.61	TELEPHONE	07700400-42210-	9890605746	10220266
Vendor Total: \$5,106.43					
VILLAGE OF ALGONQUIN					
POLICE - EXPENSE PUB SAFETY					
PETTY CASH REIMBURSEMENT	21.63	PROFESSIONAL SERVICES	01200200-42234-	10/20/2021 REQUEST	20220097
PETTY CASH REIMBURSEMENT	70.00	TRAVEL/TRAINING/DUES	01200200-47740-	10/20/2021 REQUEST	20220097
POLICE - EXPENSE PUB SAFETY					
PETTY CASH REIMBURSEMENT	93.00	TRAVEL/TRAINING/DUES	01200200-47740-	10/20/2021 REQUEST	20220096
POLICE - EXPENSE PUB SAFETY					
PETTY CASH REIMBURSEMENT	100.00	TRAVEL/TRAINING/DUES	01200200-47740-	10/20/2021 REQUEST	20220099
Vendor Total: \$284.63					
WATER PRODUCTS CO AURORA					
WATER OPER - EXPENSE W&S BUSI					
HYDRANT PARTS	2,097.32	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0306054	70220205
Vendor Total: \$2,097.32					
WELCH BROS INC					
GENERAL SERVICES PW - EXPENSE					
STORM INLET	170.00	MAINT - STORM SEWER	01500300-44431-	3156404	50220094
Vendor Total: \$170.00					
WESSPUR TREE EQUIPMENT INC					
GENERAL SERVICES PW - EXPENSE					
HELMET KIT WITH MUFFS	1,216.00	SMALL TOOLS & SUPPLIES	01500300-43320-	IN-2691573	50220087
Vendor Total: \$1,216.00					
ZIEGLERS ACE HARDWARE					
SEWER OPER - EXPENSE W&S BUSI					
CONNECTORS	3.99	MAINT - TREATMENT FACILITY	07800400-44412-	039530/L	70220201
VEHICLE MAINT. BALANCE SHEET					
SATURN PARTS	10.98	INVENTORY	29-14220-	039501/L	29220017
SEWER OPER - EXPENSE W&S BUSI					
CONNECTORS/NUTS/POLY TUBE	16.10	MAINT - TREATMENT FACILITY	07800400-44412-	039521/L	70220202
Vendor Total: \$31.07					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
POLICE - EXPENSE PUB SAFETY					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
TRAFFIC CASES, ORDINANCE VIOLATION	7,087.50	LEGAL SERVICES	01200200-42230-	152165	
		POLICE - EXPENSE PUB SAFETY			
TRAFFIC CASES, ORD VIOL-COSTS ADVA	14.66	LEGAL SERVICES	01200200-42230-	152165	
		CDD - EXPENSE GEN GOV			
PLANNING, ZONING, BLDG COMMISSIONI	2,312.50	LEGAL SERVICES	01300100-42230-	152165	
		CDD - EXPENSE GEN GOV			
PLANNING, ZONING, BLD COMM-COSTS /	2.00	LEGAL SERVICES	01300100-42230-	152165	
		GS ADMIN - EXPENSE GEN GOV			
PERSONNEL MATTERS	416.25	LEGAL SERVICES	01100100-42230-	152165	
		GS ADMIN - EXPENSE GEN GOV			
LIQUOR COMMISSIONER	555.00	LEGAL SERVICES	01100100-42230-	152165	
		GS ADMIN - EXPENSE GEN GOV			
MISCELLANEOUS	323.75	LEGAL SERVICES	01100100-42230-	152165	
		GS ADMIN - EXPENSE GEN GOV			
MUNICAL CODE	138.76	LEGAL SERVICES	01100100-42230-	152165	
		POLICE - EXPENSE PUB SAFETY			
POLICE DEPARTMENT	185.00	LEGAL SERVICES	01200200-42230-	152165	
		GS ADMIN - EXPENSE GEN GOV			
MEETINGS	1,433.75	LEGAL SERVICES	01100100-42230-	152165	
		POLICE - EXPENSE PUB SAFETY			
TRAFFIC, ORD VIOLATIONS - MUN COUR	330.75	LEGAL SERVICES	01200200-42230-	152165	
		CDD - EXPENSE GEN GOV			
VILLAGE PROPERTY MATTERS-MISCELL	46.25	LEGAL SERVICES	01300100-42230-	152165	
		STREET IMPROV- EXPENSE PUBWRKS			
CREEDSIDE TAP - TIF	1,387.50	LAND ACQUISITION	04900300-45595-	152165	
		STREET IMPROV- EXPENSE PUBWRKS			
DAWSON LOT 120	1,988.75	LEGAL SERVICES	04900300-42230-	152165	
		STREET IMPROV- EXPENSE PUBWRKS			
DAWSON LOT 120 - COSTS ADVANCED	17.50	LEGAL SERVICES	04900300-42230-	152165	
		STREET IMPROV- EXPENSE PUBWRKS			
ALG STATE BANK - PARKING LOT - TIF	693.75	LAND ACQUISITION	04900300-45595-	152165	
		GS ADMIN - EXPENSE GEN GOV			
COVID ISSUES SEPTEMBER 2021	231.25	LEGAL SERVICES	01100100-42230-	152158	10220231
	Vendor Total: \$17,164.92				
	REPORT TOTAL: \$1,913,063.86				

Village of Algonquin

List of Bills 11/2/2021

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	140,694.48
03	MFT	157,072.15
04	STREET IMPROVEMENT	1,416,995.81
05	SWIMMING POOL	253.11
06	PARK IMPROVEMENT	910.00
07	WATER & SEWER	98,930.90
12	WATER & SEWER IMPROV	67,717.85
26	NATURAL AREA & DRAINAGE	1,310.00
28	BUILDING MAINT. SERVICE	6,325.24
29	VEHICLE MAINT. SERVICE	22,854.32
TOTAL ALL FUNDS		<u><u>1,913,063.86</u></u>

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

DATE: _____

APPROVED BY: _____



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

November 1, 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.

November 2, 2021	Tuesday	7:00 PM	Public Hearing – Proposed TIF District for the Longmeadow/Randall Redevelopment	GMC
November 2, 2021	Tuesday	7:30 PM	Village Board Meeting	GMC
November 8, 2021	Monday	7:30 PM	Planning & Zoning Commission Meeting – Cancelled	GMC
November 9, 2021	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
November 10, 2021	Wednesday	7:00 PM	Historic Commission Meeting	HVH
November 11, 2021	Thursday	7:00 PM	Economic Development Commission - Cancelled	GMC
November 11, 2021	Thursday	7:00 PM	Planning & Zoning Commission Special Meeting	GMC
November 16, 2021	Tuesday	7:30 PM	Village Board Meeting	GMC
November 16, 2021	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC

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

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