

AGENDA  
COMMITTEE OF THE WHOLE  
August 9, 2022  
2200 Harnish Drive  
Village Board Room  
7:30 P.M.

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

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chair prior to roll call.)*
3. **Community Development**
4. **General Administration**
  - A. Consider an Agreement with Tyler MUNIS for the Annual Software Maintenance
  - B. Consider an Agreement with Motorola Solutions for the Starcom Emergency Siren System Upgrade
5. **Public Works & Safety**
  - A. Consider an Agreement with Resource Environmental Solutions for the Lake Drive South Detention/Park Naturalization Design Build Services
  - B. Consider an Agreement with HR Green for the Ratt Creek Harper Drive Culvert Engineering Services
  - C. Consider an Agreement with Christopher Burke Engineering for the Tunbridge Area Road Rehabilitation Phase 1 and Engineering Design Services
  - D. Consider an Agreement with Landscape Concepts Management for the Tree Removal Program
  - E. Consider an Agreement with Edmund S. Wolowiec Trust for the Conveyance of Certain Real Property
  - F. Consider an Intergovernmental Agreement with Kane County Animal Control for the 2022 Animal Control Services
6. **Executive Session (If needed)**
7. **Other Business**
8. **Adjournment**



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

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

DATE: July 27, 2022

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: *Tyler MUNIS Annual Software Maintenance*

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To continue utilizing Tyler's MUNIS Enterprise software (accounts payable/account receivable/human resources/budget/general ledger/permitting/self-service/utility billing), we must pay a recurring cost of \$79,766.01. These are perennial licenses with software upgrade entitlements, disaster recovery support, and general support.

These expenses were previously approved as part of the fiscal year 2023 budget, however, as this amount is beyond administrative spending authority, it is recommended the Village Board formally approve this purchase by Resolution.



**Remittance:**  
 Tyler Technologies, Inc  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
045-386562	08/01/2022	1 of 2

**Questions:**  
 Tyler Technologies- ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Email: ar@tylertech.com



Bill To: Village of Algonquin  
 Attn: Susan Skillman  
 2200 Harnish Drive  
 Algonquin, IL 60102-5995

Ship To: Village of Algonquin  
 Attn: Susan Skillman  
 2200 Harnish Drive  
 Algonquin, IL 60102-5995

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
2543 - MAIN - MAIN	176380		USD	NET30	08/31/2022

Date	Description	Units	Rate	Extended Price
Contract No.: ALGONQUIN, IL				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	11,394.72	11,394.72
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	2,593.23	2,593.23
	SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	2,357.99	2,357.99
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	1,178.08	1,178.08
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	3,026.04	3,026.04
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	3,273.84	3,273.84
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	1,964.68	1,964.68
	SUPPORT & UPDATE LICENSING - PAYROLL Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	4,557.89	4,557.89
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	5,762.91	5,762.91
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	2,357.99	2,357.99
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	3,026.04	3,026.04
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	1,964.68	1,964.68
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	1,964.68	1,964.68
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	3,273.84	3,273.84
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	1,729.42	1,729.42
	GUI UNLIMITED LICENSE SUPPORT Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	1,650.00	1,650.00
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	14,030.58	14,030.58
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	1,466.00	1,466.00



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2543 - MAIN - MAIN	176380		USD	NET30	08/31/2022

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - MAPLINK GIS INTEGRATION Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	1,396.19	1,396.19
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	3,723.18	3,723.18
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	5,698.77	5,698.77
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance: Start: 06/Sep/2022, End: 05/Sep/2023	1	1,375.26	1,375.26

**\*\*ATTENTION\*\***

Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	79,766.01
Sales Tax	0.00
Invoice Total	79,766.01



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

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

DATE: August 3, 2022

TO: Tim Schloneger, Village Manager

FROM: Kevin Crook, Chief Innovation Officer

SUBJECT: *Emergency Siren System Upgrade - Starcom*

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The Village's emergency siren system, residing at six (6) sites throughout Algonquin, must be upgraded. The communication or activation system will be upgraded from analog to a Starcom radio system.

The upgrade, totaling \$125,000, was originally budgeted and approved for the current fiscal year 2023. However, due to equipment shortages and inflation, the cost has increased by \$33,000, now totaling \$157,914.39.

The cost to abate the existing system, budgeted for fiscal year 2023, has come under budget and funds are available to make up this difference.

It is recommended the Village Board formally approve this purchase by Resolution.

Motorola Solutions, Inc.  
500 W Monroe Street, Ste 4400  
Chicago, IL 60661-3781  
USA

March 24, 2022

Village of Algonquin  
Attn: Ryan Markham  
2200 Harnish Dr  
Algonquin, IL 60102

RE: Optiwarn Siren System Upgrade

Dear Ryan,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Village of Algonquin with a firm proposal for technology to upgrade its current Siren activation system with Motorola Solutions Optiwarn system. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

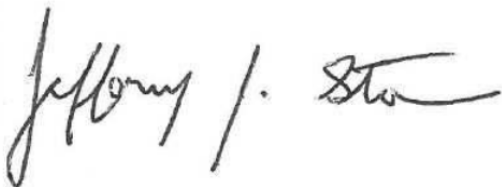
The scope of the conversion includes upgrades to the existing six (6) Village of Algonquin sirens to be monitored and activated via the Motorola Solutions Optiwarn software solution. The existing analog communications will be replaced with multiple communications paths, leveraging the Starcom21 radio system and back-up LTE for redundancy. This proposal is subject to the terms and conditions of the enclosed Master Customer Agreement, Equipment Purchase and Software License Agreement, Communication Systems Addendum the Maintenance Support Lifecycle Addendum (collectively, the "MCA"). The Village of Algonquin may accept the proposal by returning to Motorola a signed copy of the aforementioned agreement.

Any questions regarding this proposal can be directed to Dominick Storelli, Senior Account Executive at 847.224.5942, or [Dominick.Storelli@motorolasolutions.com](mailto:Dominick.Storelli@motorolasolutions.com)

We thank you for the opportunity to present our proposal, and we look forward to continuing to work with you to develop and implement a solution that meets your needs.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Jeff Stowasser  
Area Sales Manager, State of Illinois

# Village of Algonquin Siren Migration Solution



March 24, 2022

After reviewing the Village of Algonquin requirements and needs for a resilient Siren solution, Motorola Solutions has prepared this proposal for the Village of Algonquin to upgrade and modernize the existing Siren system.

This project is a joint effort between the Village of Algonquin and SEECOM, in which the physical sirens will continue to be owned and maintained by the Village of Algonquin and Siren Activation / Control Center will be the responsibility of SEECOM.

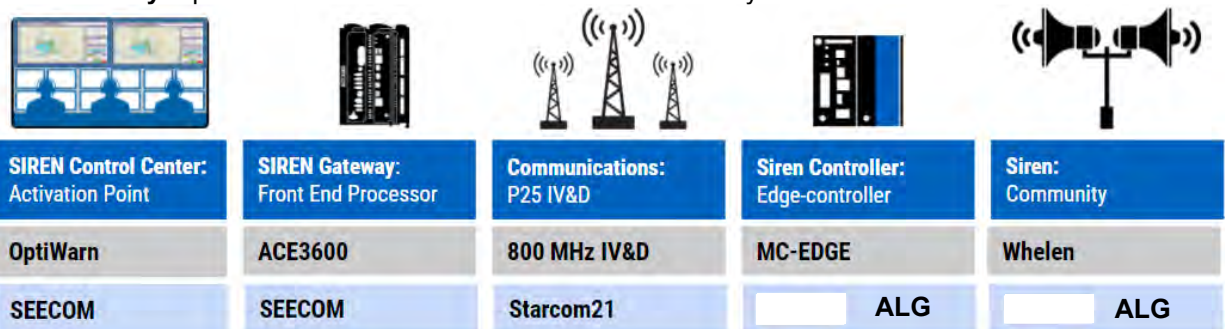
Motorola Solutions' proposed design will leverage the StarCom21 ASTRO P25 radio system to transport and receive data to six (6) siren locations. By utilizing this radio network, the Village of Algonquin is able to leverage the inherent reliability, security and resiliency of the network - ensuring alerts and announcements are securely sent and the Siren is activated

The proposed solution would provide an enhancement to the existing Siren deployment in multiple areas:

1. **Activation Control Point** - SEECOM activation and monitoring of the sirens
2. **Front End Processor (FEP)** - communication gateway to sirens and enables wireless activation capability.
3. **Communications Network** - Leverage StarCom21 ASTRO 25 IV&D radio system
4. **Siren MC-Edge (APX4000) Controller** - Integrates with sirens to provide communication, monitor and control capabilities along with additional environmental indications.
5. **Siren** - Leverages existing six (6) Federal Signal mechanical sirens
6. **Security** - provide an enhanced end-to-end robust security suite

- SOLUTION HIGHLIGHTS:**
- Leverages existing SEECOM OptiWarn solution
  - Leverages ASTRO P25 IV&D network
  - Siren Agnostic Solution
  - Power Efficient Controllers
  - Intuitive Operator Interface

**ACCOUNT MANAGER**  
Dominick Storelli  
Cell Phone 847.224.5942



The Key benefits of this system are highlighted below.

- **Reliability** - new, reliable hardware and software platform for Siren Monitoring and Control.
- **Security** - security suite within the siren system that increases the level of security beyond the existing ASTRO network.
- **Advanced feature capability** includes automated siren activations and Alarm Notification system



## SECTION 2 SOLUTION DESCRIPTION

The Village of Algonquin Siren solution comprises 6 sirens currently operating over an unsecured analog radio network. After discussing your system architecture and reviewing your concerns and needs we identified the following key gaps; (1) Siren Radio Communications connectivity, (2) Siren system security, (3) Siren activation functional feature enhancements, (4) Automated Weather Alerts & Alarm Notification, (5) Federal Signal sensor hardware upgrade, and (6) the ability to expand in the future.

We hereby propose to upgrade the existing system by maximizing the leverage of the existing siren assets and the StarCom21 ASTRO 25 radio system covering the region. The Siren solution covering the Village area will be refreshed and upgraded in multiple aspects.

- (1) Siren Radio Communication - Migration from the unreliable and non-secure analog radio system to the StarCom21 ASTRO 25 trunking radio system and leveraging its IV&D capabilities (Backup over Carrier LTE (Verizon APN) network)
- (2) Security - Enhance the system with the Motorola Mission Critical IoT security package addressing the Siren system's security end-to-end.
- (3) Siren Activation - leverage the existing SEECOM OptiWarn solution. The SEECOM OptiWarn siren control solution will function as the foundation for the management and activation of the Village warning sirens.
- (4) Automated weather alerts and alarm notification - will provide an automated activation based on the weather and polygon feeds. Alarm notifications can be sent to subscribed mobile devices and email addresses. These include system alerts and siren activations.
- (5) Federal Signal 2001 DC only series 2-way retrofit kit provides I/O Pullup Resistor, DC Power Converter, DC Chopper Current Sensor, DC Rotation Current Sensor, 48VDC Voltage Sensor, 120VAC Voltage Sensor and Cabinet Intrusion Sensors Install kits.
- (6) Future Expansion - The proposed system is designed in a manner that will enable an easy expansion with additional sirens to serve any additional needs that might arise. The design would enable multiple activation points with different views if desired in the future.

### Solution Design Highlights

- **Six (6) MC-Edge Siren Controllers**
  - APX4000 built-in radio 7/800 MHz
  - LTE (Verizon) Module
  - Antenna systems
  - 1 of 6 MC-Edge to be installed in separate NEMA4 housing ((WxHxD): 380 x380 x 210 mm (15" x 15" x 8.26"))
- **Key System Licenses / Features**
  - Six (6) OptiWarn Siren Controller Interface (SCI) Software License (Per MC-Edge)
- **End to End Security Suite**
- **Federal Signal two-way sensors**





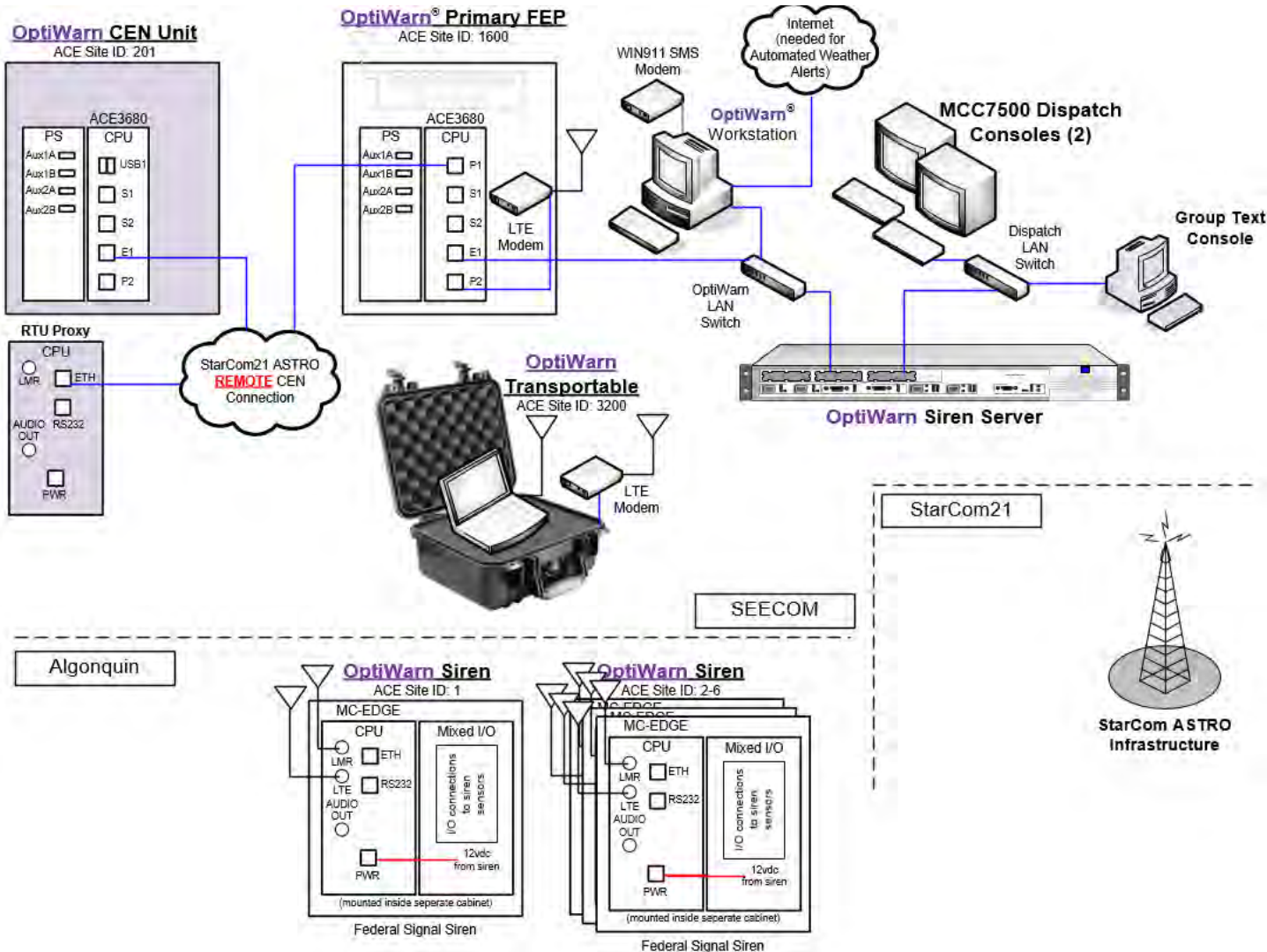


Figure 1: OptiWarn System Architecture

## SECTION 3 SYSTEM INTEGRATION

### Functional Acceptance Test Plan (FATP)

The Functional Acceptance Test Plan (FATP) is executed at the completion of the optimization process. It is anticipated that an authorized representative Village of Algonquin will be present during the testing period to witness each of the acceptance action items.

Motorola Solutions and the Village of Algonquin will develop the detailed FATP as a joint effort and will finalize it with

agreement after contract award and before system implementation. Any system testing desired that is not specified at the time when the acceptance test plan is formulated, is subject to negotiation.

## System Acceptance

The system will be considered accepted upon the successful execution and completion of all pre-approved test plans or when the system is placed into beneficial use for its intended purpose, whichever occurs first.

## Responsibilities

The purpose of the following is to clearly define our system implementation responsibilities based upon our best understanding of system requirements and the services to be provided. These responsibilities are documented herein to avoid ambiguities and ensure we share a common understanding of all conditions and responsibilities.

### Motorola Solutions Project Team Responsibilities

- Conduct an initial kickoff/design review with Customer confirming final design prior to Motorola placing equipment orders and shipments.
- Motorola and Customer shall develop a mutually agreed to cutover plan.
- Motorola and Customer shall walk each job site confirming site is ready to receive the new equipment. Motorola installation teams shall not be mobilized until both parties agree sites are ready to receive new equipment.
- Update OptiWarn Activation centers and corresponding FEPs at SEECOM
- Programming of MC-Edge controllers and their corresponding built in radios
- Siren connectivity over the StarCom21 ASTRO P25 network (6 Sirens)
- On Site OJT (On the Job Training) for operators and system administrator
- Deployment of STS Mission Critical IoT Security suite.
- Allow Siren Radio devices and CEN units on the system and provide required port allocation
- Install Federal Signal 2-way sensor kits
- Installation and interface of 5 of 6 MC-Edge inside existing FedSig 2001 series
- Install 1 of 6 MC-Edge in NEMA on pole and interface to siren.
- Install of yagi antenna per siren 7/800 MHz
- Install of antenna sets (main & diversity) per siren for LTE
- Prepare equipment for final acceptance with Customer.
- Perform final acceptance testing with the Customer.
- Develop and provide Motorola Solutions standard documentation.
- Provide 1<sup>st</sup> year warranty support services that starts upon acceptance or beneficial use, whichever occurs first. Support will include Call Center, Dispatching of Local Service Technician, Remote Tech Support, and Board Repair.

### Village of Algonquin / SEECOM - Responsibilities

- Algonquin and SEECOM will provide joint resource(s) to lead the implementation for all points noted in this section
- Provide site access and escorts in a timely manner, as required
- Provide equipment warehousing, as required for both new equipment and the decommissioned equipment.
- Provide a single point of contact for scheduling and coordination between Motorola Solutions and the Village of Algonquin.
- Provide adequate space, environmental conditioning and electrical services for the Siren system components
- If necessary, provide site access forms as required, including access for Motorola subcontractors.



- Provide DC power connectivity 9-30VDC to the MC-Edge
- Decommission of existing analog conventional radio system and its parts
- The physical sirens will continue to be owned and maintained by the Village of Algonquin and Siren Activation / Control Center will be the responsibility of SEECOM
- LTE
  - Siren Location solution and all associated SIM card would be based on customer specific APN provided by the customer (could be shared with other applications, it is preferred to have a dedicated APN for the siren application for enhanced security).
  - All SIM/LTE units shall be allocated static IP addresses.
  - Control Center - an ISP IP connection would be provided. The IP connection would be under the same APN (VPN from the customer network to the ISP) to all control center locations. If a modem would be needed at the control center location I would be quoted separately and it is not part of this proposal.

## Solution Design Assumptions

Motorola has made the following assumptions for the design of the proposed communications network:

- Unless specifically stated here within, this solution does not address any needed facility/tower modifications, upgrades, or repairs to any existing equipment; site civil or development work; or other building installations or renovations that may be required to prepare the sites for Motorola provided equipment.
- There is sufficient power, HVAC, and space in all buildings and DC power 9-30VDC on the siren sites
- There is sufficient grounding for the proposed system and a proper grounding point for the antenna system.
- Existing Starcom21 ASTRO radio system provides sufficient coverage to address Village Siren sites
- Monthly carrier (Verizon and StarCom21) fee is not included in this proposal and assume to be a customer responsibility
- Starcom21 user fees will be quoted separately and will be charged at the Emergency Only data rate
- All LTE operations would be based on the Verizon network.
- SIM cards and ISP connection (Verizon) are not included with this proposal and are assumed customer responsibility.
- StarCom21 Radio subscription fee is not included with this proposal



## SECTION 4 PRICING

DESCRIPTION	PRICE
<b>Motorola OptiWarn Siren Solution</b> – includes equipment, Systems Integration, and 1 <sup>st</sup> Year Warranty Support Services.	<b>\$167,399.39</b>
<b>Discount</b>	<b>(\$9,485.00)</b>
<b>Solution Total</b>	<b>\$157,914.39</b>

If any pages or material accompanying this proposal estimate or quote are marked with a restrictive legend, the data on such pages shall not be disclosed to third parties, and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate these materials.

### Standard Commercial Warranty

Included with the purchase of Motorola Solutions equipment is a standard one-year manufacturer's limited commercial warranty to correct possible defects in materials and workmanship.

The standard parts and equipment warranties normally begin upon shipment of each item from the factory. With the purchase of the full Systems Integration services outlined in this proposal, the parts and equipment warranty will begin upon system acceptance, sector or region acceptance or beneficial use of the system by the Government, whichever occurs first. Regardless, the warranty period will begin no later than six months after shipment of the item from the factory. The standard warranties cover only the equipment supplied by Motorola Solutions. Warranty services will include repair service during normal business hours, Monday through Friday, excluding holidays observed by Motorola Solutions. There are no committed response or restore times. Service is provided through Motorola Solutions, or an authorized Motorola Solutions Service Partner.



# SECTION 5 APPENDIX

## TECHNICAL OVERVIEW

### Field Interface Unit (FIU)

The Field Interface Unit (FIU) handles all the communication between the Control Center and the sirens. All command sequence and zone information is stored in the FIU along with the communication link information. This allows for a more secure, centralized mechanism for commands that provides the opportunity to make changes to the command sequences without having to update all the sirens.

The OptiWarn® solution allows for multiple, often geographically redundant FIUs to be utilized depending on system needs. The FIUs communicate together to provide an optimized, secure and functional solution. This includes both wired (i.e. CEN-connected) and wireless (radio-based) FIUs for an ASTRO P25 system.

- Wired - Co-Located or remotely connected to the ASTRO P25 CEN using an IP link.
- Wireless - Enable full control center functionality using an ASTRO P25 radio anywhere within the RF coverage area of the ASTRO P25 system.



### SIREN CONTROLLER

The Motorola Solutions Edge Controller (MC-Edge) is designed for operation on ASTRO P25 networks. The rugged MC-Edge combines proven Motorola RTU and radio technology with leading edge software providing reliable and secure siren activation capability.

The siren controller interfaces directly to both electronic and mechanical siren equipment.

Enhanced security is built into the MC-Edge Controller, providing secure communications. Every Siren solution uses an Over-the-Air (OTA) protocol to reliably transport data from the source to the destination. Each message transmitted over the air is confirmed. Motorola's solution featuring the MC-Edge Controller is the only solution that uses a 7-layer data link protocol, called MDLC, based on the international OSI model (Open Systems Interconnection). MDLC provides the intelligence in over the air communications required for mission critical siren activation and essential siren fault management data.

Communications between the Control Centers and the Edge controllers require password authentication. To further protect user data, the siren controllers also include a 256-bit AES over-the-air encryption package.



### ACTIVATION CONTROL CENTER

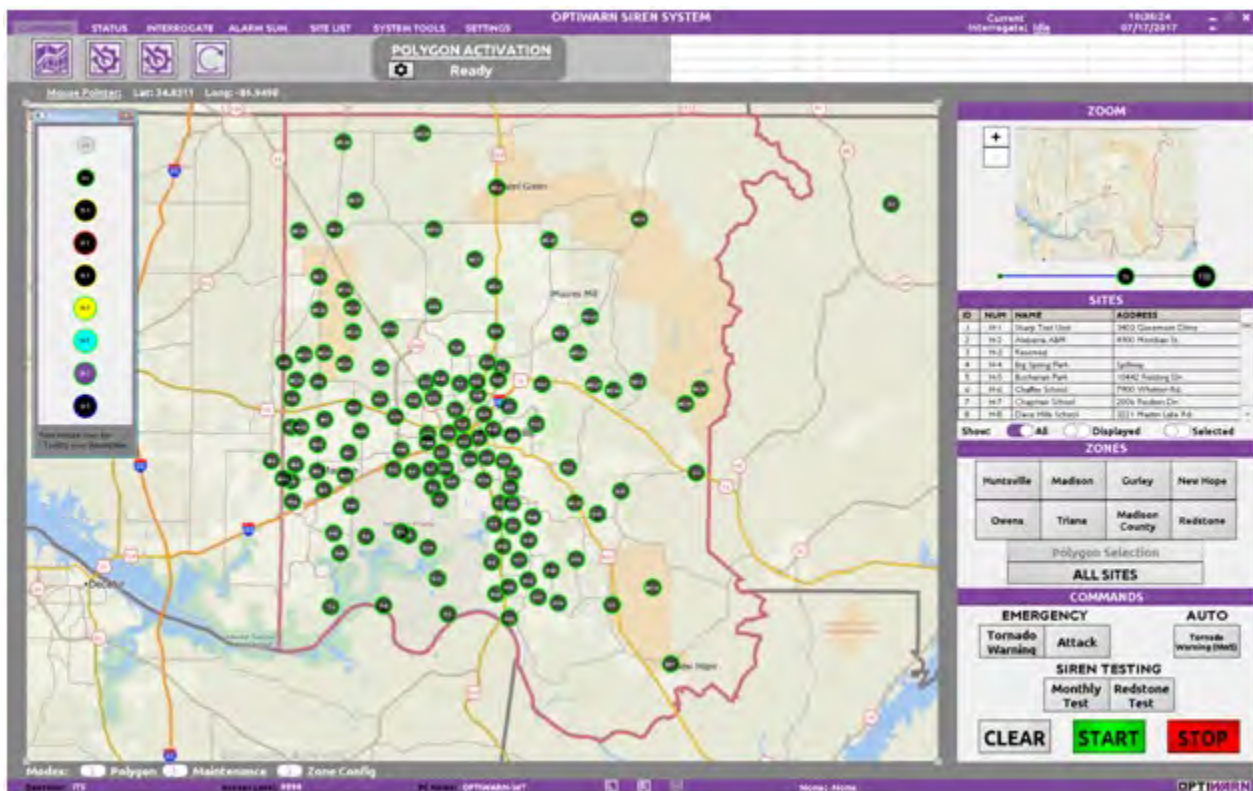
The Control Center is the heart of the overall siren warning solution. This is where the operators control and monitor the sirens and ease of operation is paramount to the system operation. Due to the very nature of emergency siren systems, it is critical for the interface not to be confusing and instead must be intuitive and simple to navigate and operate to make

sure the operators can quickly activate the sirens during that emergency.

The OptiWarn™ Control Center provides a GUI (Graphical User Interface) with complete control of the siren system with minimal complexity even when scaled for larger systems. The GUI is exceptionally easy to operate and requires minimal training to facilitate system activation for emergencies and monthly tests. Screen navigation allows the selection of pre-configured zones and command sequences. The OptiWarn™ Control Center supports Polygon Selection allowing an operator to create an ad-hoc activation group for unique scenario activation requirements.

The OptiWarn™ Control Center provides enhanced alarm and event logging as alarms and events are logged both in a daily alarm/event text file as well as a SQL-based database. Appropriate System Managers and/or maintenance personnel can be automatically notified via email or SMS when specific alarms are reported to the OptiWarn™ Control Center. Operators can pull up the Siren Command Logger screen within the OptiWarn™ Control Center to see previous activations with time and date stamp and then check out the archived Siren Activation Logs containing the details of those activations.

OptiWarn™ provides an automated activation (optional) scheduler providing the ability to activate specific groups (i.e. zones) of sirens with a specific predefined command sequence at a specific time of day. System Managers can maintain the system utilizing built-in tools within the OptiWarn™ Control Center software updating site information, command names, and zone information.



*Example Graphical User Interface*



## SECTION 6 CONTRACT

- Provided on the following pages:
  - o Master Customer Agreement
  - o Equipment Purchase and Software License Addendum
  - o Maintenance Support and Lifecycle Addendum



## Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

### 1. Agreement.

**1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

**1.2. Order of Precedence.** Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

### 2. Products and Services.

**2.1. Products.** Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

#### 2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b)



break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola’s use without charge and may be removed from Customer’s

premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

**2.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

**2.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**2.9. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

### **3. Term and Termination.**

**3.1. Term.** The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

**3.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

**3.3. Suspension of Services.** Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform,

operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

**3.4. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

#### **4. Payment and Invoicing.**

**4.1. Fees.** Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**4.3. Invoicing.** Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

#### **5. Sites; Customer-Provided Equipment; Non-Motorola Content.**

**5.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder,

and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**5.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**5.3. Site Issues.** Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.4. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.5. Non-Motorola Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below),

Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

**6. Representations and Warranties.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

**6.2. Motorola Warranties.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

**6.3. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

**6.4. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

**6.5. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS,

EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

## 7. Indemnification.

**7.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**7.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any

payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

**7.3. Customer Indemnity.** Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **8. Limitation of Liability.**

**8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

**8.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

**8.4. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**8.5. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **9. Confidentiality.**

**9.1. Confidential Information.** “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**9.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f)



only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**9.3. Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

**9.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **10. Proprietary Rights; Data; Feedback.**

**10.1. Data Definitions.** The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**10.2. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models,

methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**10.3. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

**10.4. Processing Customer Data.**

10.4.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer’s collection, creation, and use of the Customer Data (including in connection with Motorola’s Products and Services), and Motorola’s use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer

has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

**10.5. Data Retention and Deletion**. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

**10.6. Service Use Data**. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

**10.7. Third-Party Data and Motorola Data**. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all

copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**10.8. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

**10.9. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **11. Force Majeure; Delays Caused by Customer.**

**11.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**11.2. Delays Caused by Customer.** Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**”):

**12.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**12.2. Negotiation; Mediation.** Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management

than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation (“**Notice of Mediation**”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

**12.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

### **13. General.**

**13.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

**13.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

**13.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**13.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations

to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**13.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

**13.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

**13.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

**13.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

**13.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

**13.12. Entire Agreement.** This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or

computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola: Motorola Solutions, Inc.**

**Customer: [\_\_\_\_\_]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: August 1, 2022

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Design Build Services – Lake Drive South Detention/Park Naturalization*

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Attached you will find a copy of a proposal with Resource Environmental Solutions for design/build services for the Lake Drive South Detention & Park Naturalization project in the amount of \$35,552.00. This project is part of a larger initiative in the Village of Algonquin to restore its mowed turf grass detention basins and other open space areas to native areas.

This past winter, Village crews removed the invasive tree species that we prevalent on the site including the old farm tree row on the berm of the detention basin. These trees had significant failures, were dead, dying and diseased, and were causing hazards to the adjacent homes as well as to people using the property.

The Village has contracted Homer tree service to remove the larger downed trees from the site and stump grind the area in preparation for the native seeding. Stump grinding is scheduled to take place in the next month with site preparation and seeding to occur late fall.

Due to the passive nature of this park, the site is ideal for providing habitat restoration, groundwater infiltration, and stormwater quality run off improvements via native plants.

Of our formerly restored stormwater basin projects, Resource Environmental solutions was responsible for designing and installing four of them. Their experience with this type of work, as well as their knowledge of the Village's natural area plan, makes them a nice fit to perform the work on this project.

This item was not budgeted, but due to the necessity to clear the trees, we are wanting to get the native restoration done this fall so the establishment period can begin and the site can get cleaned up. Funding for the project will come out of the Natural Area and Drainage Fund.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design/build services for the Lake Drive South Detention/Park Naturalization project to Resource Environmental Solutions, Inc. for \$35,552.00.





11714 Powder Park Road  
Huntley, IL 60142

**Corporate Headquarters**  
6575 West Loop South, Suite 300  
Bellaire, TX 77401

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**Project Information**

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**Quote**

Lake Drive South Detention Basin Quote  
RES # OP01678

February 16, 2022

Village of Algonquin

Thank you for the opportunity to submit a quote for this work. We will be happy to answer any questions that you may have about our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Andresen".

Brad Andresen, Restoration Manager  
RES  
515.460.7269  
bandresen@res.us

A handwritten signature in black ink, appearing to read "Travis Lanser".

Travis Lanser, Estimator  
RES  
262-895-9005  
tlanser@res.us

**Scope of Work and Estimate**

**Lake Drive South Detention Plan OPC**

ITEM	DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL COST
1	SITE PREPARATION				
1.1	TREE/SHRUB REMOVAL (2.0 AC)-COMPLETED BY ALGONQUIN	1	LS	N/A	N/A
1.2	HERBICIDE EXISTING VEGETATION (2X)	4.0	AC	\$500.00	\$2,000.00
1.3	DISC/TILL TURF GRASS (1X)	2.0	AC	\$500.00	\$1,000.00
<b>SITE PREPARATION SUBTOTAL</b>					<b>\$3,000.00</b>
2	EROSION AND SEDIMENT CONTROL				
2.1	EROSION CONTROL BLANKET - DS75	9,680	SY	\$1.40	\$13,552.00
<b>EROSION &amp; SEDIMENT CONTROL SUBTOTAL</b>					<b>\$13,552.00</b>
3	ECOLOGICAL RESTORATION AND MANAGEMENT				
3.1	MESIC PRAIRIE PREP & SEED	2.0	AC	\$4,800.00	\$9,600.00
3.2	MANAGEMENT OF PLANTINGS, 2.0 TOTAL ACRES YEAR 1	1	YR	\$3,700.00	\$3,700.00
3.2	MANAGEMENT OF PLANTINGS, 2.0 TOTAL ACRES YEAR 2	1	YR	\$3,100.00	\$3,100.00
3.3	MANAGEMENT OF PLANTINGS, 2.0 TOTAL ACRES YEAR 3	1	YR	\$2,600.00	\$2,600.00
<b>ECOLOGICAL RESTORATION AND MANAGEMENT SUBTOTAL</b>					<b>\$19,000.00</b>
<b>TOTAL</b>					<b>\$35,552.00</b>

\* NOTE THAT ALL COST ARE NON-PREVAILING WAGE

**Notes:**

1. This quote is valid for 60 days.
2. RES is a non-union shop. Prevailing Wages rates have not been included in the above price.
3. Upon acceptance of this quote by the Owner/Client, RES Great Lakes LLC (RES) will provide a Services Agreement necessary for acceptance of the contract by each party.
4. **Quote is exclusive of sales tax.** Client/Owner shall pay all applicable sales or use taxes, or provide RES with a sales tax exemption certificate to support any exemption.



Mesic Prairie Seed Mixture			
Scientific name	Common Name	Oz./Acre	lbs./Acre
<b>Grasses &amp; Sedges:</b>			
<i>Andropogon gerardii</i>	Big bluestem	31.9	
<i>Andropogon scoparius</i>	Little bluestem	65.3	
<i>Bouteloua curtipendula</i>	Side oats grama	22.3	
<i>Carex bicknellii</i>	Copper-shouldered oval sedge	5.5	
<i>Panicum virgatum</i>	Swith grass	14.5	
<b>Total Grasses and Sedges</b>		<b>139.6</b>	<b>8.7</b>
<b>Forbs:</b>			
<i>Asclepias tuberosa</i>	Butterfly weed	14.9	
<i>Dalea purpurea</i>	Purple prairie clover	5.2	
<i>Echinacea pallida</i>	Pale purple coneflower	15.1	
<i>Echinacea purpurea</i>	Purple coneflower	11.9	
<i>Eryngium yuccifolium</i>	Rattlesnake master	9.8	
<i>Monarda fistulosa</i>	Wild bergamot	1.0	
<i>Oligoneuron rigidum</i>	Stiff goldenrod	1.7	
<i>Penstemon digitalis</i>	Foxglove beard tongue	0.9	
<i>Ratibida pinnata</i>	Yellow coneflower	4.1	
<i>Rudbeckia hirta</i>	Black eyed Susan	1.0	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	2.3	
<i>Symphotrichum novae-angliae</i>	New England aster	1.7	
<i>Tradescantia ohiensis</i>	Spiderwort	9.9	
<b>Total Forbs</b>		<b>79.6</b>	<b>5.0</b>
<b>Total Grasses, Sedges &amp; Forbs</b>		<b>219.2</b>	<b>13.7</b>
<b>Temporary Cover Crop:</b>			
<i>Elymus canadensis</i>	Canada wild rye	16.0	1.0
<i>Avena sativa</i>	Common oats	320.0	20.0

- Restoration Tasks:
- 1) Village Remove all trees and shrubs (2.0 acres)
  - 2) Broadcast Herbicide Preparation (2.0 acres)
  - 3) Light Disc (2.0 acres)
  - 4) Second Broadcast Herbicide Preparation (2.0 acres)
  - 5) Scarify Soil and Install Mesic Prairie Seed Mixture (2.0 acres)
  - 6) Install NAG DS75 (2.0 acres/9,680 sq yds)
  - 7) Three Year Maintenance

LEGEND

- Existing Open Water
- Existing Prairie Vegetation (0.35 acres)
- Mesic Prairie Seeding Area & NAG DS75 ECB (2.0 ac/9,680 sq yds)



**RESOURCE ENVIRONMENTAL SOLUTIONS**  
 120 W Main St  
 West Dundee, IL 60118  
 Office 847-844-9385

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**LAKE DRIVE SOUTH DETENTION BASIN RESTORATION**  
 ALGONQUIN, ILLINOIS

VILLAGE OF ALGONQUIN

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RES Proj. #:	PRJ104847
Designed By:	SRZ Feb202 SRZ
Drawn By:	Feb2022 SRZ
Checked By:	Feb2022 SRZ
Coordinate System:	N/A
Design Firm License:	N/A

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FILENAME

SHEET TITLE  
**PLANTING, & EROSION CONTROL PLAN**

---

SHEET NUMBER  
**1**



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: August 2, 2022  
TO: Tim Schloneger, Village Manager  
FROM: Michele Zimmerman – Assistant Public Works Director  
SUBJECT: *Engineering Services – Ratt Creek Harper Drive Culvert*

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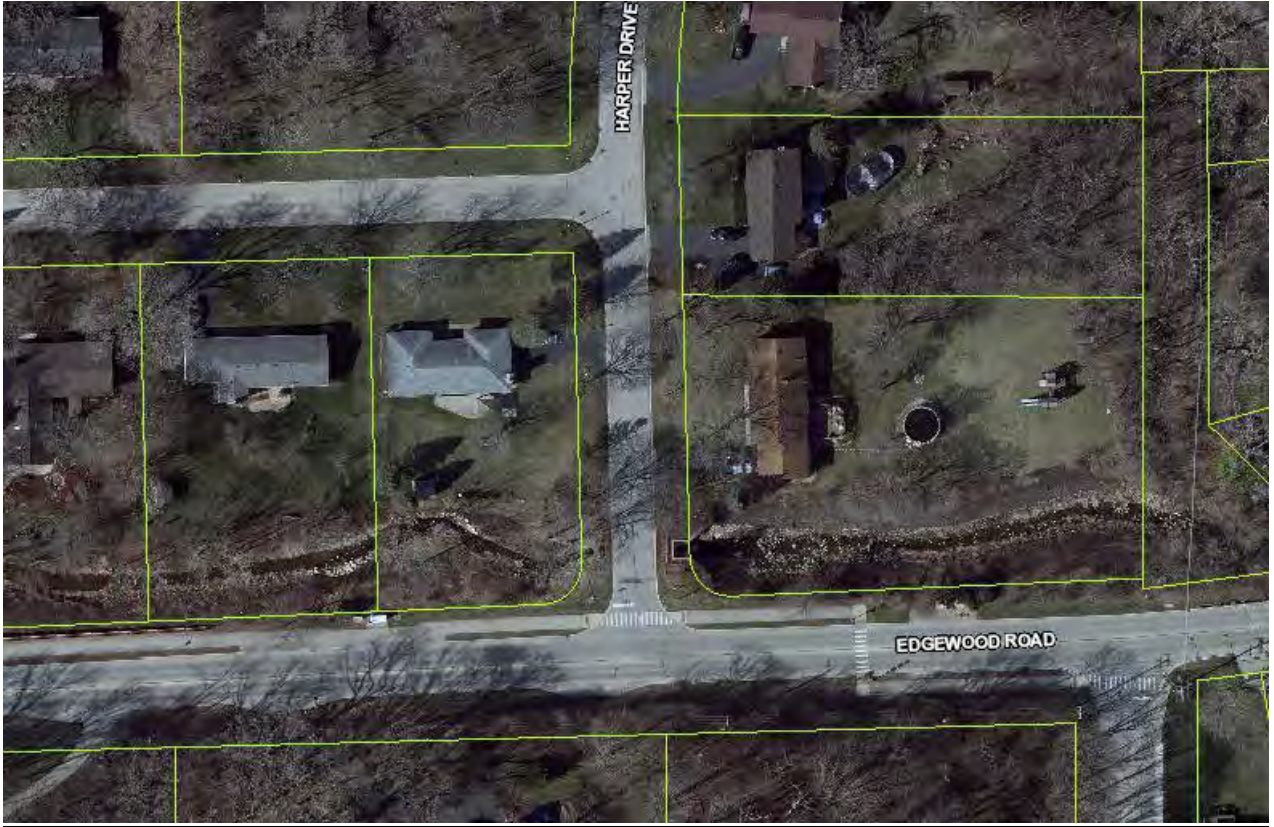
Attached, you will find a copy of an agreement with HR Green for engineering design services for a portion of Ratt Creek that flows along Edgewood Drive and through a culvert under Harper Drive. This is an emergency repair that is needed to fix an erosion issue that has become more prevalent in the past year.

In 2004, this portion of the creek was restored and the improvements have generally been performing well. In one location, the 2004 improvements implemented gabion baskets along the downstream end of the Harper Drive culvert. The culvert has a substantial drop at the downstream end and the gabion baskets have begun to fail in the years since their installation. These wire baskets are filled with rock that stabilize the creek banks as the water drops from the culvert. The wire that holds the baskets together has come undone and the stabilizing rock has now been pushed out of the baskets by the force of the water and washed downstream. If we have a significant rain/flooding event, there is now very little material to hold the streambank in place. This will cause the bank to severely erode at Harper Drive undermining both Edgewood Road and Harper Drive.

Therefore, we would like to be proactive and design and then construct this repair before the potential for significant damage which will be much more costly and difficult.

Funding for this work is was not budgeted. However, we will not be doing the Souwanas and Schuett Street road construction project due to the bids coming in over budget. \$1,050,000 was budgeted to do that project so we will use this money for the design and then construction of this emergency repair.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design services for Ratt Creek Harper Drive Culvert engineering services to HR Green for \$36,950.00.





## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Dixie Creek at Harper Drive  
Stream Stabilization Design and Permitting**

Ms. Michele Zimmerman – Assistant Public Works Director  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102  
847.658.1230  
mzimmerman@algonquin.org

Logan Gilbertsen P.E., CFM – Project Manager  
HR Green, Inc.  
1391 Corporate Drive  
McHenry, IL 60050  
HR Green Project Number: 220089

July 22, 2022

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

THIS **AGREEMENT** is between Village of Algonquin (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

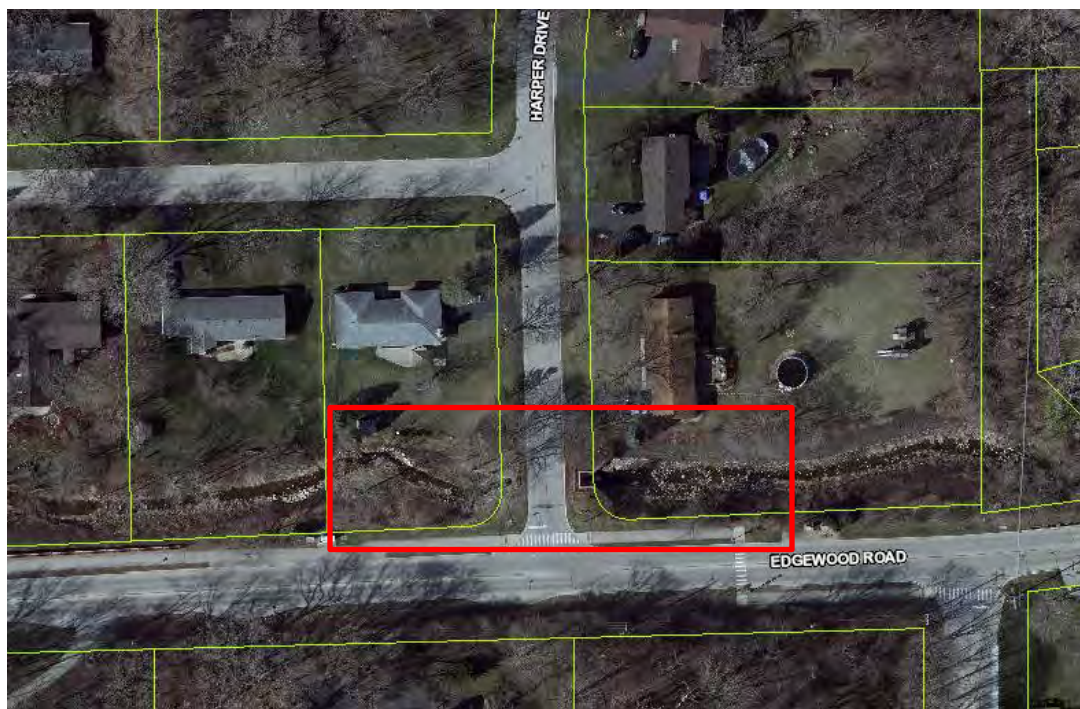
## 1.0 Project Understanding

### 1.1 General Understanding

In early 2004, CLIENT partnered with an ecological consultant to design a stream restoration plan for Dixie Creek, a tributary to Ratt Creek along Edgewood Drive in Algonquin, IL. The project was constructed, and the improvements have generally been performing well. In one location, the 2004 improvements implemented gabion baskets along the downstream end of the Harper Drive culvert. The culvert has a substantial drop at the downstream end and the gabion baskets have begun to fail in the years since their installation. The failure appears to be caused by scour under the baskets, debris impacts and corrosion of the metal wire baskets.

On July 12, 2022, COMPANY and CLIENT met at the location to inspect the current condition of the gabions. CLIENT requested that COMPANY prepare plans and permit applications for stabilizing the downstream end of the Harper Drive culvert, addressing some minor erosion at the upstream end of the culvert, and adding some landscape stone improvements along the headwalls to reduce the maintenance need.

COMPANY will prepare plans, specifications and permit application for stabilizing stream channel and banks immediately upstream and downstream of the existing culvert crossing. See Figure 1 for the project location.



*Figure 1: Project Location*



The streambanks and channel are anticipated to be stabilized using bio-technical methods including strategically placed riprap and native vegetation.

This portion of Dixie Creek is not regulatory Special Flood Hazard Area. The tributary area to the site is approximately two (2) square miles and therefore it is considered a non-designated floodway by the IDNR-OWR. The stream is assumed to be considered a Waters of the United States (WOTUS). Due to the nature of the repairs, it is assumed that the limits of the WOTUS extend to the normal water level. No formal wetland delineation is anticipated to be necessary for this project.

## 1.2 Design Criteria/Assumptions

This agreement is based upon the following details:

- a. Prior surveys, plans, concepts and documents relating to the project area will be available for review.
- b. No utility relocation is anticipated to be necessary to complete the project.
- c. All work will be completed on CLIENT owned property and/or within existing CLIENT rights-of-way or easements. It is assumed that no new easements or landowner agreements will need to be established to access the site or for the completion of the project.

## 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

This project will include the following tasks:

- Project Administration and Meetings
- Topographic Survey Services
- Contract Plans and Specifications
- Permit Applications
- Bidding Support

### 2.1 Project Administration and Meetings

This project is considered an emergency repair and therefore it is assumed that there will be brief project check-ins rather than traditional meetings. It is assumed that many of these check-ins will be completed virtually. Project Administration and Coordination will involve the management oversight of the project, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT and prospective contractors. Project coordination work will include:

1. Due to the nature of this project, a formal Kick-Off meeting is not anticipated to be necessary. COMPANY will prepare the following items and provide to CLIENT prior to the start of the project.
  - Project schedule.
  - Key milestones and deliverables;

- Discussion of items identified in project design considerations for determining project goals and objectives, design criteria, etc.
- 2. Attendance at one coordination meeting to review the engineering and contract documents prior to the bid opening. It is anticipated that this meeting will take place after the submittal of the Preliminary plans to CLIENT. COMPANY will prepare a meeting agenda and sign-in sheet.
- 3. General correspondence between COMPANY and CLIENT as well as permitting agencies.
- 4. The Project Manager will send CLIENT a weekly email update briefly discussing the work completed during that week and the work planned for the following week.

## 2.2 Topographic Survey

COMPANY will perform a ROW and topographic survey of the project limits depicted in Figure 1 being approximately 50 feet either side of the existing storm sewer culvert/pipe located along Harper Drive being approximately 50 feet north of Edgewood Drive in Algonquin, IL. The existing ROW or drainage easement will be calculated as shown on provided subdivision plats and/or plat of dedication/right of way maps to include on the base map. The topographic survey will extend to the existing right of way on both sides of the roadway and will include existing visible, above ground, improvements lying within the limits described above. Existing utilities will be surveyed from visible flags or markings, as well as other visible utility structures such as pedestals, hand holes and junction boxes. Storm, sanitary sewer and watermain structures will be surveyed, including rim elevation, invert elevation, pipe size, direction and elevation as observed at unlocked manholes. Channel cross-sections of Dixie Creek will be surveyed at the upstream and downstream face of the culvert and at distances of 50 feet upstream and 100, 200 feet downstream. The thalweg will be surveyed every 25 feet within these limits. Survey will reference existing NGS control stations on Illinois State Plane Coordinate System East Zone (NAD83-2011 grid) and North American Vertical Datum of 1988 (NAVD88). A base map will be completed in AutoCAD Civil3D release 2021 for internal design.

The survey will be done specifically to inform the hydraulic modeling, geomorphic assessment, and the proposed ecological restoration design for the streambank stabilization. The survey will include:

This task does not include:

- Easement Plat/Exhibit/Legal
- Plat of Survey/Topography
- Tree survey other than location and DBH. Species and condition are not included.

## 2.3 Contract Plans and Specifications

COMPANY will use information obtained from the Topographic Survey and the July 12, 2022 site visit to develop Preliminary and Final Design Plans. COMPANY will submit an electronic copy of the Preliminary Design Plans to CLIENT for review and comment. COMPANY will submit Preliminary Plans for permits when applicable. Comments received from CLIENT and permitting

agencies will be addressed prior to the completion of the Final Design Plans. The Final Design Plan will be stamped by an Illinois Licensed Engineer. Some permitting agencies may require final plans prior to approval.

**2.3.a Preliminary Design Phase** – The following scope of services will be provided:

- **Document Preparation:** Prepare Preliminary Design Phase documents consisting of design criteria, preliminary drawings, outline of specifications, and written descriptions of the project. The project design and construction specifications will be in accordance with CLIENT requirements and standards; also IDOT and Illinois Urban Manual design standards and requirements. The plans shall include:
  - Cover
  - Standard notes and specifications
  - Quantities
  - Existing conditions
  - Tree preservation, tree removal and demolition plan
  - Proposed improvement plan (including proposed grading, limits of stabilization and stone placement)
  - Typical sections and details.
- **EOPCC:** Prepare and submit an Engineer's Opinion of Probable Construction Cost (EOPCC) based on preliminary design plans.
- **Furnish Review Copies:** COMPANY will provide electronic copies of the Preliminary Design Plans and EOPCC to CLIENT for review and comment.

**2.3.b Final Design Plans and Bidding Documents** – The following scope of services will be provided:

- **Document Preparation:** Final Drawings and Specifications which will meet the intent of the project. The plans shall include the items listed in the Preliminary Design Phase as well as:
  - Erosion Control Plan
  - Restoration Plan
  - Seed mixtures (assumed to be the same as the 2004 plans to restore the site back to its intended condition)
  - Details

COMPANY will provide special provisions for the specific pay items included in the project. COMPANY will utilize CLIENT's bidding document front end forms to prepare the bid package.

- **Technical Information:** Provide-technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; coordinate on behalf of the CLIENT in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities if required.

- **EOPCC:** Prepare and submit an EOPCC based on Final Design Plans.
- **Furnish Review Copies:** COMPANY will provide electronic copies of the Final Design Plans and EOPCC to CLIENT for review and comment. Project special provisions and front end bidding documents will be included.

## 2.4 Permitting

COMPANY will prepare and submit an application for the following agencies:

- **Army Corps of Engineers (ACOE) Wetland and WOTUS Permitting:** Dixie Cree is tributary to Ratt Creek and then the Fox River which is a navigable waterway. From past experience working along this stream, it is expected that the ACOE will take jurisdiction of this waterway and that permitting will occur through the Chicago District's Regulatory Program. It is anticipated that the proposed activity may qualify under the Nationwide Permit 3 "Maintenance". COMPANY will prepare a Nationwide Permit Application Packet and submit to the ACOE. If wetland impacts exceed the requirements of the Nationwide Permit Program, threatened and endangered species surveys, or a wetland mitigation plan is required to permit the proposed activity the work shall be considered as extra, and require an amendment to the contract.
- **IDNR EcoCAT:** COMPANY will utilize the Illinois Department of Natural Resources (IDNR) online EcoCAT (**Ecological Compliance Assessment Tool**) to obtain a consultation regarding the potential impacts from the proposed activity on Illinois endangered and threatened species and sites listed on the Illinois Natural Areas Inventory. It is assumed that the consultation will be obtained without additional studies and/or field archeological or cultural resource surveys. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract. The IDNR EcoCAT service requires a review fee. This review fee, based on current fee schedule at the time of this proposal, is estimated to cost approximately \$127.00 and is included in this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.
- **McHenry-Lake County Soil and Water Conservation District (SWCD):** COMPANY will submit proposed plans for review and approval of the erosion control plans and best management practices through SWCD and is also required as part of permitting through the ACOE. The SWCD requires a review fee. This review fee, based on current fee schedule at the time of this proposal, is estimated to cost approximately \$2,190.00 based on a construction site of 0-4 acres of land disturbance (\$990), in-stream work lasting 0-2 months (\$700) and a refundable pre-construction notification fee (\$500) is included in this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.
- **IDNR Office of Water Resources (IDNR-OWR):** Dixie Creek does not have a designated floodplain but has a tributary area greater than one (1) square mile and therefore is considered a non-designated floodway. Construction in this stream is under the jurisdiction of IDNR-OWR and hence a permit/authorization from IDNR-OWR will be required. It is anticipated that the project will be covered under Statewide Permit No.9

which authorizes minor shoreline, streambank and channel protection activities. COMPANY will prepare a memo discussing how the project meets the permit requirements. There is no fee associated with the Regional or Statewide Permit Program.

- **Village of Algonquin Stormwater Permit:** COMPANY will prepare a stormwater permit application in accordance with the Kane County Stormwater Ordinance. CLIENT is a certified community and hence CLIENT can issue a permit in accordance with the provisions of the Certified Community criteria of the Ordinance. No fee is anticipated for this review and no fees are included in this scope of services for a Village Stormwater Permit.
- **United States Fish and Wildlife Service (USFWS) Section 7 Review:** COMPANY will prepare a USFWS Section 7 review and coordinate with the USFWS for concurrence on the report. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract.

COMPANY will apply for permits during the Preliminary and Final Plan Phases depending on to the agency to which the application will be submitted. COMPANY cannot guarantee the length of time a review agency will take to complete a review and cannot guarantee approval of any submittal. The fees estimated above are based on current fee schedule at the time of this proposal. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.

## 2.5 Bidding Support

It is understood that CLIENT will manage bidding, advertisement, bid tabulations and the plan holders list for this project. CLIENT will advertise the project in accordance with State statutes and CLIENT ordinances. The project will be publicly advertised for a minimum of two weeks in the local newspaper and electronically at the CLIENT's discretion. The cost of publication in a newspaper is not included in this agreement.

COMPANY will assist CLIENT in responding to bidder's questions during the advertisement period and will assist in issuing up to one (1) addendum to the bid package. A plan holder's list will be maintained by the CLIENT.

COMPANY will assist the CLIENT in a public bid opening located at the CLIENT's facilities. A representative from COMPANY will conduct the bid opening and publicly read aloud the received bids.

## 3.0 Deliverables and Schedules Included in this Agreement

Plans will be developed to predetermined milestones for submittal to the COMPANY for review and approval. For a project of this type two (2) submittals will be made. The Preliminary (60%) and Final (100%) plans would be submitted to the CLIENT for review and comment. The comments would then be incorporated into the plans and a disposition of comments submitted.

COMPANY will develop and assemble the contract specifications and documents for this project in accordance with CLIENT policies, procedures, and standards. The preliminary and final plans will be developed as described in Section 2.3 of this agreement.



COMPANY will provide CLIENT with the following deliverables:

- Electronic copy survey data
- Electronic copies of preliminary and final plans and specifications
- Copies of all applied for permit applications and approvals pending receipt

Task	Start Date	End Date
Project Management	August 2022	December 2022
Topographic Survey	August 2022	September 2022
Preliminary Contract Plans	September 2022	October 2022
Permit Clearing	October 2022	November 2022
Final Plans	October 2022	November 2022
Bidding Support	November 2022	December 2022

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

#### 4.0 Items not included in Agreement/Supplemental Services

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

1. Boundary Survey or Plat of Easements
2. Topographic Survey, beyond specified in the scope of services
3. Appraisals and negotiations
4. Groundwater Study or Report
5. Wetland/WOTUS delineation
6. Archaeological and other Threatened & Endangered Species Surveys
7. Conditional Letter of Map Revision (CLOMR) / Letter of Map Revisions (LOMR)
8. Funding/Grant Applications or Grant Management
9. Permits Fees except when specifically stated that a fee is included in the agreement.
10. Permit review fees exceeding those identified as included in the agreement.
11. Televising and/or pipe condition analysis
12. Newspaper publication fees
13. Construction staking
14. Construction oversight
15. As-built plans
16. Bid package preparation, bid advertisement, bid tabulations
17. Public meeting

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

#### 5.0 Services by Others

It is assumed that all tasks will be completed by COMPANY. If a sub-consultant is required, COMPANY will inform CLIENT prior to starting work.

## 6.0 Client Responsibilities

The following items shall be provided by the CLIENT:

- Provide GIS data, if applicable
- Copies of flooding history and flooding complaints, if available
- Copies of as-built and any major capital projects completed along Dixie and Ratt Creek including utility projects, culvert improvements and channel grading
- Provide review comments within 2 weeks of submittal of draft plans
- Signatures on permit application forms
- Meeting location at the Village's Public Works Building for in-person meetings

## 7.0 Professional Services Fee

### 7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

### 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

### 7.3 Extra Services

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

### 7.4 Exclusion

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



## 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$36,950.00.

Task	HRG Fee	Fees	Total Fee
Task 2.1 - Project Administration and Meetings	\$3,034.00	\$0.00	\$3,034.00
Task 2.2 - Topographic Survey	\$3,279.00	\$0.00	\$3,279.00
Task 2.3 - Contract Plans and Specifications	\$20,040.00	\$0.00	\$20,040.00
Task 2.4 - Permit Clearing	\$6,640.00	\$2,317.00	\$8,957.00
Task 2.5 - Bidding Services	\$1,640.00	\$0.00	\$1,640.00
Total	\$34,633.00	\$2,317.00	\$36,950.00



## 8.0 Terms and Conditions

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

### 8.1 Standard of Care

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

### 8.2 Entire Agreement

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

### 8.3 Time Limit and Commencement of Services

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

### 8.4 Suspension of Services

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

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

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

### 8.5 Books and Accounts

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

### 8.6 Insurance

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

### 8.7 Termination or Abandonment

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



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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

#### 8.16 Reuse of Documents

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

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

#### 8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

#### 8.18 Opinion of Probable Construction Cost

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

#### 8.19 Design Information in Electronic Form

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

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

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

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

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

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

#### 8.21 Force Majeure

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

#### 8.22 Job Site Visits and Safety

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

#### 8.23 Hazardous Materials

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

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

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

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

#### 8.24 Certificate of Merit

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

#### 8.25 Limitation of Liability

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

#### 8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

#### 8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

#### 8.31 Soliciting Employment



Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.37 Municipal Advisor

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

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Logan Gilbertsen, P.E., CFM

Author Name

Approved by:

Printed/Typed Name: Ajay Jain, P.E., CFM

Title: Vice President

Date:

July 22, 2022

VILLAGE OF ALGONQUIN

Accepted by:

Printed/Typed Name:

Title:

Date:



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

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

DATE: July 26, 2022

TO: Tim Schloneger, Village Manager  
Village of Algonquin Committee of the Whole

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: Tunbridge Area Road Rehabilitation Phase 1 and 2 Engineering Design Services

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The FY 2022-23 Street Improvement Budget included Engineering Design for Weck's Subdivision on the east side Algonquin. When Public Works staff looked closer at the infrastructure in that specific area, it was determined that a significant amount of water main and sewer would need to be replaced or rehabilitated before the roads could be completed.

Due to budgetary constraints related to water and sewer capital, staff wishes to complete pavement rehabilitation in the Tunbridge area, which has needed work for some time. Tunbridge is the area directly west of Golf Club of Illinois and north of County Line Road. The area to be rehabilitated does not include Stonegate Road which was completed in 2016.

The work will include but is not limited to, intermittent curb and gutter removal and replacement, sidewalk replacement where needed, ADA adjustments, pavement rehabilitation and a new asphalt driving surface.

We have attached a Master Agreement Work Order form from Christopher B. Burke Engineering, Ltd. (CBBEL) for Phase 1 and 2 Design Services for this work. It details their tasks related to our discussions with them and is for a cost not to exceed \$203,615.00.

Village staff has reviewed the proposal and recommend that the Committee of the Whole recommend to the Village Board to approve and authorize execution of the Work Order with CBBEL in the amount not to Exceed of \$203,615.00 for the Tunbridge Area Phase 1 and 2 Engineering Design Services with CBBEL.

**Consulting Engineering**  
**Master Agreement Work Order Form**

**I. Incorporation of Master Agreement**

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

**II. Project Understanding**

**A. General Understanding/Assumptions**

The project includes street rehabilitation (Full Depth Reclamation) to the following streets, along with all sidewalks, curb & gutter, and driveway apron replacements to meet Village standards:

- Tunbridge Trail – Stonegate Road to Stonegate Road (2,580 ft.)
- Robinhood Drive – Tunbridge Trail to Stonegate Road (760 ft.)
- Brindlewood Lane – Tunbridge Trail to Stonegate Road (880 ft.)
- Carlisle Street – Stonegate Road to Stonegate Road (1,890 ft.)
- Burnham Court – Carlisle Street to Termini (200 ft.)
- Darlington Court – Stonegate Road to Termini (525 ft.)
- Tunbridge Court – Stonegate Road to Stonegate Road (630 ft.)
- Brindlewood Court – Stonegate Road to Termini (330 ft.)

The project will also include spot curb and gutter replacement, sidewalk replacement and utility rehabilitation. We understand that the Village will televise the existing sewer and provide their analysis of its condition. The Village will also provide the break history of the water main within the project limits.

It is our understanding that the following will also be included in our scope for this project:

- Special b-box caps implemented within the sidewalks.
- Install water shutoff valve in the easement between 6 & 8 Brindlewood Ct.
- Install water shutoff valve in the easement between 1380 & 1400 Darlington Ct.
- Relocation of the hydrant in Burnham Ct to the west.
- Tie the sump pump at 2080 Brindlewood Ct into the existing storm structure located between 1240 & 1250 Tunbridge Trail using PVC pipe.
- Village will provide an asset condition report for storm and sanitary sewers and a list of locations where repairs are necessary.

It is our understanding the project will be let in January 2023 and begin construction May 2023. MFT Funds will be used for construction costs. Local funds will be used for design and construction engineering costs.



**B. Design Criteria**  
Village/IDOT

**III. Scope of Services**

**A. Surveying and Geotechnical Services**

**Task A.1 – Topographic Survey for the Special ADA Design**

The Topographic Survey of twelve (12) street corners for Special ADA ramp design will be performed at the Turnbridge Trail intersections from Stonegate Road to Stonegate Road (10) and the Carlisle Street intersections from Stone Gate Road to Stonegate Road (2), within the project limits. No ADA topographic survey will be performed for Stonegate Road intersections within project limits.

The survey for special ADA ramps shall include an area from the street right-of-way to the adjacent edge of pavement of subject street as shown on the attached (Typical Quadrant Survey Criteria for ADA Ramps Design) and 25 feet overlap with crossing streets right-of-way. The survey shall include the following specific tasks:

Horizontal and Vertical Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters (curb, gutter flow line, and edge of pavement/ face of curb), pavement markings, signs, Manholes or Utility Vaults on sidewalks and parkways and within 10 feet of pavement area adjacent to the curb, drainage structures, driveway culverts, cross road culverts, Fences, Traffic Signals, Signs, traffic cameras, parking meters, and pay boxes, Trees (including DBH) & Bushes, Light and Power Poles, Sidewalks (back and face of sidewalks) and pavement. Elevations every approximately 10 feet along sidewalks, curbs, gutters, building or property line, doorway stoops or steps as applicable and shown on the attached shall be taken. Elevations of roadway 5 feet from edge of pavement to be included.

Base Mapping: All of the above information will be compiled into one base map representative of existing conditions of the project corridor for use in engineering work.

**Task A.2 – JULIE Coordination**

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be

responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

### **Task A.3 – Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Rubino Engineering. The Geotechnical Investigation will include seventeen (17) pavement cores, at a max depth of 2 feet, to determine the existing structure of the pavement and condition of subgrade materials. A 6-inch core barrel to obtain a representative pavement section to be determined at a location with the least amount of observable gravel base. The sample will likely be a blend of aggregate base and subgrade soil. Material will be collected approximately 12-inches below the existing pavement, and then will be returned to the laboratory for Full Depth Reclamation Mix Design testing. This assumes no flagmen are required to take the cores.

One (1) composite test will be performed for unconfined compression testing in accordance with the IDOT Special Provisions for Full Depth Reclamation with Cement or Cement Slurry. The geological report will include the following:

- Summary of client-provided project information and report basis
- Core Location Plan
- Photo documentation of field conditions and core specimens
- Subbase stone thickness and material
- Full Depth Reclamation Mix Design recommendations

The objectives of the boring study are to determine whether the associated laboratory analysis provide a basis for Rubino to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be provided, and will be addressed to Christopher B. Burke Engineering, Ltd.

## **B. Phase 1 Engineering**

### **Task B.1 – Field Reconnaissance**

CBBEL Staff will perform a Field Reconnaissance of the streets included in the street program with Village staff. The purpose of the Field Reconnaissance will be to verify the method of rehabilitation/reconstruction and determine the limits and estimate the quantity of drainage structure, curb and gutter, and sidewalk removal and replacement. Additionally, CBBEL will determine the location of substandard radii and other geometric inadequacies. The results of the Field Reconnaissance will be included in the Preliminary Plans. The results of the Field Reconnaissance

will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

**Task B.2 – Phase I Report**

CBBEL will prepare a Phase I Report which will consist of the following:

- Preliminary Typical Sections
- Preliminary Plans
  - Showing roadway improvements
  - Curb and gutter removal and replacement
  - Sidewalk removal and replacement
  - Water main replacement
  - Sanitary sewer replacement and or lining
  - Storm structure replacements
- Sidewalk Replacement per Village policy including ADA assessment
- Storm Sewer Assessment
- Estimate of Construction Cost
- Construction Schedule
- Pavement Cores and Soil Analysis
- QA/QC Plan

**C. Phase 2 Engineering**

**Task C.1 – Plans, Specifications and Estimates**

CBBEL will prepare engineering plans, specifications and estimates utilizing local funds for the following sheets:

- Cover Sheet
- General Notes Sheets
- Summary of Quantities
- Alignment Ties and Benchmarks
- Special Details
- Existing and Proposed Typical Sections
- Existing and Removal Sheets
- Proposed Roadway
- Plan Sheets
- ADA Ramp Plans and Elevations
- Landscape and Restoration Sheets
- Soil Erosion and Sediment Control Sheets

CBBEL will assist the Village in bidding and recommendations of the bids.

**D. Meetings/Coordination**

2 Meetings with Village, 1 Public Information Meeting  
CBBEL will provide letter; Village will perform mailing.

- E. Deliverables**  
 PDF of the Final Phase I Report  
 PDF of Final Engineering Plans, Specifications and Estimate
- F. Services by Others**  
 17 Pavement cores by Rubino Engineering.
- G. Information to be Provided by Client**  
 Existing plans  
 Water main break history  
 Village analysis of the existing sanitary and storm sewer condition, tree survey,  
 tree planting list

**IV. Staff-Hour & Fee Summary**

**A. Survey**

Task A.1 Topographic Survey for the Special ADA Design			
Survey V	1 hrs x \$179/hr	=	\$ 179
Survey IV	4 hrs x \$174/hr	=	\$ 696
Survey III	4 hrs x \$173/hr	=	\$ 692
Survey II	50 hrs x \$143/hr	=	\$ 7,150
Survey I	50 hrs x \$108/hr	=	\$ 5,400
CAD Manager	12 hrs x \$184/hr	=	\$ 2,208
			<u>\$16,325</u>
Task A.2 JULIE Coordination			
Survey III	24 hrs x \$173/hr	=	\$ 4,152
Task A.3 Geotechnical Investigation			
Rubino Engineering		=	<u>\$11,300</u>
	<b>Subtotal Task A</b>		<b>\$31,777</b>

**B. Phase 1 Engineering**

Task B.1 Field Reconnaissance			
Engineer V	30 hrs x \$185/hr	=	\$ 5,550
Engineer III	120 hrs x \$135/hr	=	<u>\$16,200</u>
			\$21,750
Task B.2 Phase I Report			
Engineer V	60 hrs x \$185/hr	=	\$11,100
Engineer III	220 hrs x \$135/hr	=	\$29,700
CAD II	160 hrs x \$135/hr	=	<u>\$21,600</u>
			\$62,400
	<b>Subtotal Task B</b>		<b>\$84,150</b>

**C. Phase 2 Engineering**

**Task C.1 Plans, Specifications and Estimates**

Engineer V	60 hrs x \$185/hr	=	\$11,100
Engineer III	230 hrs x \$135/hr	=	\$31,050
CAD Manager	150 hrs x \$184/hr	=	<u>\$27,600</u>
			\$69,750

**C.2 Rebuild Illinois Fund Technical Memo**

Engineer V	6 hrs x \$185/hr	=	\$ 1,110
Engineer III	24 hrs x \$135/hr	=	\$ 3,240
CAD Manger	12 hrs x \$184/hr	=	<u>\$ 2,208</u>
			\$ 6,558

**Subtotal Task C** **\$76,308**

**D. Meetings/Coordination**

Engineer VI	16 hrs x \$200/ hr	=	\$ 3,200
Engineer V	24 hrs x \$185/hr	=	\$ 4,440
Engineer III	24 hrs x \$135/hr	=	<u>\$ 3,240</u>
			<b>Subtotal Task D</b> <b>\$ 10,880</b>

Subtotal \$203,115  
Direct Costs \$500  
**Not-to Exceed Fee = \$203,615**

VILLAGE OF ALGONQUIN

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  \_\_\_\_\_

Title: President

Date: 7/18/2022

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal.....	210
Engineer VI .....	200
Engineer V.....	185
Engineer IV .....	155
Engineer III.....	135
Engineer I/II.....	110
Survey V.....	179
Survey IV .....	174
Survey III.....	173
Survey II.....	143
Survey I.....	108
Engineering Technician V.....	173
Engineering Technician IV.....	138
Engineering Technician III.....	120
Engineering Technician I/II.....	100
CAD Manager .....	184
CAD II.....	135
GIS Specialist III .....	146
GIS Specialist I/II.....	94
Landscape Architect .....	166
Landscape Designer I/II.....	94
Environmental Resource Specialist V .....	169
Environmental Resource Specialist IV .....	146
Environmental Resource Specialist III .....	110
Environmental Resource Specialist II.....	90
Environmental Resource Technician .....	114
Administrative.....	105
Engineering Intern .....	49

Updated March 29, 2022



**VILLAGE OF ALGONQUIN**  
**PUBLIC WORKS DEPARTMENT**

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

DATE: March 3, 2022

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Tree Removal Bid*

Bids were opened on August 3, 2022 for contracted tree removal services. There was 1 bidder on the program which was Landscape Concepts Management, Inc. out of Grayslake, IL coming in with a price of \$174,995.00. The bid tab and quantities are listed below:

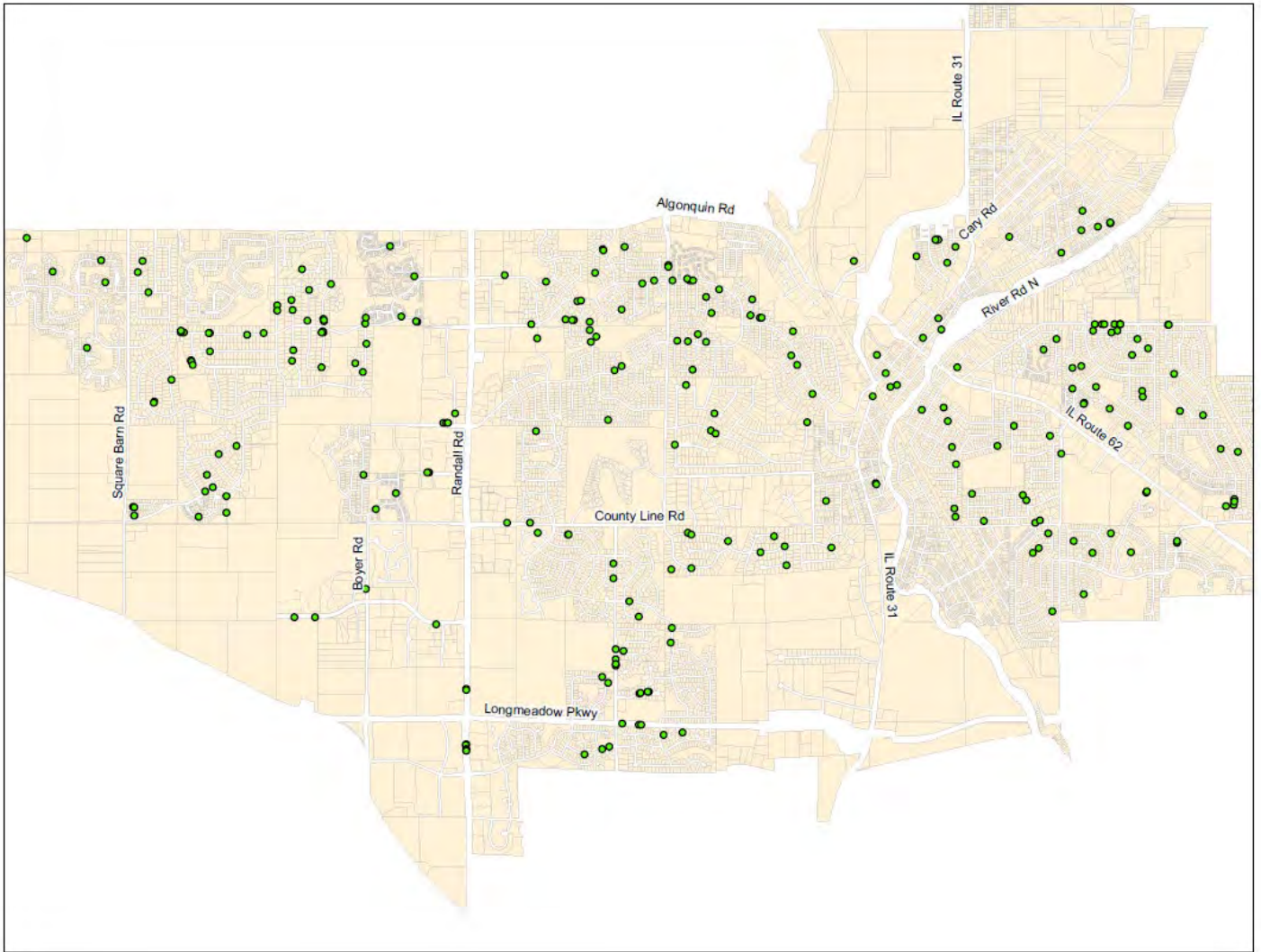
**Schedule for Single Bid**  
(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for <b>BASE BID</b>					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
1	TREE REMOVAL - 0"-6"	EACH	50	\$265.50	\$13,275.00
2	TREE REMOVAL - 6.1"-12"	EACH	50	\$400.00	\$20,000.00
3	TREE REMOVAL - 12.1"-18"	EACH	50	\$540.00	\$27,000.00
4	TREE REMOVAL - 18.1"-24"	EACH	50	\$1,000.00	\$50,000.00
5	TREE REMOVAL - 24.1"-30"	EACH	10	\$2,200.00	\$22,000.00
6	TREE REMOVAL - 30.1"-36"	EACH	3	\$6,600.00	\$19,800.00
7	TREE REMOVAL - 36.1" & OVER	EACH	3	\$6,600.00	\$19,800.00
8	EMERGENCY TREE REMOVAL	HOUR	16	\$195.00	\$3,120.00
Bidder's Proposal for <b>BASE BID</b>					\$174,995.00

Landscape Concepts was the contractor for our 2021/2022 winter tree pruning contract. Working with this company proved very successful and we were extremely pleased with their work and customer service. They currently provide tree removal services to several municipalities throughout the Chicagoland area and southern Wisconsin, including Park Ridge, Des Plaines, and Kenosha, and their references provided nothing but good feedback. There is also an option in this contract to renew services for an additional 2 years if both parties are satisfied with the arrangement.

The Motor Fuel Tax Fund budget includes \$100,000 for this work. Since this work of removing standing dead trees is a matter of public safety and Village aesthetics, we intend to authorize work to the full extent of the contract. We will find other moneys within the MFT budget that are unused, or will draft a supplemental resolution to use more of our MFT money on account with IDOT to cover the overage. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of tree removal services in the amount of \$175,995.00 to Landscape Concepts Management, Inc. for 2022 and further to authorize the Village Manager or his designee to sign an extension of this contract for an additional 2 years at the prices provided in the bid document.

A map of the locations of the proposed tree removals from our Cityworks Asset Management system is provided on the next page.







**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

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

DATE: August 4, 2021

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Port Edward Restaurant Potential Land Swap

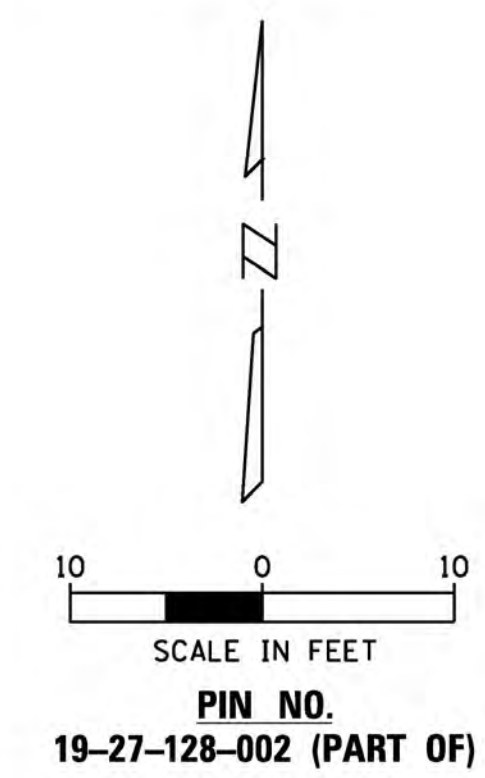
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For your consideration, I have included several documents regarding a potential land exchange with Port Edward Restaurant. For better than 30 years, Port Edward and the Village of Algonquin have been squatters on each other's properties. Port Edward using approximately 4500 square feet of the Riverfront Park lots for parking and boat docks, and the Village of Algonquin encroaching on about 250 square feet of Port Edward's property for electrical control boxes for the former Riverfront Lift Station and lighting for the park.

As an aside, in the past Port Edward has also donated two smallish triangles of property; one on the northeast corner of N. Harrison and Route 62 for traffic signal boxes, and one on the northwest corner of N. Harrison and Front Street for the purpose of landscaping and pedestrian seating and walkways.

Ziya, the General Manager of the restaurant recently approached me to discuss a land swap with the Village to make sure that the restaurant did not lose the parking and boat dock access, and to resolve the issues of encroachment on each entities property which would lower the potential for shared risk should an accident occur, or should the relationship between the Village and the business change, in any way.

Kelly Cahill has provided all of the legal documents attached to this memo that require approval by the Committee of the Whole and then must be executed by the Board of Trustees and the President. I recommend approval of this agreement.



**FRONT STREET**

**HARRISON STREET**  
60' RIGHT-OF-WAY

LOT 22

LOT 21

LOT 20

LOT 19

LOT 18

LOT 17

LOT 16

**FOX RIVER**

**LEGEND**

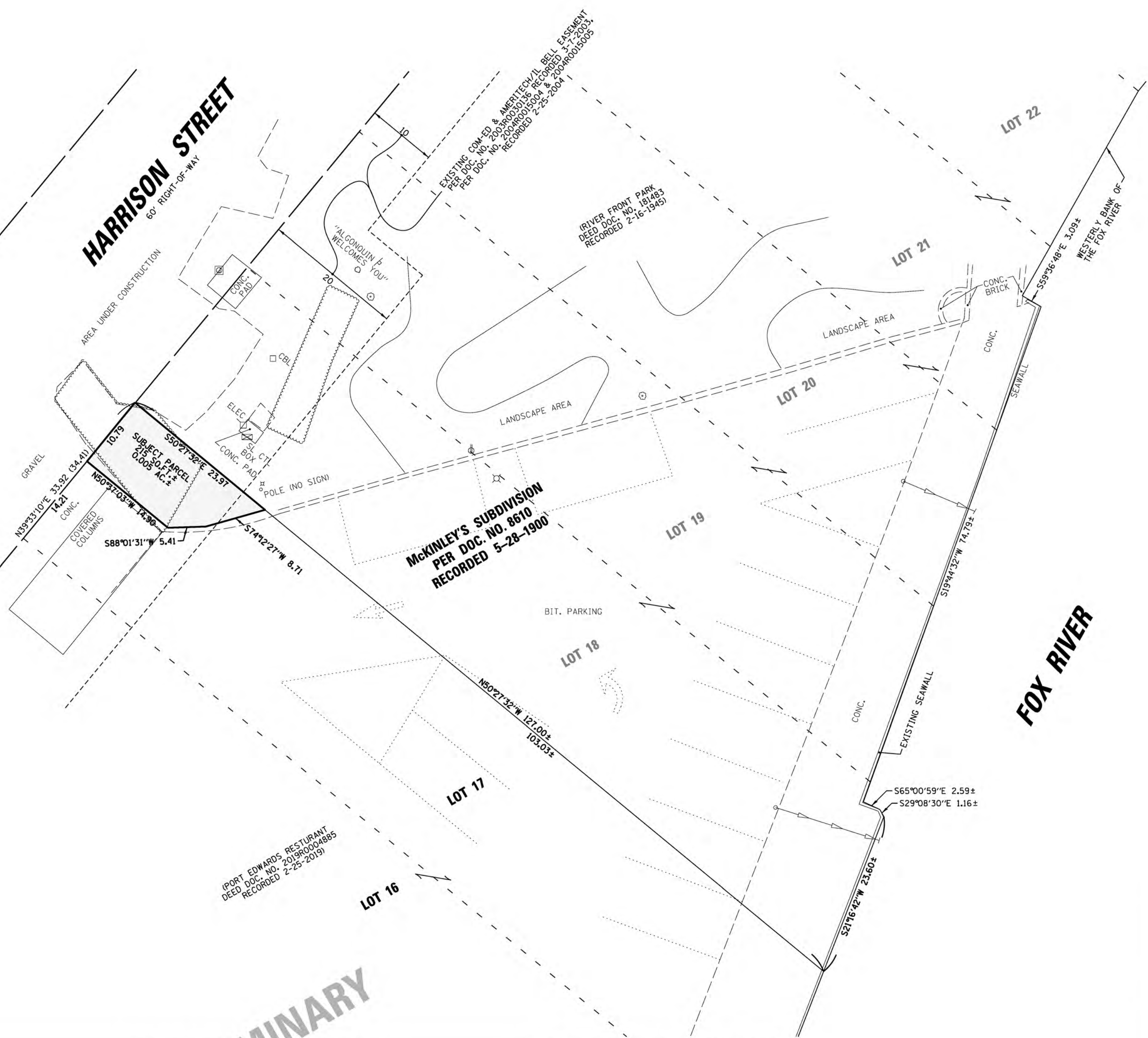
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|---------------------------------------|--------------------------|
| 00.00                                 | MEASURED                 |
| (00.00)                               | RECORD                   |
| — —                                   | SIGN                     |
| — — —                                 | PIPE CULVERT             |
| — — — —                               | DRAIN                    |
| — — — — —                             | GROUND LIGHT             |
| — — — — — —                           | SPLICE BOX               |
| — — — — — — —                         | METER                    |
| — — — — — — — —                       | JUNCTION BOX             |
| — — — — — — — — —                     | CONTROLLER BOX           |
| — — — — — — — — — —                   | BUSH                     |
| — — — — — — — — — — —                 | DECIDUOUS TREE           |
| — — — — — — — — — — — —               | EDGE OF PAVEMENT         |
| — — — — — — — — — — — — —             | PAINT STRIPING           |
| — — — — — — — — — — — — — —           | BUSH LINE                |
| — — — — — — — — — — — — — — —         | STORM SEWER              |
| — — — — — — — — — — — — — — — —       | PROPERTY LINE            |
| — — — — — — — — — — — — — — — — —     | R.O.W. LINE              |
| — — — — — — — — — — — — — — — — — —   | EASEMENT LINE            |
| — — — — — — — — — — — — — — — — — — — | ABANDONED/EXTENSION LINE |

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. CONTRACTOR/DEVELOPER SHALL NOTIFY J.U.L.I.E. AT 1-800-892-0123 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

**SURVEYOR NOTES:**

1. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID".
2. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
3. PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
4. THIS SURVEY IS BASED ON FIELD WORK PERFORMED ON 7-29-2021.

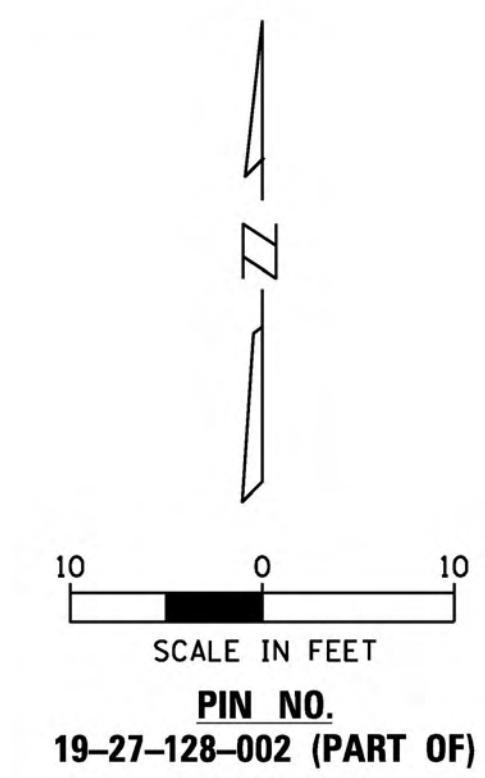


**CHRISTOPHER B. BURKE**  
ENGINEERING, LTD.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

**LAND ACQUISITION EXHIBIT**  
IN  
VILLAGE OF ALGONQUIN, ILLINOIS  
PREPARED FOR  
VILLAGE OF ALGONQUIN

CALC.	KJR	PROJECT NO.
DWN.	AJK	070273.00155
CHKD.	KJR	SHEET 1 OF 1
SCALE:	1" = 10'	DRAWING NO.
DATE:	08-19-2021	ACQ070273.155V

**PRELIMINARY**



**FRONT STREET**

**HARRISON STREET**  
60' RIGHT-OF-WAY

LOT 22

LOT 21

LOT 20

LOT 19

LOT 18

LOT 17

LOT 16

**FOX RIVER**

**LEGEND**

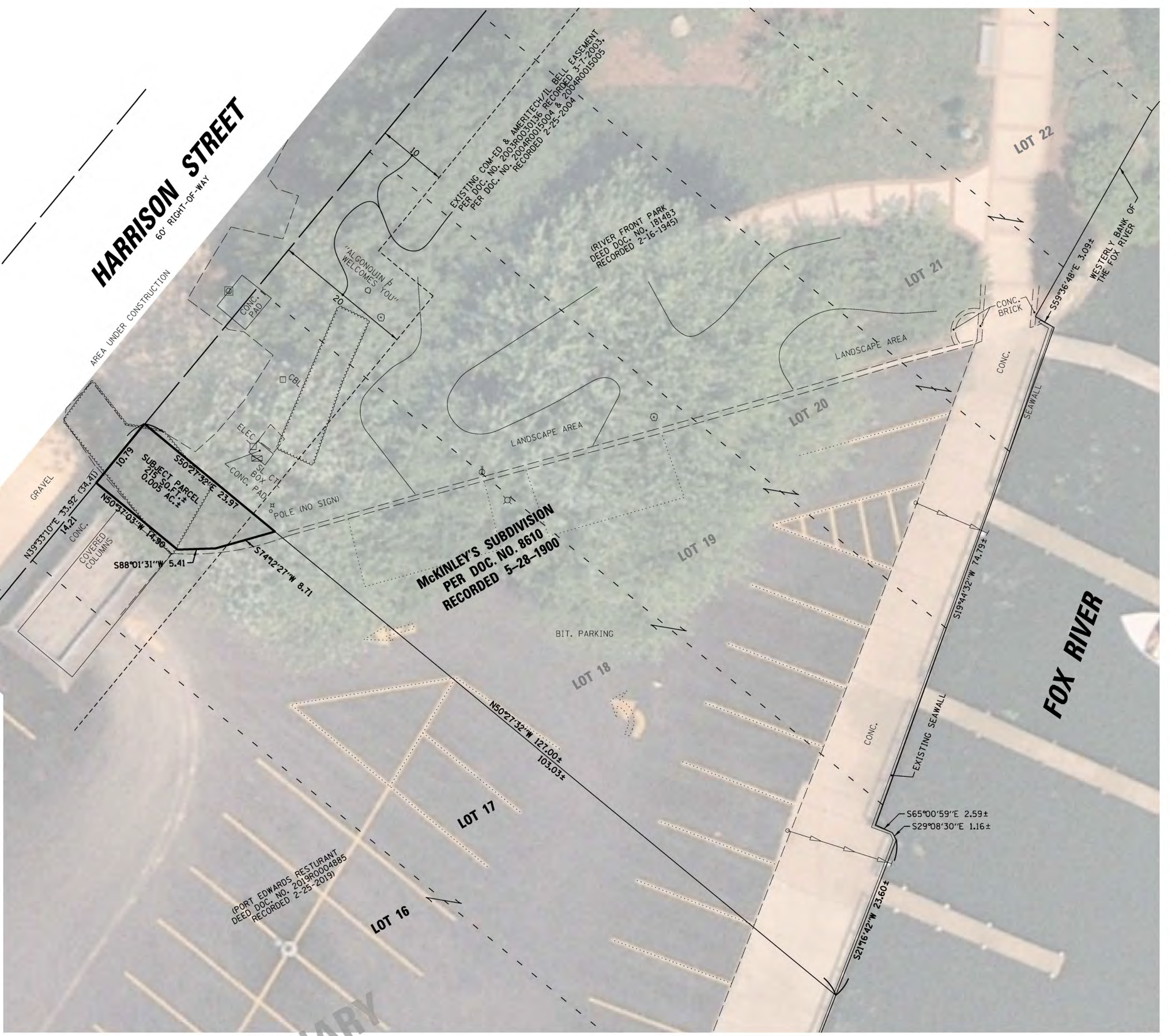
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|---------|--------------------------|
| 00.00   | MEASURED                 |
| (00.00) | RECORD                   |
| — —     | SIGN                     |
| —P—     | PIPE CULVERT             |
| —D—     | DRAIN                    |
| —G—     | GROUND LIGHT             |
| —S—     | SPLICE BOX               |
| —M—     | METER                    |
| —J—     | JUNCTION BOX             |
| —C—     | CONTROLLER BOX           |
| —B—     | BUSH                     |
| —D—     | DECIDUOUS TREE           |
| —E—     | EDGE OF PAVEMENT         |
| —P—     | PAINT STRIPING           |
| —B—     | BUSH LINE                |
| —S—     | STORM SEWER              |
| —P—     | PROPERTY LINE            |
| —R—     | R.O.W. LINE              |
| —E—     | EASEMENT LINE            |
| —A—     | ABANDONED/EXTENSION LINE |

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. CONTRACTOR/DEVELOPER SHALL NOTIFY J.U.L.I.E. AT 1-800-892-0123 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

**SURVEYOR NOTES:**

1. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID".
2. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
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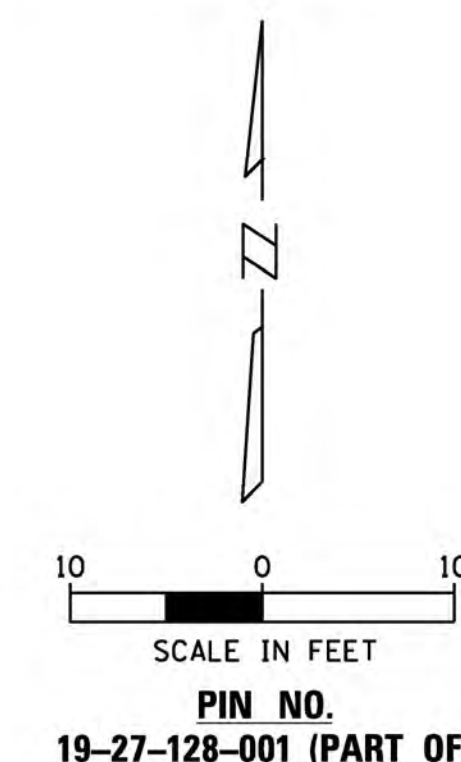
**CB BURKE**  
**CHRISTOPHER B. BURKE**  
ENGINEERING, LTD.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

**LAND ACQUISITION EXHIBIT**  
IN  
VILLAGE OF ALGONQUIN, ILLINOIS  
PREPARED FOR  
VILLAGE OF ALGONQUIN

CALC.	KJR	PROJECT NO.
DWN.	AJK	070273.00155
CHKD.	KJR	SHEET 1 OF 1
SCALE:	1" = 10'	DRAWING NO.
DATE:	08-19-2021	ACQ070273.155V

REVISED: 08-23-2021

N:\ALGONQUIN\070273\070273.00155\SURVEY\ACQ070273.155V.SUR



**FRONT STREET**

**HARRISON STREET**  
60' RIGHT-OF-WAY

LOT 22

LOT 21

LOT 20

LOT 19

LOT 18

LOT 17

LOT 16

**FOX RIVER**

**MCKINLEY'S SUBDIVISION**  
PER DOC. NO. 8670  
RECORDED 5-28-1900

SUBJECT PARCEL  
4,829 SQ. FT. ±  
0.111 AC. ±

PORT EDWARDS RESTAURANT  
DEED DOC. NO. 2019R0004885  
RECORDED 2-25-2019

EXISTING COM-ED & AMERTECH/L BELL EASEMENT  
PER DOC. NO. 2003R0001016 RECORDED 3-1-2003  
PER DOC. NO. 2004R0015004 & 2004R0015005  
RECORDED 2-23-2004

RIVER FRONT PARK  
DEED DOC. NO. 181483  
RECORDED 2-16-1945

**LEGEND**

- |                                       |                          |
|---------------------------------------|--------------------------|
| 00.00                                 | MEASURED                 |
| (00.00)                               | RECORD                   |
| — —                                   | SIGN                     |
| — — —                                 | PIPE CULVERT             |
| — — — —                               | DRAIN                    |
| — — — — —                             | GROUND LIGHT             |
| — — — — — —                           | SPLICE BOX               |
| — — — — — — —                         | METER                    |
| — — — — — — — —                       | JUNCTION BOX             |
| — — — — — — — — —                     | CONTROLLER BOX           |
| — — — — — — — — — —                   | BUSH                     |
| — — — — — — — — — — —                 | DECIDUOUS TREE           |
| — — — — — — — — — — — —               | EDGE OF PAVEMENT         |
| — — — — — — — — — — — — —             | PAINT STRIPING           |
| — — — — — — — — — — — — — —           | BUSH LINE                |
| — — — — — — — — — — — — — — —         | STORM SEWER              |
| — — — — — — — — — — — — — — — —       | PROPERTY LINE            |
| — — — — — — — — — — — — — — — — —     | R.O.W. LINE              |
| — — — — — — — — — — — — — — — — — —   | EASEMENT LINE            |
| — — — — — — — — — — — — — — — — — — — | ABANDONED/EXTENSION LINE |

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**SURVEYOR NOTES:**

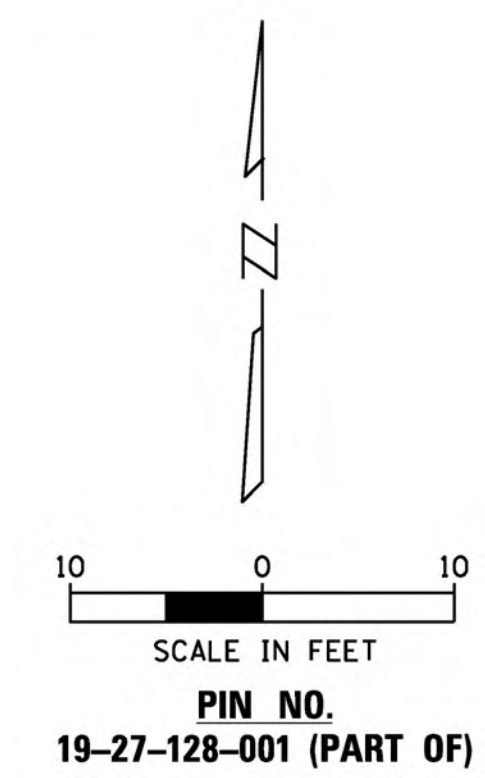
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- THIS SURVEY IS BASED ON FIELD WORK PERFORMED ON 7-29-2021.

**CHRISTOPHER B. BURKE**  
ENGINEERING, LTD.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

**LAND ACQUISITION EXHIBIT**  
IN  
VILLAGE OF ALGONQUIN, ILLINOIS  
PREPARED FOR  
VILLAGE OF ALGONQUIN

CALC.	KJR	PROJECT NO.
DWN.	AJK	070273.00155
CHKD.	KJR	SHEET 1 OF 1
SCALE:	1" = 10'	DRAWING NO.
DATE:	08-19-2021	ACQ070273.155P

**PRELIMINARY**



**FRONT STREET**

**HARRISON STREET**  
60' RIGHT-OF-WAY

LOT 22

LOT 21

LOT 20

LOT 19

LOT 18

LOT 17

LOT 16

**FOX RIVER**

**MCKINLEY'S SUBDIVISION**  
PER DOC. NO. 8610  
RECORDED 5-28-1900

SUBJECT PARCEL  
4,829 SQ. FT. ±  
0.111 AC. ±

BIT. PARKING

AREA UNDER CONSTRUCTION

TRIVER FRONT PARK  
DEED DOC. NO. 151483  
RECORDED 2-16-1945

EXISTING COM-ED & AMERTTECH/IL BELL EASEMENT  
PER DOC. NO. 2003R00015016 RECORDED 3-7-2003;  
PER DOC. NO. 2003R00015004 & 2004R00015005  
RECORDED 2-23-2004

PORT EDWARDS RESTAURANT  
DEED DOC. NO. 2015R0004885  
RECORDED 2-23-2019

**LEGEND**

- |         |                          |
|---------|--------------------------|
| 00.00   | MEASURED                 |
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| P       | SIGN                     |
| — —     | PIPE CULVERT             |
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REVISED: 08-23-2021

N:\ALGONQUIN\070273\070273.00155\SURVEY\ACQ070273.155P.SUR

**AGREEMENT**  
**by and between**  
**EDMUND S. WOLOWIEC TRUST DATED MAY 12, 1999**  
**and**  
**THE VILLAGE OF ALGONQUIN**

This Agreement (“Agreement”) is entered into on this \_\_\_\_ day of August, 2022 by and between the Village of Algonquin (the “Village”), an Illinois municipal corporation, and Edmund S. Wolowiec, as Trustee of the Edmund S. Wolowiec Trust dated May 12, 1999 (the “Trust”).

WHEREAS, the Village represents to the Trust that the Village is the sole owner of record of the following property:

THAT PART OF LOTS 18, 19, 20 AND 21 IN McKINLEY’S SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 34 AND SOUTHWEST QUARTER OF SECTION 27 IN TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1900, AS DOCUMENT NO. 8610 IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 18, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF SOUTH 50 DEGREES 27 MINUTES 32 SECONDS EAST A DISTANCE OF 23.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 74 DEGREES 12 MINUTES 27 SECONDS EAST, 111.93 FEET TO A POINT ON THE WESTERLY BANK OF THE FOX RIVER; THENCE SOUTH 59 DEGREES 36 MINUTES 48 SECONDS EAST, 3.09 FEET MORE OR LESS TO THE NORTHEAST CORNER OF A CONCRETE SEAWALL ON SAID WESTERLY BANK OF THE FOX RIVER; THENCE SOUTH 19 DEGREES 44 MINUTES 32 SECONDS WEST, 74.79 FEET MORE OR LESS ALONG THE SOUTHEASTERLY FACE OF SAID CONCRETE SEAWALL; THENCE SOUTH 65 DEGREES 00 MINUTES 59 SECONDS EAST, 2.59 FEET MORE OR LESS ALONG SAID SOUTHEASTERLY FACE; THENCE SOUTH 29 DEGREES 08 MINUTES 30 SECONDS EAST, 1.16 FEET MORE OR LESS ALONG SAID SOUTHEASTERLY FACE; THENCE SOUTH 21 DEGREES 16 MINUTES 42 SECONDS WEST, 23.60 FEET MORE OR LESS ALONG SAID SOUTHEASTERLY FACE TO A POINT ON SAID SOUTHWESTERLY LINE OF LOT 18; THENCE NORTH 50 DEGREES 27 MINUTES 32 SECONDS WEST, 103.03 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.111 ACRES, MORE OR LESS (the “Village Property”).

The Village Property is depicted in Exhibit A attached hereto.

WHEREAS, the Trust represents to the Village that it is sole owner of the following property:

THAT PART OF LOT 17 IN McKINLEY’S SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 34 AND SOUTHWEST QUARTER OF SECTION 27 IN TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1900, AS DOCUMENT NO. 8610 IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINING 0.005 ACRES OR 215 SQUARE FEET, MORE OR LESS (the "Trust Property").

The Trust Property is depicted in Exhibit B attached hereto.

NOW, THEREFORE, for good and valuable consideration received, the parties agree as follows:

1. **Recitals.** The parties agree that the recitals set forth above, including but not limited to the representations therein, are hereby incorporated into this Agreement by this reference.

2. **Exchange of Properties.**

a. The Village agrees to convey the Village Property to Edmund S. Wolowiec, as Trustee of the Edmund S. Wolowiec Trust dated May 12, 1999 through a warranty deed subject to a reservation of a ten-foot wide permanent utility easement in favor of the Village, rights of the public, the State of Illinois, and the Village for any portion utilized for a public road, a reservation of a three-foot wide road maintenance easement, rights of utilities as well as any existing recorded easements, and a right of first refusal in favor of the Village in and over the Village Property as well as property taxes arising after the conveyance of the deed.

b. Edmund S. Wolowiec, as Trustee of the Edmund S. Wolowiec Trust dated May 12, 1999 agrees to convey the Trust Property to the Village of Algonquin through a warranty deed subject only to 2022 property taxes and property taxes arising thereafter.

c. Each of the parties agree to cooperate with the other by executing such additional documentation to effectuate the transactions contemplated here and to enable the other party to obtain a title insurance policy.

3. **Right of First Refusal In and Over the Village Property.** If for any reason the Trust or an assignee and each successor in interest to all or any part of the Village Property intends to sell or convey all or any part of the Village Property, the Village will have the right of first refusal ("Right of First Refusal") for the purchase of the Village Property as set forth herein.

The Trust and/or its assignee and each successor in interest to all or any part of the Village Property shall notify the Village in each instance that it has received a written offer to acquire all or any portion of the Village Property that it intends to accept and provide a complete copy of the offer to the Village. The





To Trust: Edmund S. Wolowiec, Trustee  
Edmund S. Wolowiec Trust dated May 12, 1999  
20 W. Algonquin Road  
Algonquin, IL 60102

8. **Time is of the Essence.** The Parties agree that time is of the essence relative to the terms and conditions of this Agreement.

9. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns.

10. **Recordation.** This Agreement shall be recorded with the McHenry County Recorder's Office.

VILLAGE OF ALGONQUIN,  
an Illinois municipal corporation

EDMUND S. WOLOWIEC TRUST DATED  
MAY 12, 1999

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Edmund S. Wolowiec, as Trustee

STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edmund S. Wolowiec, as Trustee of the Edmund S. Wolowiec Trust dated May 12, 1999, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Notary Public  
{SEAL}

STATE OF ILLINOIS                    )  
                                                  ) SS.  
COUNTY OF McHENRY                )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the VILLAGE OF ALGONQUIN, an Illinois municipality and unit of local government, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, and the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
{SEAL}

# WARRANTY DEED

## PREPARED BY:

Kelly Cahill  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014

## MAIL TO and NAME AND ADDRESS

### OF TAXPAYER:

Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

THE GRANTOR, EDMUND S. WOLOWIEC, as Trustee of the EDMUND S. WOLOWIEC TRUST DATED MAY 12, 1999, for and in consideration of **TEN DOLLARS**, in hand paid, conveys and warrants to the VILLAGE OF ALGONQUIN, a municipal corporation, of the Counties of McHenry and Kane, State of Illinois, the following described real estate situated in the County of McHenry, State of Illinois, to-wit:

THAT PART OF LOT 17 IN MCKINLEY'S SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 34 AND SOUTHWEST QUARTER OF SECTION 27 IN TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1900, AS DOCUMENT NO. 8610 IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 17; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 17, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF SOUTH 50 DEGREES 27 MINUTES 32 SECONDS EAST A DISTANCE OF 23.97 FEET; THENCE SOUTH 74 DEGREES 12 MINUTES 27 SECONDS WEST, 8.71 FEET; THENCE SOUTH 88 DEGREES 01 MINUTES 31 SECONDS WEST, 5.41 FEET; THENCE NORTH 50 DEGREES 37 MINUTES 03 SECONDS WEST, 14.90 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 17; THENCE NORTH 39 DEGREES 33 MINUTES 10 SECONDS EAST, 10.79 FEET ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois

SUBJECT TO: GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE AT THE TIME OF CLOSING, COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD, BUILDING LINES AND EASEMENTS, IF ANY, SO LONG AS THEY DO NOT INTERFERE WITH THE CURRENT USE AND ENJOYMENT OF THE PROPERTY.



# WARRANTY DEED

## PREPARED BY:

Kelly Cahill  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014

## MAIL TO and NAME AND ADDRESS

### OF TAXPAYER:

Edmund S. Wolowiec Trust Dated May 12, 1999  
20 W. Algonquin Road  
Algonquin, IL 60102

THE GRANTOR, VILLAGE OF ALGONQUIN, a municipal corporation created and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, for and in consideration of **TEN DOLLARS**, in hand paid, and pursuant to authority given by the Board of Trustees of said corporation, conveys and warrants to EDMUND S. WOLOWIEC TRUST DATED MAY 12, 1999, of the County of McHenry, State of Illinois, the following described real estate situated in the County of McHenry, State of Illinois, to-wit:

THAT PART OF LOTS 18, 19, 20 AND 21 IN MCKINLEY'S SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 34 AND SOUTHWEST QUARTER OF SECTION 27 IN TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1900, AS DOCUMENT NO. 8610 IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

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Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois

SUBJECT TO: GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE AT THE TIME OF CONVEYANCE, RESERVATION OF A TEN-FOOT WIDE PERMANENT UTILITY EASEMENT IN FAVOR OF THE VILLAGE, RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, AND THE VILLAGE FOR ANY PORTION UTILIZED FOR A PUBLIC ROAD, A RESERVATION OF A THREE-FOOT WIDE ROAD MAINTENANCE EASEMENT, RIGHTS OF UTILITIES AS WELL AS ANY EXISTING RECORDED EASEMENTS, AND A RIGHT OF FIRST REFUSAL IN FAVOR OF THE VILLAGE IN AND OVER THE VILLAGE PROPERTY.

Permanent Index No: Part of 19-34-128-001

Address: Part of Lots 18, 19, 20 and 21 in McKinley’s Subdivision, Harrison Street, Algonquin, IL 60102

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its President, Debby Sosine, this \_\_\_\_\_ day of August, 2022.

GRANTOR:  
VILLAGE OF ALGONQUIN

By \_\_\_\_\_  
Debby Sosine, Village President

STATE OF ILLINOIS            )  
                                          )ss  
COUNTY OF MCHENRY        )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Debby Sosine, personally known to me to be the President of the Village of Algonquin, authority given by the Board of Trustees of said corporation, as her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_(SEAL)

EXEMPT UNDER PROVISIONS OF  
PARAGRAPH \_\_\_\_\_, Section 31-45,  
Real Estate Transfer Tax Law

\_\_\_\_\_  
Signature of Buyer, Seller or Representative

DATE: \_\_\_\_\_



Village of Algonquin  
Police Department



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

DATE: April 8, 2022  
To: Tim Schloneger, Village Manager  
FROM: John Bucci, Police Chief  
SUBJECT: Kane County IGA ~ Animal Control Services

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Attached please find the Intergovernmental Agreement between the Village of Algonquin and Kane County for animal control services. The renewal will be for a two year period as previous agreements have been.

I respectfully request the Committee of the Whole consider this request and forward it to the Village Board for approval.



**AGREEMENT FOR ANIMAL CONTROL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the COUNTY OF KANE, a body politic and corporate, and the \_\_\_\_\_, an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate, duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the \_\_\_\_\_ ("Municipality") is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with select animal control services, including but not limited to pick-up and housing of straying dogs running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability at Kane County Animal Control ("Animal Control"), located at 4060 Keslinger Road, Geneva, IL, (the "Facility") the Kane County; and

WHEREAS, All cruelty or animal related investigations are the responsibility of the municipality in incorporated areas and Kane County Animal Control agrees to provide advice for such cases where requested. Kane County Animal Control is tasked with the primary responsibility for any and all handling of these types of cases in unincorporated Kane County; and

WHEREAS, all requests for service must be made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality. All Municipalities without police at all hours will provide Kane County Animal Control with an after-hours person to be contacted for approval; and

WHEREAS, the parties have a mutual interest in long term planning for straying animal control services in Kane County; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THEREFORE the COUNTY OF KANE and the \_\_\_\_\_ do hereby agree as follows:

**Section 1. Incorporation of Recitals.**

The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

**Section 2. Pickup Service Provided.**

Upon a request made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality, Animal Control will provide pickup service for straying dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

**Section 3. Complaint Calls - Response.**

The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, to assist the Municipality's police department (or appropriate Municipal officials if no police department exists), for barking dogs, dogs running at large, and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on **Exhibit A**. In the event that a call is placed to the Kane County Animal Control Department for pickup services after the hours of 8 pm on weekdays and all day on weekends, the Municipality shall make its best effort to contact the Kane County Animal Control Department to advise of any call offs as soon as possible in the event of an owner reclaiming a lost animal or other similar event. The foregoing is meant to eliminate the need for Kane County Animal Control Department staff to travel and incur unnecessary expenses during non-working hours. Additionally, in the event the Municipality does not have a police department, the Municipality shall provide Kane County Animal Control with contact information for individuals who may be contacted outside of normal business hours who shall have authority to make determinations concerning the use of services under this Agreement. Should the Kane County Animal Control Department face unexpected budgeting concerns rendering the services described herein impossible to provide at the fees described herein, upon formal written notice by the Kane County Animal Control Administrator, the parties may renegotiate the financial terms of this Agreement. If the parties are unable to reach an agreement as to such renegotiation, any party may cancel this Agreement upon 30 days' written notice.

**Section 4. Vicious or Dangerous Dogs.**

The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs at the Municipality's request. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

**Section 5. Invoices for Services.**

Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

**Section 6. Termination of prior Agreements; Waiver of Fees.**

Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

**Section 7. Fees and Charges to Individual Owners.**

Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

**Section 8. Effective Date; Termination.**

This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until \_\_\_\_\_ (1 year from date approved) with two one-year renewal options. The Municipality shall notify the county in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

**Section 9. Additional Agreements.**

The Parties agree to meet to work towards a long term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality. The Municipality shall provide the Administrator of Kane County Animal Control with the names and telephone contact information of no fewer than two individuals at the Municipality who shall serve as the point of contact for issues relating to this Agreement, logistical issues, and billing concerns.

In order to best educate the public about the procedures for reporting straying animals and in an effort to reduce time or confusion associated with such calls for assistance, the parties agree to publish a statement on their respective websites explaining the correct steps for members of the public to take when reporting a straying animal. Each Party shall provide a hyperlink to the

website of the other, in order to direct users to the proper point of contact. The statement posted should contain similar language to the following:

Depending on where you live in Kane County, you may be served by your local animal control facility, your police department, a state agency, or Kane County Animal Control. In order to handle your concern in the most efficient manner, first determine whether you live in an incorporated or unincorporated area of Kane County to make sure you contact the appropriate agency first.

If you live in an incorporated village, town, or city:

For concerns, complaints, and stray animals, contact your police department or town hall first. The police will handle the matter, and will contact Kane County Animal Control for assistance when necessary. If you are a resident of Elgin or Aurora, please contact your city's animal control facility first.

If you live in an unincorporated area of Kane County:

Your concerns, complaints and stray animal control are handled by Kane County Animal Control. Please call 630-232-3555.

**Section 10. Service Provision Subject to Shelter Capacity.**

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the County for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

**Section 11. Indemnification.**

The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents, and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane County's services or facilities provided pursuant to this Agreement, except as to claims of

negligence, intentional, willful or wanton acts committed by the County and its officers, agents and, employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

**Section 12. Notices.**

Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

Main To  
Animal Control Administrator  
Kane County Animal Control  
4060 Keslinger Rd.  
Geneva, IL 60134

**With a copy to:**  
County of Kane

Kane County Government Center  
719 South Batavia Avenue - Building A - 2nd Floor Geneva, IL 60134  
Attention: County Board Chairwoman

**With a copy to:**  
States Attorney, Chief of the Civil Division  
100 South Third Street, 4th Floor  
Geneva, IL 60134

**If to the Municipality:**

**After Hours (8pm – 6:59am weekdays and weekends) Contact for Municipality:**

Until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

**Section 13. Severability.**

If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the

remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

**Section 14. Entire Agreement of the Parties.**

This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

**Section 15. Binding Effect; Successors' Assignment.**

This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

**COUNTY OF KANE**

By: \_\_\_\_\_  
Corinne Pierog County Board Chairman

ATTEST: \_\_\_\_\_  
John A. Cunningham  
Kane County Clerk

**MUNICIPALITY**

## 2022 Kane County Fee Schedule for Municipalities

<b>Service</b>	<b>2022 Fee</b>
Pick up per animal (7:00am - 7:59pm)	<b>\$20.00</b>
Pick up charge group of small animals, evictions only	<b>X</b> -See Eviction
Boarding per animal/per day/Maximum charge \$70	<b>\$12.00</b>
Vaccination for distemper per animal	<b>\$12.00</b>
Euthanasia per dog/cat animal ≤ 30 pounds	<b>\$35.00</b>
Euthanasia per dog/cat animal > 30 pounds	<b>\$55.00</b>
Rabies observation (includes euthanasia fee) ≤ 30 pounds	\$150.00
Rabies observation (includes euthanasia fee) > 30 pounds	\$175.00
Specimen pick up	<b>\$50.00</b>
Specimen prep	<b>\$60.00</b>
Eviction - cost includes pickup charges and 7 Day MAX boarding (Per Animal)	<b>\$110.00</b>
After Hours Pick up (8:00pm - 6:59am)	<b>\$175.00</b>
After Hours Call Out with NO PICKUP (8:00pm - 6:59am)	<b>\$100.00</b>
<b>Average cost per stray animal impounded</b>	<b>\$116.00</b>

