

**COMMITTEE OF THE WHOLE
FEBRUARY 21, 2023
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:45 P.M.**

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

AGENDA

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
- 3. Community Development**
 - A. Consider an Agreement with SAFEbuilt for Permit Review Services
- 4. General Administration**
 - A. Consider a Residential Lease Agreement for 5615 Edgewood Drive
 - B. Consider the Flashlight Egg Hunt Public Event on March 10th in Towne Park
 - C. Consider the Egg Hunt Public Event on April 1st in Towne Park
 - D. Consider the Touch a Truck Public Event on May 6th in Towne Park
 - E. Consider the 2023 Summer Concert Series on Thursdays, June 22 through August 10 from 7:00-8:30 pm in Towne Park and Waiving the Food Truck Restriction as well as the Restriction that Pertains to Alcoholic Liquor in the Park During the Duration of the Concerts.
- 5. Public Works & Safety**
 - A. Consider the Purchase of a Hydro-Excavating Truck
 - B. Consider an Agreement with Moore Landscapes for the 2023 Downtown Streetscapes Maintenance
 - C. Consider an Agreement with RES for the 2023 Natural Area Maintenance
 - D. Consider the Purchase of Two (2) Ford F550 Dump Trucks
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	February 21, 2023
<u>SUBMITTED BY:</u>	Jason Shallcross, AICP, Community Development Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	SAFEbuilt Building Permit Review Services

DISCUSSION:

The Village currently retains B&F Construction Code Services out of Elgin to perform building permit reviews on an “as-needed” basis. Staff is recommending approval of a similar contract with SAFEbuilt, Illinois, LLC. Parent company SAFEbuilt, LLC operates out of 28 states, including Illinois, and supports more than 300 local organizations nationwide. We believe that changing our building permit review consultant to SAFEbuilt will result in reviews that are more accurate, completed faster, and potentially at a lower cost to the applicant.

The costs of consultant building permit reviews are varied and “pass-through” in nature. The permittee reimburses the Village of Algonquin for the costs we incur to pay outside consultants up-front for the reviews necessitated by said applicant before permits are issued.

RECOMMENDATION:

Approval of a professional services agreement with SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, to provide building permit review services.

ATTACHMENTS:

- Consultant Purchase Order
- SAFEbuilt, Illinois, LLC Contract

VILLAGE OF ALGONQUIN PURCHASE ORDER AGREEMENT - CONSULTANT (Services)

Effective Date: March 7, 2023

Purchase Order Agreement No. _____

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

Project: Village of Algonquin, Professional Consulting Services For <u>Building Permit Review</u>	Location: Village of Algonquin
Originating Department: Village of Algonquin Community Development	
Owner	Consultant
Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Michele Zimmerman, Assistant Public Works Director Phone: 847-658-2754, ext. 4401 Email: mzimmerman@algonquin.org	Name: SAFEBUILT, LLC Address: 444 N. CLEVELAND, SUITE 444 LOVELAND, CO 80537 Contact: JOE DEROSA, CRO Phone: 312-339-0436 Email: JDEROSA@SAFEBUILT.COM

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

COST OF WORK: The Contract Price of the Work under this Agreement is:

Lump Sum: _____ Other: VARIED; PASSTHROUGH Unit Price as set forth below: _____

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
\$ VARIES	VARIES	Professional Consulting Services for BUILDING PERMIT REVIEW	VARIED; PASSTHROUGH

Unless otherwise specified, the Scope of the Work and Contract Price are for the duration of Project.

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date, if any, is N/A, 20 .

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

SAFEBUILT, LLC _____ **(Consultant):**

VILLAGE OF ALGONQUIN

By: _____

By: _____

Its: _____

Its: DEBBY SOSINE, VILLAGE PRESIDENT

Dated: _____

Dated: _____

**VILLAGE OF ALGONQUIN
STANDARD TERMS AND CONDITIONS - CONSULTANT**

- 1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Consultant's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Consultant unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.
- 3. Familiarity with Plans; Qualifications:** Consultant acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant's services under this Agreement. Consultant represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant is solely responsible for its own and its employees' activities in the performance of the work/services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Consultant's, or Consultant's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.
- 5. Extra's and Change Orders:** No claim by Consultant that any instructions, by drawing or otherwise, constitute a change in Consultant's performance hereunder, for which Consultant should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the written mutual consent of the Parties.
- 8. Payment:** The Owner will make partial payments to the Consultant in accordance with **Schedule B** for services performed under this Purchase Order Agreement. Provided, however, in no event shall the Owner be obligated to pay Consultant any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall be in a form acceptable to the Owner and shall detail the dates worked, services performed, and where applicable, reimbursable expenses reasonably and directly incurred for such services. Consultant shall only be reimbursed for expenses shown on the attached Schedule B. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices approved and in compliance with this Agreement shall be paid by the Owner within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.
- 9. Consultant Obligations:** Consultant warrants to perform the services included in the Scope of Work (Schedule A) to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All services performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, as well as any additional requirements in the Schedules made a part of this Agreement.

10. Insurance:

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

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

10.3 Breach of this Section 10 is a material breach of this Agreement and shall subject this Agreement to immediate termination by Owner at Owner's discretion.

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

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

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

14. Compliance with Laws: During the performance hereunder, Consultant agrees to give all notices and comply with all laws and regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those laws and regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable laws and regulations, the Owner shall not be responsible for monitoring Consultant's compliance with any laws or regulations. Unless otherwise specifically provided in this Agreement, Consultant shall comply with laws or regulations directly regulating Consultant services and the Owner shall comply with all laws or regulations imposed upon it.

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

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

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

18. **Assignment:** Neither party shall assign this Agreement without written consent of the other.

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

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

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

**SCHEDULE A to Village of Algonquin
Purchase Order Agreement No. _____**

Scope of Work/Services – Consultant Services

VOA: _____

EEl: _____

**SCHEDULE B to Village of Algonquin
Purchase Order Agreement No. _____**

Contract Price – Consultant Services

VOA: _____

_____ : _____

**SCHEDULE C to Village of Algonquin
Purchase Order Agreement No. _____**

Insurance Requirements – Consultant Services

Required Insurance:

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

1. **Workers Compensation.** Consultant shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

2. **Commercial General Liability.** Consultant shall provide commercial general liability insurance to cover the liabilities of Consultant, its affiliates, independent contractors, and subcontractors, arising out of the Consultant's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. This insurance, including insurance provided under a commercial umbrella policy, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, the Owner.
 - a. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to the Owner, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Consultant shall provide the Owner with immediate notice of any cancellation. Consultant shall provide evidence of such insurance, in the form of an insurance certificate, prior to commencement of the Work or services under this Agreement.
 - b. Additional Insured. Such insurance shall name the Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
 - c. Waiver of Subrogation. Consultant waives all rights against the Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement. Consultant shall obtain a subrogation waiver in favor of the Owner from its insurer.
 - d. Continuing CGL Coverage. Consultant shall maintain commercial general liability insurance for at least three (3) years following the earlier termination or the completion of this Agreement or the completion of the Work or services under this Agreement and all authorized extensions thereof.

3. **Business Automobile Insurance.** Consultant shall provide business auto liability insurance to cover the liabilities of Consultant, its affiliates, independent contractors, and subcontractors, arising out of Consultant's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Consultant waives all rights against the Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Consultant this Agreement or under any applicable auto physical damage coverage.

VOA: _____

_____:

4. **Professional Liability Insurance.** Consultant shall obtain professional liability insurance for claims arising from its performance of professional services under this Agreement, which shall be written for not less than \$3,000,000.00 per claim and \$5,000,000.00 in the aggregate. Such insurance shall include prior acts coverage sufficient to cover all services rendered by the Consultant's sub-consultants or contractors. This coverage shall be continued in effect for two years after the completion of its Work or services.

Evidence of Insurance.

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

General Insurance Provisions

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

VOA: _____

_____:

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

Supplemental Terms and Conditions

VOA: _____

_____ :

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF ALGONQUIN, ILLINOIS
AND SAFEbuilt ILLINOIS, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Village of Algonquin, Illinois, (“Municipality”) and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Consultant may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice to Municipality, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. Municipality may terminate this Agreement effective immediately for cause and upon ninety (90) days written notice to Consultant without cause. In case of such termination, whether with or without cause, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information

technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, but may not assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without ten (10) days prior written notice to Municipality. Consultant may not subcontract any or all of the services to its Affiliates without prior written approval from Municipality. Consultant may not subcontract any or all of the services to other third parties without prior written approval from Municipality. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

For any subcontractor approved by the Municipality, Consultant shall include provisions in its Subcontract which impose obligations on subcontractors that are consistent with the obligations imposed on Consultant under this Agreement, as those terms are applicable to the Work being performed by the Subcontractor, including but not limited to insurance, indemnification, and all performance and service level requirements.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of, or material breach of any obligation under this Agreement by, Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The required insurance must be written by a company approved to do business in the State of Illinois with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government,

setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Jason Shallcross, Community Development Director Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102 Email: jasonshallcross@algonquin.org	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

23. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

24. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

25. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

26. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

27. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality’s charter and code of ordinances, state or federal statute, case law or ethical principles.

28. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Illinois, without regards to its choice of laws provisions. Venue of a cause of action arising from or in connection with this Agreement shall be in McHenry County, Illinois

29. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Gary Amato, CAO
SAFEbuilt Illinois, LLC

Date

Signature
Village of Algonquin, Illinois

Date

Name and Title
Village of Algonquin, Illinois

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
STANDARD PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within		5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days 10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less
EXPEDITED COMMERCIAL PLAN REVIEW	Five (5) day turnaround – 1.5X hourly rate Three (3) day turnaround – 2X hourly rate		

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Plan Review Services <ul style="list-style-type: none">• Residential and Commercial	\$115.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$156.00 per hour – one (1) hour minimum
Expedited Commercial Plan Review	Five (5) day turnaround – 1.5X hourly rate
	Three (3) day turnaround – 2X hourly rate

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements to the extent necessary for the Consultant to perform their services. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Data access
 - List of reports and outputs

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VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: February 16, 2023

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: Residential Lease Addendum | 5615 Edgewood Drive

Attached is a lease addendum for the 5615 Edgewood Drive property, which is currently leased to Matthew Mozola (“Tenant”). The tenant has expressed interest in extending the lease term.

The attached addendum will be retroactive to January 16, 2023 and will be for a two-year term with monthly rent increasing by \$25/month each year. All other terms from the 2022 agreement remain in place.

Staff recommends approval of the addendum by Resolution at the Village Board meeting on March 7, 2023.

VILLAGE OF ALGONQUIN, ILLINOIS

2023 - R - ____

**A RESOLUTION APPROVING ADDENDUM TO THE
RESIDENTIAL LEASE AGREEMENT WITH MATTHEW MOZOLA**

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

WHEREAS, on January 18, 2022, the Village of Algonquin (the “Village”) entered into a residential lease agreement with Matthew Mozola (the “Tenant”) for Tenant to lease from the Village the property located at 5615 Edgewood Road, Algonquin, Illinois (the “Lease”); and

WHEREAS, both the Village and Tenant have requested to amend the term of the Lease and the payment of rent in the form attached hereto as Exhibit A (the “Addendum”);

WHEREAS, it is in the best interests of the Village that said Addendum be approved.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, Kane and McHenry Counties as follows:

SECTION 1: That the Addendum to the Lease attached hereto as Exhibit A is hereby approved and the Village Manager is hereby authorized and directed to execute on behalf of the Village.

Passed this ____ day of _____, 2023.

(SEAL)

ATTEST:

APPROVED:

Village Clerk Fred Martin

Village President Debby Sosine

ADDENDUM TO RESIDENTIAL LEASE AGREEMENT #2

Dated: March 7, 2023

The Residential Lease Agreement dated January 18, 2022, having been mutually agreed to by both parties, pertaining to 5615 Edgewood Road, Algonquin, Illinois, by and between the VILLAGE OF ALGONQUIN, (the "Landlord"), and MATTHEW MOZOLA (the "Tenant"), is herewith affirmed and modified as follows:

1. The Lease described above is remains effective through January 15, 2023.

2. The following terms apply:

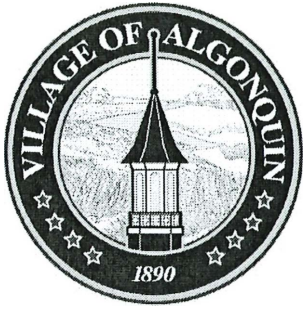
TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described premises together with any and all appurtenances thereto, for a term of Two (2) year, such term beginning on January 16, 2023, but in any event ending no later than January 15, 2025. Unless either party notifies the other party with 30 days' written notice prior to the expiration of the then Two (2)-year term, the lease of the Premises by the Tenant, and the term of this Agreement shall automatically extend for another year.

PAYMENT OF RENT: Tenant will pay to Landlord, without any prior demand and without any deduction or set off whatsoever, "Rent" equal to \$850.00 per calendar month commencing on February 15, 2023 (the "Initial Rent Date") and on the 15th day of each month thereafter for the remainder of the Term. After the first twelve (12) months of the Term, the Rent due from Tenant shall be adjusted annually (each such date being hereinafter referred to as a "Rent Adjustment Date") during the Term and shall be determined by increasing the Rent each year by \$25.00 each month.

3. All other terms of the Residential Lease Agreement shall remain in full force with no other changes and/or alterations.

THE FOREGOING TERMS AND CONDITIONS OF THIS ADDENDUM IS ACKNOWLEDGED AND AGREED TO ON BEHALF OF THE LANDLORD AND TENANT LISTED BELOW:

LANDLORD: THE VILLAGE OF ALGONQUIN, an Illinois municipal corporation By: _____ Name: <u>Debby Sosine</u> Its: Village President	TENANT: MATTHEW MOZOLA By: _____ Name: <u>Matthew Mozola</u>
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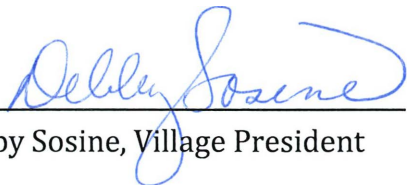
2022 - R - 14
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Matthew Mazola for a Residential Lease Agreement for Leasing of the Edgewood Property, attached hereto and hereby made part hereof.

DATED this 18th day of January, 2022



APPROVED:



Debby Sosine, Village President

ATTEST:



Fred Martin, Village Clerk

Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 18th day of January, 2022, by and between VILLAGE OF ALGONQUIN, (hereinafter referred to as "Landlord") and MATTHEW MOZOLA (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property situated in McHenry County, Illinois, such real property having a street address of 5615 Edgewood Road, Algonquin, Illinois 60102 (hereinafter referred to as the "Premises");

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

~~WHEREAS~~, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of one year, such term beginning on JANUARY 18, 2022, but in any event ending no later than JANUARY 15, 2023. Unless either party notifies the other party with 30 days' written notice prior to the expiration of the then one-year term, the lease of the Premises by the Tenant, and the term of this Agreement shall automatically extended for another year.
2. **PAYMENT OF RENT.** Tenant will pay to Landlord, without any prior demand and without any deduction or set off whatsoever, "Rent" equal to \$825.00 per calendar month commencing on JANUARY 18, 2022 (the "Initial Rent Date") and on the 15th day of each month thereafter for the remainder of the Term. After the first twelve (12) months of the Term, the Rent due from Tenant shall be adjusted annually (each such date being hereinafter referred to as a "Rent Adjustment Date") during the Term and shall be determined by increasing the Rent each year by \$25.00 each month.

2.1 **Additional Rent.** In addition to Rent, Tenant will pay to Landlord all other amounts due under this Lease, all of which will be considered additional rent ("Additional Rent"). Tenant is responsible for all of the obligations which are normally imposed on the owner and occupant of real estate, unless specifically expressly provided for otherwise herein, and the Rent is to be absolutely net to Landlord, without deductions or offsets of any nature. In no event will there be any abatement or reduction in the rentals required under this Lease.

In the event that there are any property taxes assessed against the Premises for such time that Tenant is leasing the Premises, Tenant shall be responsible for paying same or reimbursing the Village if the Village pays such property taxes. In addition, Tenant shall

be responsible for all interior and exterior maintenance of the Premises. The Village will be responsible for maintaining all major appliances, the furnace, and central air (but not window unit) on the Premises. The Village will be responsible for mowing and landscape maintenance of the Premises.

2.2 Late Payments. If any amount payable by Tenant to Landlord under this Lease is not paid when due, such amount will bear interest from and after the due date at a monthly rate equal to 5% (the "Default Rate") in addition to the late charge provided herein.

3. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
4. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
5. **INSURANCE.** Tenant shall procure, at its cost, and maintain during the Term general liability insurance and extended coverage of not less than \$300,000. Such insurance will be primary, non-contributory, written by a company or companies authorized to engage in the insurance business in the State of Illinois and approved by Landlord, and will name Landlord, or its lender or mortgagee at Landlord's option, as loss payee. No policy of insurance furnished to Landlord pursuant to this Lease may be cancelled on less than thirty (30) days prior written notice by certified mail to Landlord. Any certificate of insurance provided to Landlord by Tenant shall reflect this cancellation restriction. Tenant must list Landlord as additional insured on Landlord's general liability policy with respect to leased premises and the adjoining ways. A certificate of insurance or declaration page shall be provided listing the Landlord as additional insured at the beginning of the Term annually. Tenant shall also secure, at its cost, renter's insurance covering its contents within the Premises in an amount of no less than \$100,000 and provide a certificate evidencing same with the Landlord.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
9. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
10. **MAINTENANCE AND REPAIR; RULES.** Except as otherwise expressly set forth herein, Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - (g) Keep all air conditioning filters clean and free from dirt;
 - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

- (i) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by any homeowners' association having control over them.

11. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

12. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

13. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

14. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
15. **ANIMALS.** Tenant shall be entitled to keep no more than two domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of Two hundred and fifty DOLLARS (\$ 250.00) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the Premises.
16. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
17. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
18. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
19. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any

manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

20. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including reasonable attorneys' fees and costs.
21. **NO RECORDING OF AGREEMENT.** Tenant shall not record this Agreement. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
22. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois.
23. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
24. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
25. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
26. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
27. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
28. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
29. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:	Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102
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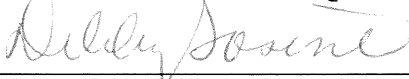
If to Tenant to: Matthew Mozola

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. In addition, Landlord may provide notice to Tenant by posting notice upon the front door of the Premises.

30. **ADDENDUM INCORPORATED IN THE LEASE.** The parties agree that the Addendum attached hereto is hereby incorporated into this Lease by this reference.

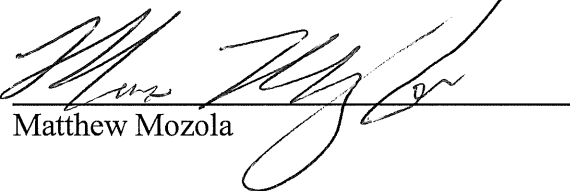
As to Landlord this 18th day of January, 2022.

LANDLORD: VILLAGE OF ALGONQUIN

By: 
Its: Debby Sosine - Village President

As to Tenant, this 29th day of January, 2022.

TENANT: MATTHEW MOZOLA


Matthew Mozola

ADDENDUM TO CONTRACT

This addendum with all the provisions and conditions contained herein is hereby attached to and becomes part of the Lease and the content is provided as follows:

1. Lessee shall park no more than 2 vehicles(s) in designated parking areas and not on the grass. The vehicle must in running condition and up to date with local and state laws. MM
2. NO PARTIES. MM
3. Lessee shall not engage in any repair or maintenance of any motor vehicles in the parking areas. MM
4. Lessee shall not use larger than 4-penny nails in walls to hang pictures. No hanging planters shall be suspended from the ceiling. MM
5. No clothes drying is allowed on porches, banisters, railing, etc. The lessee shall keep the yard, balconies, porches free of toys and other items. MM
6. Lessee shall also be liable for any and all repairs which can be facilitated by an expenditure of \$10.00 or less such as light bulbs, furnace filters, etc. MM
7. Lessee understands and agrees that the security deposit CANNOT be used as rent at any time. MM
8. The Lessee agrees to clean the entire apartment including all kitchen appliances (this includes behind and under appliances), kitchen cabinets, bathrooms, closets, cabinets, etc., upon termination of lease, or the cost of same will be deducted from security deposit at \$15 per hour per person plus any other cleaning services and/or supplies. MM
9. Waived. MM
10. The Lessee shall return all keys and provide a forwarding address and phone number when the keys are returned to expedite the process of refunding security deposit. MM
11. The Lessee understands and agrees that no signs (for rent, apartment sale, garage sale, "Miller Lite", etc.) or attachments are allowed on premises without Lessor's prior written approval. MM
12. RETURNED CHECKS. If checks are returned for ANY reason there will be a \$35.00 charge in addition to any late charges. All remaining rents to be paid in CASH. MM
13. The Lessee understands and agrees that there is a \$175.00 a month charge for each additional person that lives at this unit without the Lessor's approval. At the time of this contract, there will be 2 ADULTS and 0 children. MM
14. The Lessee shall not unduly disturb their neighbor(s). The Lessee also understands that he or she is responsible for the conduct of their children and/or guest (invited or uninvited). MM
15. The Lessee shall keep all common doors closed and secure. MM
16. The Lessee understands that he/she is responsible for the purchase of "Renter's Insurance". MM
17. Waive MM
18. The Lessor knows of no lead paint within the unit but must advise the Lessee that the building was built prior to 1978 and may contain lead paint. Lead from paint, paint chips, and dust can pose health hazards if not take care of properly. Lead exposure is especially harmful to young children and pregnant women. For more information you may go to <http://www.epa.gov/lead/pubs/leadpdf.pdf> MM
19. The Lessee shall notify the Lessor of any and all hazards within a reasonable amount of time. MM
20. Fire and CO Alarms. The Tenant is responsible for the working condition of the alarms. They must be kept in operation and the batteries must be replaced by the Tenants, at their expense, when necessary. If the fire alarms fail to work, the tenant must inform us (the Landlord) the next business day. MM

Debbie Sosine
Lessor

[Signature]
Lessee

DATE: January 18, 2022

DATE: 1/18 1/24/22



Village of Algonquin

The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager
FROM: Katie Gock, Recreation Superintendent
DATE: February 14, 2023
SUBJECT: Recreation Spring Events

Algonquin Recreation is organizing the following community events for this upcoming spring:

- **Flashlight Egg Hunt** on Friday, March 10 in Towne Park starting at 7:00p;
- **Daytime Egg Hunt** on Saturday, April 1 in Towne Park starting at 10:00a;
- **Touch-a-Truck** event on Saturday May 6 in the Towne Park Parking lot starting at 10:00a. The first hour of the Touch a Truck (10-11a) will be sensory friendly with no lights, horns or sirens.

Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village. In addition, staff is requesting a waiver to invite a food vendor pursuant to Section 34.12 of the Algonquin Municipal Code, to sell food and drink products during the Saturday, May 6 Touch a Truck event.

If you agree, please forward this to the Village Board for their consideration at their next meeting. Please do not hesitate to contact me with any questions.

CC: Michael Kumbera, Assistant Village Manager
Dennis Walker, Chief of Police



Village of Algonquin

The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager
FROM: Katie Gock, Recreation Superintendent
DATE: February 16, 2023
SUBJECT: 2023 Algonquin Summer Concerts

A summer time favorite for many residents and visitors are the Summer Concerts. The concerts are held in Towne Park and will begin June 22 running through August 10 from 7:00-8:30p. Kindly review the 2023 lineup:

Date	Band Name	Music Type
June 22	Starlight City	Pop/Dance/Rock/Top 40's
June 29	Pino Farina Band	Alternative/Classic Rock
July 6	Chicago Experience	Tribute to Chicago
July 13	Classical Blast	Classical meets Rock
July 20	<i>Johnny Russler Beach Band*</i>	<i>Beach/Island</i>
July 27	Heartache Tonight	Eagles Tribute
August 3	Whiskey Romance	Country
August 10	LP Vinyl	Classic Rock

**July 20 concert to be held at Spella Park as part of the Founders' Day Festival.*

Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village, including concerts and musical performances. In addition, staff is proactively requesting a waiver to invite a food vendor pursuant to Section 34.12 of the Algonquin Municipal Code, to sell food and drink products during the Thursday evening concerts at Towne Park. Finally, pursuant to Section 11.04 of the Municipal Code the department is seeking a wavier as it pertains to alcoholic liquor only during the duration of the concerts.

If you agree, please forward this to the Village Board for their consideration at their next meeting. Please do not hesitate to contact me with any questions.

CC: Michael Kumbera, Assistant Village Manager
Dennis Walker, Chief of Police



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: February 16, 2023

TO: Michael Kumbera, Assistant Village Manager
Michele Zimmerman, Acting Public Works Director
Jason Schutz, Utilities Superintendent

FROM: Michael Reif, Internal Services Supervisor

SUBJECT: Purchase of Hydro Excavating Truck

Staff is recommending a purchase of a new hydro-excavating truck to add to our fleet as part of the FY 23/24 budget.

Current Operation: The Village currently owns a Vactor combination sewer cleaning truck that is shared between both the Wastewater and Utilities divisions. Both divisions use the machine 4-5 days a week. The Vactor is designed primarily as a sewer cleaning machine that has hydro excavating capabilities. The Wastewater division uses the machine to clean sewer lines and lift stations, which is what this machine is primarily designed to do. The Utilities division uses the Vactor for hydro excavating for B-box repairs, watermain repairs and any other digging that needs to be done around town.

Limitations: While Vactor is designed to hydro excavate it is very hard on the machine. Whereas a dedicated hydro excavator is designed to do this work with stronger suction tubes, reinforced steel in areas of the debris body where the rocks mud and debris enter and stronger suction capabilities.

Reduced Useful Life: Hydro excavation shortens the lifespan of the Vactor significantly. With the current use of the Vactor in this way the machine would be scheduled for replacement this year. with the purchase of a hydro excavating machine the life of the Vactor can be extended up to approximately 8 years.

Recommendation: The Utilities division demoed 3 hydro excavating machines focusing on 3 major parameters, performance, ease of use and, safety. The RamVac HX-12 from Brown Equipment Company was superior in all 3 categories. Staff recommends the Village purchase the Ram Vac HX-12 from Brown Equipment Company for the price of \$512,036.00. This price includes a \$31,000 discount as part of the Village's cooperative purchasing process with the State. Staff was also able to secure an additional \$5,000 discount for taking immediate delivery of this equipment. Financially, we are able to make this purchase using fund balance in the current fiscal year, and if approved, we would simply remove the expense from the proposed FY 23/24 budget.



Brown Equipment Company
 2501 S Kentucky Ave
 Evansville IN 47714
 Ph:800-747-2312
 www.brownequipment.net

Vehicle Quote

#Q05995-2
 2/10/2023

Bill To

Algonquin
 510 Meyer Dr
 Algonquin IL 60102
 United States

Ship To

TOTAL

\$512,036.00

Sales Rep: Shane Albert

Expires	PO #	Quote Information	Shipping Method
3/12/2023			CUSTOM CARRIER

Item	Description	Qty	Price	Extended Price
SEWER-HX-12-TA	Please Find Description at bottom of the page	1	\$548,914.00	\$548,914.00

Subtotal	\$548,914.00
Discount Item	\$-36,878.00
Tax (0%)	\$0.00
Total	\$512,036.00



Q05995-2



Brown Equipment Company
 2501 S Kentucky Ave
 Evansville IN 47714
 Ph:800-747-2312
 www.brownequipment.net

Vehicle Quote

#Q05995-2
 2/10/2023

Item	Description
SEWER-HX-12-TA	<p>RamVac HX-12 WO#9290 VIN (LAST 4 DIGITS) 9176 Sourcewell Pricing, Available for Immediate Delivery Freightliner 122SD Chassis Detroit Diesel 450 HP Engine Allison Transmission 4400 CFM Blower 1300 gal Duraprolene Water Tank 8" Vacuum Hose system Hydraulic Powered Water Pump Via Transmission PTO Drive 18" HG vacuum rating Cyclone Separator Heavy Duty Final Filter Box Water Pressure Display Vacuum Enhancer 400,000 BTU Water Heater LED D.O.T. approved lighting Directional Discharge System 2.5" Hydrant Fill system w/ 25' hose Hydrostatic Blower Drive via rear PTO Air Purge Valve, Recirculation (4) 8" x 6' Extension Tubes Wash Station (5) Quick Clamps 8" Hydro Excavation circuit 75' of 3/8" Hose w/ retractable reel (1) 8" x 6' Digging Tube NEMA 4 Control Panel Wireless Remote Control Hour Meter 330° Working Radius Washdown Gun Kit & Nozzle Boom Reach - 18' extendable to 23' (1) Hydrant Wrench 12 cubic yards (2500 gl) Debris Tank Debris Level Indicator Shroud encloses all water components (1)</p> <p>Paper Owner's Manual Hydraulic Dump, 50° Dump Angle (Cylinder) 80,000 BTU Compartment Heater Fold Down Pipe Rack Roll Up Doors Debris Tank Flush Heated Equipment Locker Hydraulic Powered Open/Close Rear Door Upgrade to Aluminum Shroud Polar Pack insulation System Anti-Freeze System (10 Gallon Tank) 2" Water Fill 'Y' Strainer Upgrade to High Capacity Water Pump (18 GPM @ 2500 PSI) Vacuum Breaker Central Lubrication System Body Vibrator (12 Volt Electric) Boom Catwalk (Access to Entire Length of Boom, Located on Driver Side, Complete with Tether Tie-Off's) LED Strobe Light (Factory Standard) LED Arrow Stick (Factory Standard) Boom Mounted Work Lights (2) Body Mounted Work Lights (2) on Shroud Handheld Wireless 12v/110v Rechargeable LED Spotlight Air Purge Winterizations System (Powered by Chassis) Rear Back up Camera System W/ 7" Color Monitor Mounted in Cab Additional Paper Operator's Manual USB Operator's Manual Additional 1 year blower warranty (2 total), subject to semi annual BEC or Sewer Equipment Inspection. Sewer University (2 day mechanics training) Decant Screen Installed</p>

Company/Agency: _____

Name(Printed): _____

Title: _____

Signature: _____

Date: _____

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.



Q05995-2



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: February 16th, 2023
TO: Tim Schloneger, Village Manager
FROM: Brad Andresen, Village Ecologist/Horticulturist
SUBJECT: 2023 Downtown Streetscape Landscape Maintenance

In January of this year, Public Works requested pricing from our current contractor, Moore Landscapes for continued maintenance and annual plant installations within the Algonquin downtown streetscape area for the 2023 growing season.

The Village of Algonquin has contracted with Moore Landscapes for multiple years to conduct the annual maintenance of the downtown streetscape planting beds, urns, and hanging baskets. This work includes maintenance, fertilization, spring cleanup, fall cleanup, pruning and annual plant rotations within the downtown area.

We recommend to approve the Moore Landscapes proposal titled “Landscape Maintenance Contract 2023” for a total of \$119,994.00. Public works has been very happy with the quality of work completed on the downtown landscape maintenance by Moore in previous years and believe they deliver a quality product at a reasonable price.

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 the Downtown Streetscape Landscape Maintenance for the 2023 growing season to Moore Landscapes for \$119,994.00.

Village of Algonquin

Landscape Maintenance Contract 2023

Wednesday, January 17, 2023





Date: 1/17/2023
Village of Algonquin
110 Meyer Dr.
Algonquin, IL 60102

Village of Algonquin
Vince Kilcullen
110 Meyer Dr.
Algonquin , IL 60102
Phone: (847) 658 2754 ext. 4411
Email: vkilcullen@algonquin.org

Prepared By: Logan Lowry
Email: llowry@moorelandscapes.com
Phone: 847-722-6898
Fax: 847-205-9157
Opp# 19308

Landscape Maintenance Contract 2023

Description

Total \$

Recurring Maintenance

Recurring Maintenance

\$51,436.00

Mowing and Edging. Cut existing turf areas to 3" to 4" in height, weather permitting, during periods of active growth. The removal of incidental trash, sticks, and debris from turf areas is included in this service. Additional charges will apply for excessive litter we must remove before performing the included operations. Examples of excessive litter include areas near dumpsters where trash escapes, filled trash bags next to dumpsters, loose packing materials, oversize items like discarded tires/furniture and discarded tobacco products. Excess grass clippings will be removed from turf areas, and blown off walks and curbs. Specialized mulching blades may be utilized to control excess clippings during times of extreme growth or consistent leaf debris. If clippings need to be removed from turf areas or bagged, this service will be proposed separately or expressly written into the contract. Mowing equipment will be kept in proper condition. Blades will be sharpened regularly to prevent the tearing of turf. Turf areas near signs, fences, and other obstructions will be trimmed with a line trimmer. Trimming near parked vehicles or any type of permanent glass may not be completed for liability purposes. Power edging of curbs, drives, and walks will be performed if turf is consistently growing onto the hard surfaces. Weed Control. Remove by hand or mechanically unwanted, existing, annual and/or perennial plants. Apply herbicides at the contractor's discretion in an attempt to permanently kill invasive weed growth. Expansion joints and crevices in hardscaped areas are included in this service unless expressly written otherwise. Weed control for pavement and concrete surfaces in poor condition may be separately proposed and result in additional costs to the client. Clean-Up. After each maintenance visit, areas including turf, planting beds, and hard surfaces near either of the previously mentioned will be left clean and debris hauled away. This service does not include extensive cleaning of stained hardscapes or any permanent structures.

Bed Fertilization

Bed Fertilization

\$200.00

Apply a balanced, slow-release fertilizer in all applicable plant beds in spring.

PreEmerge

Pre-Emergent

\$79.00

Apply a granular, pre-emergent herbicide to all applicable plant beds to help prevent targeted annual and perennial weeds.

Clean-ups

Spring Cleanup

\$1,652.00

Remove litter and landscape debris from turf, planting beds, and all other applicable, exterior areas. Cut back all designated perennial and shrubs to appropriate heights according to proper horticultural practices. Haul away debris.

Fall Cleanup

\$1,268.00

Remove leaf debris from all applicable turf, planting bed, and hardscape areas. Cut back designated perennials to appropriate height. Haul away debris.

Pruning

Pruning Shrubs, Groundcovers and Perennials

\$1,802.00

Prune designated shrubs, groundcovers, and perennials to maintain proper shape and promote new growth. Plant material will be pruned at the time most beneficial to its flowering and growth habits. Pruning efforts will be focused on the current year's growth, but at times old wood may be removed at the contractor's discretion. Rejuvenation and/or structural pruning is not included in this service and will be proposed separately. Clean work area and haul away debris.

Seasonal Planter Rotations

Seasonal Annuals - Spring Urns

\$6,223.00

Furnish and install spring flowers in 20 urns

<u>Seasonal Annuals - Spring Bridge Planters</u>	\$2,582.00
Furnish and install Spring flowers in 4 raised planters at bridge	
<u>Seasonal Annuals - Summer Urns</u>	\$4,943.00
Furnish and install Summer flowers in 20 urns	
<u>Seasonal Annuals - Summer Bridge Planters</u>	\$2,271.00
Furnish and install Summer flowers in 4 raised planters at bridge	
<u>Seasonal Annuals - Winter Urns</u>	\$8,419.00
Furnish and install winter décor in 20 urns	
<u>Seasonal Annuals - Winter Bridge Planters</u>	\$3,233.00
Furnish and install Winter Décor in 4 raised planters at bridge	
 <u>Seasonal Hanging Basket Rotations</u>	
<u>Seasonal Annuals - Summer Hanging Baskets</u>	\$19,699.00
Furnish and install summer annuals in (40) large Downtown hanging baskets & (74) #10 pots at Riverfront light poles.	
<u>Seasonal Annuals - Winter Hanging Baskets</u>	\$16,187.00
Furnish and install winter decor in (40) large Downtown hanging baskets	
Total Contract Amount	
	\$119,994.00
 Optional Services	
River Front Summer Urn Installation	\$3,931.00
Furnish and install Summer flowers in 19 Riverfront urns	
Additional (18) Summer #10 Hanging Baskets	\$2,707.00
Furnish & Install (18) Summer flower installations in #10 Anderson pots to specified light poles	
Seasonal Annuals - Fall Bridge Planters	\$1,643.00

Furnish and install Fall flowers in 4 raised planters at bridge

Season Annuals - Fall Urns

\$5,595.00

Furnish and install Fall annuals in 20 urns

Mulch - Hardwood

\$1,074.00

Furnish and install shredded, hardwood mulch to all designated planting beds. Clean work area and haul away debris.

\$14,950.00

Terms & Conditions

This AGREEMENT is made by and between MOORE LANDSCAPES, LLC, an Illinois corporation (hereinafter referred to as "Contractor") and Village of Algonquin (hereinafter referred to as "Client").

WITNESSETH

WHEREAS, Contractor is engaged in the business of landscape maintenance and related services and desires to furnish services to Client during the Contract Period as set forth below; and

WHEREAS, Client maintains and administers the property commonly known as Village of Algonquin, located in Algonquin, Illinois (hereafter referred to as the "Property") and;

WHEREAS, Client desires to avail itself of the services performed by Contractor on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Landscaping Services

1.01 Specifications for Landscape Work

A detailed list of specifications of the services to be performed under this Agreement (referred to as the "Landscape Work") is attached hereto as Exhibit A and by this reference is made a part hereof.

1.02 Scope of Work

The scope of the Landscape Work and related pricing will be reviewed and mutually adjusted as needed to reflect any changes due to construction and alteration projects.

2. Relationship, Maintenance Periods, Compensation and Billing.

2.01 Relationship

Contractor shall perform all services under this Agreement as an independent contractor and not as an employee, agent, joint venture or partner of Client. Neither Contractor nor Client has any authority to assume or create any obligation or responsibility, expressly or impliedly, on behalf of or in the name of the other party, or to bind the other party in any manner.

2.02 Landscape Maintenance Periods

Landscape Maintenance Period Each Year of the Contract: April 1 through November 30.

2.03 Compensation

(a) Base Maintenance Compensation

Contractor shall receive as and for its base compensation for the Landscape Work set forth in this Agreement the sum of \$119,994.00 , as itemized in the Maintenance Schedule attached hereto as Exhibit B. The base compensation shall be paid in monthly installments as outlined in the Payment Schedule for services, in accordance with section 2.04 below.

2.04 Billing

On the 1st of the month commencing April 1 and continuing through November 1 of each year of the Contract Period, Contractor shall present to Client its invoices for base monthly compensation (as provided in section 2.03 (a)). In addition, Contractor shall present Client its invoices for any and all additional services performed during the Contract Period (as provided in section 2.03 (b)). Such additional services shall be invoiced upon completion of the services or upon partial completion as mutually agreed by Contractor and Client. Client shall pay all of Contractor's invoices in a full within fifteen (15) days after receipt. Invoices not paid within the term of this contract will be subject to a 1 ½ % monthly finance charge (late fee).

3. Insurance

3.01 Coverage to be Obtained by Contractor

Contractor will carry the following minimum insurance coverage during the Contract Period:

Worker's Compensation: Statutory limits.

General Liability: \$1,000,000 per occurrence. (Includes products and completed operations.)
\$2,000,000 aggregate. (Includes products and completed operations)

Automobile: \$1,000,000 C.S.L.

Umbrella: \$5,000,000

4. Termination

4.01 Termination by Client

(a) Client may terminate this Agreement by giving not less than thirty (30) days prior written notice to Contractor stating that termination is being made under the provisions of this section 4.01, describing the specific causes for termination as provided below, and specifying the effective date of termination, if:

1. Contractor should repeatedly refuse or fail to supply properly skilled workmen or equipment or materials of the proper quality or quantity to perform the services specified in this Agreement;
2. Contractor should fail in any material respect to perform said services with sufficient promptness and diligence;
3. Contractor should disregard law, ordinances, governmental rules or regulations related to the performance of services under this Agreement; or
4. Contractor should repeatedly disregard instructions of Client or its authorized representative which are consistent with this Agreement;

provided, however, that the notice of termination shall be null and void if Contractor substantially corrects the causes for termination described in Client's written notice of termination within thirty (30) days after Contractor's receipt of such notice.

(b) In the event of termination by Client in accordance with section 4.01(a), Contractor shall be entitled to receive payment under this Agreement for all Landscape Work and additional services

performed through the termination date. Such payment shall be made pursuant to invoice to the Client from Contractor no later than fifteen (15) days after the termination date.

4.02 Termination by Contractor

Contractor may terminate this Agreement by giving not less than thirty (30) days prior written notice to Client stating that termination is being made under the provisions of this section and specifying the effective date of termination, if Client fails to make a payment due Contractor within thirty (30) days after its due date as set forth in paragraph 2.04. The rights and remedies of Contractor set forth in the Article shall not be exclusive and are in addition to all other rights and remedies of the Contractor.

5. Governing Laws

This Agreement shall be governed by the laws of the State of Illinois.

6. Contract Documents; Entire Agreement

The "Contract Documents" consist of this Agreement, the Specifications (Exhibit A) the Maintenance Schedule (Exhibit B). The Contract Documents constitute and set forth the entire agreement between Client and Contractor and supersede all prior agreements, understandings and representations, whether oral or written, relating to the subject matter of this Agreement.

7. Notices

- (a) Any notice to be given to Client hereunder shall be given by mailing same by United States mail, certified or registered mail, and addressed as follows:

Village of Algonquin
110 Meyer Dr.
Algonquin , IL 60102

- (b) Any notice to be given to Contractor hereunder shall be given by mailing same by United States mail, certified or registered mail, and addressed as follows:

MOORE LANDSCAPES, LLC
1869 Techny Road
Northbrook, IL 60025

IN WITNESS, WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives (named below).

TREE DISCLOSURE STATEMENT

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or seek additional advice.

Arborists cannot detect every condition that could possibly lead to structural failure of a tree or anticipate extreme weather events that could contribute to failure. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like any medicine, cannot be

guaranteed.

Treatment, pruning and removal of trees may involve considerations beyond the scope of the Arborists services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information provided.

Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

BASE PAYMENT SCHEDULE

SCHEDULE	PRICE
April	\$0.00
May	\$17,142.00
June	\$17,142.00
July	\$17,142.00
August	\$17,142.00
September	\$17,142.00
October	\$17,142.00
November	\$17,142.00
<hr/>	
	\$119,994.00

Agreement of Services

Entered this Date of Proposal: January 17, 2023

**Moore Landscapes, LLC
1869 Techny Road
Northbrook, IL 60062**

Between

AND

Village of Algonquin
110 Meyer Dr.
Algonquin, IL 60102

Total contract amount: **\$119,994.00**

Owner/ Agent

Moore Landscapes, LLC
1869 Techny Road
Northbrook, IL 60062

Company: _____

Address: _____

City: _____ **St.** _____ **Zip:** _____

Signature: *Logan Lowry*

Printed Name: Logan Lowry

By: Moore Landscapes, LLC

Date: January 18, 2023

Signature: _____

Printed Name: _____

PO Number: _____

Date: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: February 16th, 2023
TO: Tim Schloneger, Village Manager
FROM: Brad Andresen, Village Ecologist/Horticulturist
SUBJECT: 2023 Natural Area Maintenance

In January of this year, we sent out a request for quote to four qualified ecological contractors for natural area maintenance services for the 2023 growing season.

We received four quotes for completing the work:

Contractor	Base Quote Price
Resource Environmental Solutions	\$68,810.00
Baxter & Woodman NR	\$92,500.00
Cardinal State, LLC	\$103,790.00
ENCAP	\$113,950.00

We request approval for this contract in February so that the contractor has sufficient time to plan for the upcoming growing season.

The Village of Algonquin has a robust inventory of restored natural areas on Village-Owned property. These native ecosystems include restored prairie, savanna, woodland, wetland, and sedge meadow habitats. These habitats require specialized maintenance by qualified personnel on a regular basis to maintain a healthy balance of plant species and to combat the ever-present pressure of invasive species that will continually be a threat to the health of these areas.

We recommend to approve the RES proposal for 2023 natural area maintenance. The Village has a long history of working with the RES team and they have been able to provide quality work, good communication, and reasonable prices.

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 natural area maintenance services for the 2023 growing season to Resource Environmental Services for \$68,810.00

RES Great Lakes, LLC

2023 Natural Area Maintenance Bid Form

Base Bid: Spring 2023 Post-Burn Spot Herbicide

Site Name	Task	Acerage	Quantity	Trip Cost	Total Cost
Souwanas, Reach 2	Spring Post-Burn Spot Herbicide Visit	3.4	1 Trip	\$1,300.00	\$1,300.00
Spectrum Native Corridor	Spring Post-Burn Spot Herbicide Visit	5.1	1 Trip	\$1,500.00	\$1,500.00
Spella Sled Hill	Spring Post-Burn Spot Herbicide Visit	8	1 Trip	\$1,600.00	\$1,600.00
Spella Wetland	Spring Post-Burn Spot Herbicide Visit	88	1 Trip	\$10,800.00	\$10,800.00
Woods Creek: Spella Bridge to Woodcreek Ln	Spring Post-Burn Spot Herbicide Visit	16.2	1 Trip	\$3,500.00	\$3,500.00
Woods Creek: Northwest Bunker Hill Drive	Spring Post-Burn Spot Herbicide Visit	5.6	1 Trip	\$1,500.00	\$1,500.00
Woods Creek: Brookside Bridge	Spring Post-Burn Spot Herbicide Visit	2.1	1 Trip	\$800.00	\$800.00
Wood Park Detention	Spring Post-Burn Spot Herbicide Visit	0.5	1 Trip	\$490.00	\$490.00
Grand Reserve Detention	Spring Post-Burn Spot Herbicide Visit	4.9	1 Trip	\$1,400.00	\$1,400.00
Grand Reserve Prairie	Spring Post-Burn Spot Herbicide Visit	4.6	1 Trip	\$1,300.00	\$1,300.00
Winding Creek	Spring Post-Burn Spot Herbicide Visit	4.4	1 Trip	\$1,300.00	\$1,300.00
Algonquin Commons	Spring Post-Burn Spot Herbicide Visit	1.7	1 Trip	\$820.00	\$820.00
Totals					
12 sites	Total Post-Burn Spot Herbicide Visit	144.5		Subtotal	\$26,310.00

Base Bid: 2023 Growing Season Maintenance

Site Name	Task	Acerage	Quantity	Trip Cost	Total Cost
Arquilla Detention	Maintenance Visit	1.3	2 Trips	\$600.00	\$1,200.00
Falcon Ridge Nature Preserve	Maintenance Visit	6	2 Trips	\$1,500.00	\$3,000.00
Creeks Crossing	Maintenance Visit	19	3 Trips	\$3,000.00	\$9,000.00
Gaslight Park	Maintenance Visit	2	2 Trips	\$1,000.00	\$2,000.00
Surrey Lane Preserve	Maintenance Visit	5.9	2 Trips	\$1,500.00	\$3,000.00
Ratt Creek Tributary	Maintenance Visit	1.9	2 Trips	\$1,000.00	\$2,000.00
Winding Creek Corridor	Maintenance Visit	4.4	3 Trips	\$1,200.00	\$3,600.00
Towne Park Prairie	Maintenance Visit	4	3 Trips	\$1,400.00	\$4,200.00
Public Works	Maintenance Visit	1.8	2 Trips	\$800.00	\$1,600.00
Lawndale Park	Maintenance Visit	2.3	3 Trips	\$1,300.00	\$3,900.00
Totals					
10 Sites	Total Maintenance Sites	48.6		Subtotal	\$33,500.00

Base Bid: 2023 Misc Services

Site Name	Task	Acerage	Quantity	Trip Cost	Total Cost
Spella Park Pollinator Sled Hill	November Dormant Season Mowing	8	1 Trip	\$1,400.00	\$1,400.00
Grand Reserve Newly Seeded Area	First Growing Season Maintenance	0.6	4 Trips	\$500.00	\$2,000.00
Crystal Creek, Main Street to Fox River	First Growing Season Maintenance	0.76	5 trips	\$500.00	\$2,500.00
Harper Drive over Ratt Creek	First Growing Season Maintenance	~0.15	4 Trips	\$400.00	\$1,600.00
Yellowstone Woodland	Woody Resprout Control	3.6	1 Trip	\$1,500.00	\$1,500.00
Totals					
5 Sites	Total Misc Service Sites	13		Subtotal	\$9,000.00
Base Bid Grand Total					\$68,810.00

Alternate 1: Winter Brushing Hourly Rates

Task	Hourly Rate
Skid Steer with fecon-style mulcher	\$200.00
Winter Clearing Hand Labor	\$55.00



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: February 16, 2023

TO: Michael Kumbera, Assistant Village Manager
Michele Zimmerman, Acting Public Works Director
Jason Schutz, Utilities Superintendent
Vince Kilcullen, General Services Superintendent

FROM: Michael Reif, Internal Services Supervisor

SUBJECT: Purchases of Two Ford F-550 Dump Trucks

Staff is recommending the purchase of two new Ford F-550 dump trucks to replace truck #513 a 2011 Ford F-450 and truck #812 a 2011 Dodge Ram 5500. Both of these trucks have reached the end of their serviceable life with the village.

The two identical trucks will be purchased through Bonnell Industries in Dixon Illinois for \$138,996.95 each for a total of \$277,993.90. These prices are subject to market adjustments. We would propose a not to exceed amount of \$150,000 per truck \$300,000 total.

These items are budgeted in the proposed FY 23/24 budget (one in the Water/Sewer Operating Fund and one in the General Fund), however due to the current 14-month lead time on delivery, staff is recommending initiating the purchasing process at this time.



1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0166037
Quote Date: 2/10/2023

Bill To: 0005755
 VILLAGE OF ALGONQUIN
 2200 HARNISH DRIVE
 ALGONQUIN, IL 60102-5995

Ship To: 01
 VILLAGE OF ALGONQUIN
 110 MEYER DRIVE
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megoland@algonquin.org

Phone:
 Fax:

Confirm To: DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	3/10/2023

Ordered	Unit	Item Number
1.00	EACH	TRUCK PACKAGE
		SOURCEWELL # 155872 COMPLETE SNOW FIGHTER PACKAGE "SELECT LEVEL" ONE TON CLASS
		\$ 66,339.45
		APPLICATION: ONE NEW FORD F550 CLASS 5 SNOW AND ICE TRUCK WITH A 60" CAB TO AXLE MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED CONNECTION POINT.
		INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:
		- DUMP BODY
		- CAB SHIELD INSTALLED ON BODY
		- HYDRAULIC SYSTEM
		- ELECTRICAL & LIGHTING
		- CONSOLE AND CONTROLS
		- REAR TOWING HITCH
		- PLOW HITCH
		- SNOW PLOW
		- UNDER TAILGATE SPEADER
		THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:
		- FRAME COATING, (BLACK PPG AMERSHIELD PAINT)
1.00	EACH	INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW: CHASSIS
		USE FOR BONELL PURCHASED CHASSIS ONLY
		MUST PROVIDE DEALER QUOTE FOR PURCHASE
1.00	EACH	SEE FULL DESCRIPTION DUMP BODY
		- DURACCLASS 9'-0" 201-2B STAINLESS DUMP BODY
		- CROSSMEMBERLESS
		- DOUBLE ACTING UNDER BODY HOIST
		- 8" I-BEAM LONGSILLS OF CARBON STEEL
		- 3/16" AR450 ABRASION RESISTANT FLOOR
		- 18" 10 GA 201-2B STAINLESS SIDES-(SMOOTH SIDES)
		- 24" 10 GA 201-2B STAINLESS FRONT



1385 Franklin Grove Rd
Dixon, IL 61021
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800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0166037
Quote Date: 2/10/2023

Bill To: 0005755
VILLAGE OF ALGONQUIN
2200 HARNISH DRIVE
ALGONQUIN, IL 60102-5995

Ship To: 01
VILLAGE OF ALGONQUIN
110 MEYER DRIVE
ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax:(847) 658-2759 megnoland@algonquin.org

Phone:
Fax:

Confirm To: DAN GRIGGLE Comment:

Table with 5 columns: Customer P.O., Ship VIA, F.O.B., Terms, Quote Expiration. Values include Net 30 Days and 3/10/2023.

Main item list table with columns: Ordered, Unit, Item Number. Includes items like CAB SHIELD and HYDRAULIC SYSTEM with detailed specifications.



1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0166037
 Quote Date: 2/10/2023

Bill To: 0005755
 VILLAGE OF ALGONQUIN
 2200 HARNISH DRIVE
 ALGONQUIN, IL 60102-5995

Ship To: 01
 VILLAGE OF ALGONQUIN
 110 MEYER DRIVE
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megnoland@algonquin.org

Phone:
 Fax:

Confirm To: DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	3/10/2023

Ordered Unit Item Number

- ALL LED LIGHTING UNLESS OTHERWISE NOTED
- BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM
- BODY UP SWITCH WITH INDICATOR LAMP
- BONNELL WIRE HARNESSSES

PLOW LIGHTING

- ABL-3830-0080 LED PLOW LIGHTS ON PLOW HITCH MOUNTED BRACKETS

BODY LIGHTING

- FOUR FRONT FACING OBLONG AMBER FLASHERS ON CABSHIELD, EVENLY SPACED
- ONE PAIR REAR FACING OBLONG STT ON CABSHIELD
- ONE PAIR REAR FACING OBLONG AMBER/WHITE FLASHERS ON CABSHIELD
- ONE AMBER/WHITE FLASHER ON EACH END OF CABSHIELD
- ONE PAIR OBROUND STT IN REAR POSTS
- ONE PAIR OBLONG AMBER/WHITE FLASHERS IN REAR POSTS
- MARKER LIGHTS PER FMVSS STANDARDS

REAR HITCH AND CHASSIS LIGHTING

- ONE PAIR 4" ROUND STT LIGHTS ON REAR HITCH
- ONE CENTER OBROUND BACKUP LIGHT ON REAR HITCH
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON DRIVERS SIDE AIMED AT SPINNER

1.00 EACH REAR HITCH

- CONFIGURED AS FOLLOWS: YES
- REAR HITCH TYPE: STANDARD 1-TON REAR HITCH
 - 1/2" CARBON STEEL PLATE
 - TRAILER PLUG: 7 FLAT PIN RV STYLE
 - CUTOUTS FOR (2) 4" ROUND STT & (1) BACKUP

1.00 EACH UT SPREADER

- CONFIGURED AS FOLLOWS: YES
- UNDER TAILGATE SPREADER CONFIGURED AS FOLLOWS:

1.00 EACH U696-DD-S2



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 VILLAGE OF ALGONQUIN
 110 MEYER DRIVE
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megnoland@algonquin.org

Phone:
 Fax:

Confirm To: DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	3/10/2023

Ordered	Unit	Item Number	Description
1.00	EACH	U10100	Under Tailgate Spreader 6" Auger X 4" Pitch X 96" Overall length Direct Drive Motor with 22.6 CI displacement 201 Stainless Steel Includes Mounting Kit and Tailgate Shields Unpainted unless Otherwise Specified
1.00	EACH	U10200	Single Drop Port 24in From Left End Of The Spreader. Standard On A 6in Spreader. Reverse Flighted Auger
1.00	EACH	U10311	Single Spinner Assembly Mounted At Standard Drop Port. (Standard On All Spreaders). 18" Poly Spinner with 2.8 Cubic Inch Spinner Motor
1.00	EACH	U10312	Short Hose Kit for Bonnell Installations. Comes With Two Spinner Hoses, Two Drive Hoses, And Quick Disconnects.
1.00	EACH	U10369	Brass Quick Couplers ILO Steel
1.00	EACH	WES-76901	Custom Tailgate Prop/Shield Combo Installed. (Must have dump body to build and install these)
1.00	EACH	WES-31270	9' PRO PLUS MOLDBOARD FLEET FLEX ASSY
1.00	EACH	WES-75710-3	ULTRAMOUNT MOUNT, FORD SUPER DUTY F250 - F550
1.00	EACH	WES-29047	BIG BOX PRO PLUS - CENTRAL HYDRAULICS
1.00	EACH	WES-72525	ADAPTER
1.00	EACH	WES-74973-1	NIGHTHAWK LED HEADLIGHT KIT
1.00	EACH	WES-29070-1	PLUG IN HARNESS, 16 PIN
1.00	EACH	WES-FLAP KIT	3 PORT DRL LIGHTING MODULE
1.00	EACH	WES-FLAP KIT	RUBBER FLAP KIT, WESTERN PLOWS, UP TO 10'



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Quote

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 Quote Date: 2/10/2023

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 VILLAGE OF ALGONQUIN
 2200 HARNISH DRIVE
 ALGONQUIN, IL 60102-5995

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 VILLAGE OF ALGONQUIN
 110 MEYER DRIVE
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megnoland@algonquin.org

Phone:
 Fax:

Confirm To: DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	3/10/2023

Ordered Unit Item Number

1.00 EACH /SOURCEWELL SOURCE GOODS ADJ
 ALL ITEMS LISTED BELOW ARE OPEN PURCHASE REQUESTS {SOURCE GOODS} BY THE CUSTOMER TO REPLACE,DELETE OR ADD TO ITEMS ON #155872 "SELECT LEVEL" ONE TON SNOW FIGHTER PACKAGE

\$72,444.50

1.00 EACH - 2023 FORD F-550 DIESEL CAB AND CHASSIS 4X4 WHITE 60" CAB TO AXLE MEASUREMENT DRW SNOW PLOW PREP
 - WESTERN 9' PRO PLUS SNOW PLOW ILO 9ST31M4 9' SNOW PLOW AND PLOW HITCH
 /MUNICIPAL DISCOUNT
 WESTERN PLOW MUNICIPAL DISCOUNT

/TITLE
 TITLE PROCESSING

/PROCESSING
 Processing Fee

/LICENSE FEE
 LICENSE PLATE FEES

SIGNING THIS QUOTE CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO THE FOLLOWING:

- o DUE TO THE CLIMATE OF CURRENT MARKET CONDITIONS FINAL INVOICE PRICE MAY VARY FROM ORIGINAL QUOTE PRICE.
- o NO PRODUCT/SPEC. CHANGES MAY BE MADE AFTER THE DATE OF SIGNATURE. ANY CHANGES REQUESTED AFTER THE DATE OF SIGNATURE WILL BE QUOTED SEPARATELY AND, IF APPLICABLE, WILL BE COMPLETED ON A SEPARATELY SCHEDULED TIME FRAME.
- o 15% RESTOCKING FEE ON RETURNED ITEMS. NO RETURNS ON ELECTRICAL ITEMS
- o THIS QUOTE IS VALID FOR 30 DAYS. ALL QUOTES OVER 30 DAYS OLD ARE SUBJECT TO CHANGE AND REQUIRE A REQUOTE PRIOR TO ACCEPTANCE OF A PURCHASE ORDER.

Net Order:	138,996.95
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	138,996.95

AUTHORIZED APPROVAL CONTACT NAME (PRINTED): _____

AUTHORIZED APPROVAL CONTACT (SIGNATURE): _____

APPROVAL DATE: _____

CUSTOMER PO NUMBER: _____



Sourcwell Contract Number: 062222-BNL

1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0166495
Quote Date: 2/15/2023
Sourcwell ID: 48302

Bill To: 0005755
 VILLAGE OF ALGONQUIN
 2200 HARNISH DRIVE
 ALGONQUIN, IL 60102-5995

Ship To: 01
 VILLAGE OF ALGONQUIN
 110 MEYER DRIVE
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megoland@algonquin.org

Phone:
 Fax:

Confirm To: DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	3/17/2023

Ordered	Unit	Item Number
1.00	EACH	TRUCK PACKAGE
		SOURCEWELL # 155872 COMPLETE SNOW FIGHTER PACKAGE "SELECT LEVEL" ONE TON CLASS
		\$ 66,339.45
		APPLICATION: ONE NEW FORD F550 CLASS 5 SNOW AND ICE TRUCK WITH A 60" CAB TO AXLE MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED CONNECTION POINT.
		INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:
		- DUMP BODY
		- CAB SHIELD INSTALLED ON BODY
		- HYDRAULIC SYSTEM
		- ELECTRICAL & LIGHTING
		- CONSOLE AND CONTROLS
		- REAR TOWING HITCH
		- PLOW HITCH
		- SNOW PLOW
		- UNDER TAILGATE SPEADER
		THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:
		- FRAME COATING, (BLACK PPG AMERSHIELD PAINT)
1.00	EACH	INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW: CHASSIS USE FOR BONELL PURCHASED CHASSIS ONLY MUST PROVIDE DEALER QUOTE FOR PURCHASE
1.00	EACH	SEE FULL DESCRIPTION DUMP BODY - DURACCLASS 9'-0" 201-2B STAINLESS DUMP BODY - CROSSMEMBERLESS - DOUBLE ACTING UNDER BODY HOIST - 8" I-BEAM LONGSILLS OF CARBON STEEL - 3/16" AR450 ABRASION RESISTANT FLOOR - 18" 10 GA 201-2B STAINLESS SIDES-(SMOOTH SIDES) - 24" 10 GA 201-2B STAINLESS FRONT



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Sourcwell Contract Number: 062222-BNL

Quote

Quote Number: 0166495
Quote Date: 2/15/2023
Sourcwell ID: 48302

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 VILLAGE OF ALGONQUIN
 2200 HARNISH DRIVE
 ALGONQUIN, IL 60102-5995

Ship To: 01
 VILLAGE OF ALGONQUIN
 110 MEYER DRIVE
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megoland@algonquin.org

Phone:
 Fax:

Confirm To: DAN GRIGGLE **Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	3/17/2023

Ordered	Unit	Item Number
1.00	EACH	- 24" 10 GA 201-2B STAINLESS VERTICAL TAILGATE-(SINGLE PANEL) - 201-2B STAINLESS CORNER POST - MANUAL OPERATED TAILGATE LATCH - UN-PAINTED STAINLESS TO BE CLEANED AND PASSIVATED - GREASABLE TAILGATE LINKAGE INCLUDING UPPER HINGE - STAINLESS STEEL TAILGATE LATCH LINKAGE - LABOR TO INSTALL CUSTOM CAB SHIELD - RIGID REAR RUBBER MUD FLAPS INSTALLED - RUBBER FRONT MUD FLAPS INSTALLED - (2) OBLONG LIGHT HOLE CUTOUTS IN EACH CORNER POST - CONDUIT FOR WIRING CAB SHIELD LIGHTS - 1/4X2 FLAT BAR SIDE RAIL INSTALLED - PREPPED FOR NEW TAILGATE SPREADER - INTEGRAL T-GATE SHIELDS & HARDWARE FOR T-GATE PROPS - 2X6 OAK SIDE BOARDS (PAINTED) INSTALLED CAB SHIELD CAB SHIELD - CUSTOM FABRICATED FOR SPECIFIED TRUCK AND BODY. CONFIGURED AS FOLLOWS: *MATERIAL IS TO BE 201 STAINLESS STEEL. *PAN WIDTH- 15". *WIDTH- DETERMINED. *HEIGHT TO BE DETERMINED TO BOTTOM OF PAN. *4 FRONT FACING EVENLY SPACED OBLONG LIGHT HOLES. *4 REAR FACING OBLONG LIGHT HOLES. *1 SIDE FACING OBLONG LIGHT HOLE IN EACH SIDE FACING OUT. *STAINLESS STEEL TO BE ELECTROCHEMICALLY CLEANED AND PASSIVATED. **LIGHTING CODE: 44112
1.00	EACH	HYDRAULIC SYSTEM - PTO: CHELSEA 210 SERIES - FORCE ONE "MONOBLOCK" VALVE TO OPERATE: HOIST, PLOW, PREWET, AUGER, SPINNER - "FORCE" 5150EX JOYSTICK - "FORCE" 5100EX ELECTRONIC SPREADER CONTROLLER - "FORCE" VT12 STAINLESS STEEL TANK AND LID - EATON HP171 SERIES HIGH PRESSURE FILTER - BRASS QUICK COUPLERS - BONNELL CONSOLE TO INCLUDE: - "FORCE" 5150EX JOYSTICK - "FORCE" 5100EX SPREADER CONTROLLER
1.00	EACH	ELECTRICAL



1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

Sourcwell Contract Number: 062222-BNL

Quote

Quote Number: 0166495
Quote Date: 2/15/2023
Sourcwell ID: 48302

Bill To: 0005755
 VILLAGE OF ALGONQUIN
 2200 HARNISH DRIVE
 ALGONQUIN, IL 60102-5995

Ship To: 01
 VILLAGE OF ALGONQUIN
 110 MEYER DRIVE
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megoland@algonquin.org

Phone:
 Fax:

Confirm To: DAN GRIGGLE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	3/17/2023

Ordered Unit Item Number

- ALL LED LIGHTING UNLESS OTHERWISE NOTED
- BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM
- BODY UP SWITCH WITH INDICATOR LAMP
- BONNELL WIRE HARNESSSES

PLOW LIGHTING

- ABL-3830-0080 LED PLOW LIGHTS ON PLOW HITCH MOUNTED BRACKETS

BODY LIGHTING

- FOUR FRONT FACING OBLONG AMBER FLASHERS ON CABSHIELD, EVENLY SPACED
- ONE PAIR REAR FACING OBLONG STT ON CABSHIELD
- ONE PAIR REAR FACING OBLONG AMBER/WHITE FLASHERS ON CABSHIELD
- ONE AMBER/WHITE FLASHER ON EACH END OF CABSHIELD
- ONE PAIR OBROUND STT IN REAR POSTS
- ONE PAIR OBLONG AMBER/WHITE FLASHERS IN REAR POSTS
- MARKER LIGHTS PER FMVSS STANDARDS

REAR HITCH AND CHASSIS LIGHTING

- ONE PAIR 4" ROUND STT LIGHTS ON REAR HITCH
- ONE CENTER OBROUND BACKUP LIGHT ON REAR HITCH
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON DRIVERS SIDE AIMED AT SPINNER

1.00 EACH **REAR HITCH**

- CONFIGURED AS FOLLOWS: YES
- REAR HITCH TYPE: STANDARD 1-TON REAR HITCH
 - 1/2" CARBON STEEL PLATE
 - TRAILER PLUG: 7 FLAT PIN RV STYLE
 - CUTOUTS FOR (2) 4" ROUND STT & (1) BACKUP

1.00 EACH **UT SPREADER**

- CONFIGURED AS FOLLOWS: YES
- UNDER TAILGATE SPREADER CONFIGURED AS FOLLOWS:

1.00 EACH **U696-DD-S2**



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Phone: (847) 658-2700 Fax: (847) 658-2759 megoland@algonquin.org

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Ordered	Unit	Item Number	Description
1.00	EACH	U10100	Under Tailgate Spreader 6" Auger X 4" Pitch X 96" Overall length Direct Drive Motor with 22.6 CI displacement 201 Stainless Steel Includes Mounting Kit and Tailgate Shields Unpainted unless Otherwise Specified
1.00	EACH	U10200	Single Drop Port 24in From Left End Of The Spreader. Standard On A 6in Spreader. Reverse Flighted Auger
1.00	EACH	U10311	Single Spinner Assembly Mounted At Standard Drop Port. (Standard On All Spreaders). 18" Poly Spinner with 2.8 Cubic Inch Spinner Motor
1.00	EACH	U10312	Short Hose Kit for Bonnell Installations. Comes With Two Spinner Hoses, Two Drive Hoses, And Quick Disconnects.
1.00	EACH	U10369	Brass Quick Couplers ILO Steel
1.00	EACH	WES-76901	Custom Tailgate Prop/Shield Combo Installed. (Must have dump body to build and install these)
1.00	EACH	WES-31270	9' PRO PLUS MOLDBOARD FLEET FLEX ASSY
1.00	EACH	WES-75710-3	ULTRAMOUNT MOUNT, FORD SUPER DUTY F250 - F550
1.00	EACH	WES-29047	BIG BOX PRO PLUS - CENTRAL HYDRAULICS
1.00	EACH	WES-72525	ADAPTER
1.00	EACH	WES-74973-1	NIGHTHAWK LED HEADLIGHT KIT
1.00	EACH	WES-29070-1	PLUG IN HARNESS, 16 PIN
1.00	EACH	WES-FLAP KIT	3 PORT DRL LIGHTING MODULE
1.00	EACH	WES-FLAP KIT	RUBBER FLAP KIT, WESTERN PLOWS, UP TO 10'



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 Fax:

Confirm To: DAN GRIGGLE **Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	3/17/2023

Ordered	Unit	Item Number
1.00	EACH	/SOURCEWELL SOURCE GOODS ADJ ALL ITEMS LISTED BELOW ARE OPEN PURCHASE REQUESTS {SOURCE GOODS} BY THE CUSTOMER TO REPLACE,DELETE OR ADD TO ITEMS ON #155872 "SELECT LEVEL" ONE TON SNOW FIGHTER PACKAGE \$72,444.50
1.00	EACH	- 2023 FORD F-550 DIESEL CAB AND CHASSIS 4X4 WHITE 60" CAB TO AXLE MEASUREMENT DRW SNOW PLOW PREP - WESTERN 9' PRO PLUS SNOW PLOW ILO 9ST31M4 9' SNOW PLOW AND PLOW HITCH /MUNICIPAL DISCOUNT WESTERN PLOW MUNICIPAL DISCOUNT /TITLE TITLE PROCESSING /PROCESSING Processing Fee /LICENSE FEE LICENSE PLATE FEES

SIGNING THIS QUOTE CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO THE FOLLOWING:

- o DUE TO THE CLIMATE OF CURRENT MARKET CONDITIONS FINAL INVOICE PRICE MAY VARY FROM ORIGINAL QUOTE PRICE.
- o NO PRODUCT/SPEC. CHANGES MAY BE MADE AFTER THE DATE OF SIGNATURE. ANY CHANGES REQUESTED AFTER THE DATE OF SIGNATURE WILL BE QUOTED SEPARATELY AND, IF APPLICABLE, WILL BE COMPLETED ON A SEPARATELY SCHEDULED TIME FRAME.
- o 15% RESTOCKING FEE ON RETURNED ITEMS. NO RETURNS ON ELECTRICAL ITEMS
- o THIS QUOTE IS VALID FOR 30 DAYS. ALL QUOTES OVER 30 DAYS OLD ARE SUBJECT TO CHANGE AND REQUIRE A REQUOTE PRIOR TO ACCEPTANCE OF A PURCHASE ORDER.

Net Order:	138,996.95
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	138,996.95

AUTHORIZED APPROVAL CONTACT NAME (PRINTED): _____

AUTHORIZED APPROVAL CONTACT (SIGNATURE): _____

APPROVAL DATE: _____

CUSTOMER PO NUMBER: _____