

**Village of Algonquin
Village Board Meeting
March 7, 2023 at 7:30 p.m.
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

∞ **AGENDA** ∞

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH A QUORUM**
- 3. PLEDGE TO FLAG**
- 4. ADOPT AGENDA**
- 5. NEW BUSINESS**
 - A. Pass an Ordinance Changing the Name of the Road Known as Meyer Drive to Mitchard Way in the Village of Algonquin
- 6. AUDIENCE PARTICIPATION**

(Persons wishing to address the Board, must register with the Village Clerk prior to call to order.)
- 7. CONSENT AGENDA/APPROVAL:**

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

 - A. APPROVE MEETING MINUTES**
 - (1) Liquor Commission Special Meeting Held February 21, 2023
 - (2) Village Board Meeting Held February 21, 2023
 - (3) Committee of the Whole Meeting Held February 21, 2023
- 8. OMNIBUS AGENDA/APPROVAL:**

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

 - A. ADOPT RESOLUTIONS:**
 - (1) Pass a Resolution Accepting and Approving an Agreement with SAFEbuilt for the Building Permit Review Services
 - (2) Pass a Resolution Accepting and Approving a Residential Lease Agreement Addendum with Matthew Mozola for the Property 5615 Edgewood Drive, Algonquin
 - (3) Pass a Resolution Accepting and Approving an Agreement with Hoerr Construction for the 2023 Drainage Structure Cleaning in the Amount of \$115,500.00
 - (4) Pass a Resolution Accepting and Approving an Agreement with Brown Equipment for the Purchase of a Hydro-Excavator in the Amount of \$512,036.00
 - (5) Pass a Resolution Accepting and Approving an Agreement with Moore Landscapes for the 2023 Landscape Maintenance and Annual Plant Installation in the Amount of \$127,232.00
 - (6) Pass a Resolution Accepting and Approving an Agreement with Resource Environmental Services for the 2023 Natural Area Maintenance in the Amount of \$68,810.00
 - (7) Pass a Resolution Accepting and Approving an Agreement with Bonnell Industries for the Purchase of Two (2) New F550 Dump Trucks in the Amount Not to Exceed \$300,000.00 (\$150,000 Per Truck)
- 9. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
- 10. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
 - A. List of Bills Dated March 7, 2023 totaling \$1,657,240.05
- 11. COMMITTEE OF THE WHOLE:**
 - A. COMMUNITY DEVELOPMENT**
 - B. GENERAL ADMINISTRATION**
 1. Approve the 2023 Flashlight Egg Hunt on Friday, March 10, 2023 in Towne Park Beginning at 7:00 pm and Waiving the Park Closing Hours Restriction
 2. Approve the 2023 Egg Hunt on Saturday, April 1, 2023 in Towne Parke beginning at 10:00 am
 3. Approve the Touch-a-Truck Event on Saturday, May 6, 2023 in the Towne Park Parking Lot beginning at 10:00 am, Waiving the Restriction to Allow the Sale of Food and Drink Products by Approved Vendors in the Park and Parking Lot During the Event
 4. Approve the 2023 Algonquin Summer Concerts on June 22, June 29, July 6, July 13, July 20 (Spella Park), July 27, August 3, and August 10, 2023 at Towne Park Waiving the Restriction to Sell Food and Drink in the Park by Allowing Approved Vendors and a Food Truck to sell their Products, as well as, Allowing Consumption of Alcoholic Liquor though the Duration of the Concerts
 - C. PUBLIC WORKS & SAFETY**
- 12. VILLAGE CLERK'S REPORT**
- 13. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 14. CORRESPONDENCE**
- 15. OLD BUSINESS**
- 16. EXECUTIVE SESSION:** If required
- 17. NEW BUSINESS**
- 18. ADJOURNMENT**

ORDINANCE NO. 2023 – ○ - ____

**AN ORDINANCE CHANGING THE NAME OF THE ROAD KNOWN AS MEYER DRIVE TO
MITCHARD WAY
IN THE VILLAGE OF ALGONQUIN**

BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: That Meyer Drive, located within the Village of Algonquin shall be renamed Mitchard Way.

SECTION 2: The Director of Public Works is hereby directed to change all street signs to correspond with this Ordinance.

SECTION 3: That the Clerk or Deputy Clerk is hereby directed to send a certified copy of this Ordinance, by registered or certified mail, to the McHenry County Clerk, McHenry County Highway Superintendent, Postmaster, and utilities doing business within the Village. A copy of this Ordinance shall be sent to every property owner on Meyer Drive advising them of the change of the street name to Mitchard Way.

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

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

SECTION 6: After passage and approval, this Ordinance shall be in full force and effect 30 days after the election authorities and Postmaster having jurisdiction over Meyer Drive have been notified of the change as directed in Section 3. Publication in pamphlet form is hereby authorized as provided by law.

PASSED by the Board of Trustees of the Village of Algonquin, Kane and McHenry Counties, Illinois and approved by the Village President of said Village this ____ day of March, 2023

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____



Minutes of the Village of Algonquin
Special Liquor Commission Meeting
Held in Village Board Room on February 21, 2023

CALL TO ORDER: Liquor Commissioner Debby Sosine called the meeting to order at 7:15 pm and requested Village Clerk, Fred Martin to call the roll.

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

Staff in Attendance: Tim Schloneger, Village Manager; Jason Shallcross, Community Development Director; Katie Gock, Recreation Superintendent; Dennis Walker, Police Chief; Michele Zimmerman, Interim Public Works Director; and Village Attorney Kelly Cahill.

Approve the Following Liquor Licenses:

A. Approve a Class A-1 Liquor License for Bellas Woodfire, Inc., (dba) Bella's Woodfire Pizzeria, 123 S. Main Street, Algonquin, IL

Village Attorney Cahill informed the Commission that all paperwork submitted was proper and in order. The applicants gave a brief description of their background in business and experience.

It is the consensus of the Commission to issue the Class A-1 license

B. Approve a Class F Liquor License for Pizza Pushers, Inc, 644 S. Main Street, Algonquin, IL

Village Attorney Cahill informed the Commission that all paperwork submitted was proper and in order. The applicant gave a brief description of their background in business and experience.

It is the consensus of the Commission to issue the Class F license

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

Submitted: _____
Fred Martin, Village Clerk



MINUTES OF THE REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF FEBRUARY 21, 2023
HELD IN THE VILLAGE BOARD ROOM

CALL TO ORDER AND ROLL CALL: Village President Debby Sosine, called the meeting to order at 7:31 P.M. with Village Clerk, Fred Martin, calling the roll.

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

Staff in Attendance: Tim Schloneger, Village Manager; Michele Zimmerman, Interim Public Works Director; Dennis Walker, Police Chief; Jason Shallcross, Community Development Director; Katie Gock, Recreation Superintendent; and Kelly Cahill, Village Attorney.

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

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

Voice vote; ayes carried

AUDIENCE PARTICIPATION:

None

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

A. APPROVE MEETING MINUTES:

- (1) Liquor Commission Hearing Held January 17, 2023
- (2) Village Board Meeting Held January 17, 2023
- (3) Committee of the Whole Meeting Held January 17, 2023
- (4) Committee of the Whole Special Meeting Held January 24, 2023

B. APPROVE THE VILLAGE MANAGER'S REPORT FOR SEPTEMBER 2022

Moved by Spella, seconded by Auger, to approve the Consent Agenda.

Voice vote; ayes carried

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

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

A. PASS ORDINANCES:

- (1) Pass an Ordinance **(2023-O-03)** Annexing of 841 Oceola Drive to the Village of Algonquin in McHenry County, Illinois
- (2) Pass an Ordinance **(2023-O-04)** Granting Zoning Upon Annexation for Certain Property known as 841 Oceola Drive
- (3) Pass an Ordinance **(2023-O-05)** Amending Chapter 33, Liquor Control and Liquor Licensing, of the Algonquin Municipal Code by Increasing the Number of Class F Liquor Licenses by One
- (4) Pass an Ordinance **(2023-O-06)** Declaring Certain Vehicles as Surplus

B. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution **(2023-R-14)** Accepting and Approving Design Guidelines for New Multi-Family and Townhouse Developments in the Randall Road Corridor
- (2) Pass a Resolution **(2023-R-15)** Accepting and Approving an Agreement with Christopher Burke Engineering for the Rolls Road Rehabilitation Phase 1 and 2 Design Engineering Services in the Amount of \$53,633.00
- (3) Pass a Resolution **(2023-R-16)** Accepting and Approving an Agreement with Encap, Inc. for the Dixie Creek at Harper Drive Streambank Stabilization in the Amount of \$99,595.50
- (4) Pass a Resolution **(2023-R-17)** Accepting and Approving Repealing Resolution 2022-R-02 and Committing Funds for the Purchase of Three 2024 International HV607 Vehicles and Associated Items
- (5) Pass a Resolution **(2023-R-18)** Accepting and Approving the 2023 Material and Maintenance MFT Expenditures in the Amount of \$1,717,250.00

Moved by Brehmer, seconded by Smith to approve the Omnibus Agenda.

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

Motion carried; 6-ayes, 0-nays,

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills for payment in the amount of \$1,862,057.73

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

PAYMENT OF BILLS RECAP:

DESCRIPTION	DISBURSEMENTS
GENERAL	934,096.28
CEMETERY	2,626.60
STREET IMPROVEMENT	95,569.17
SWIMMING POOL	266.25
PARK IMPROVEMENT	20,671.71
WATER & SEWER	92,725.25
WATER & SEWER IMPROV	46,244.00
DEVELOPMENT FUND	26,325.98
NATURAL AREA & DRAINAGE	29,660.00
BUILDING MAINT. SERVICE	8,517.22
VEHICLE MAINT. SERVICE	<u>58,604.01</u>
	1,315,306.47

COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

B. GENERAL ADMINISTRATION

C. PUBLIC WORKS & SAFETY

- (1) Reject All Bids Received January 31, 2023 for the Water Treatment Plant No. 2 Cation Exchange Media Replacement

Moved by Brehmer seconded by Glogowski to Reject All Bids Received January 31, 2023 for the Water Treatment Plant No. 2 Cation Exchange Media Replacement

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

Motion carried; 6-ayes, 0-nays

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

I met with Cub Scout Pack 150 to provide a talk about the services we provide in the Village. It is always motivating to see eager Scouts who want to “do their best” and give back to their community.

COMMUNITY DEVELOPMENT:

Mr. Shallcross:

1. I will be speaking at a NICAR event Thursday evening about Randall Road development in Algonquin.
2. We will hold our Comprehensive Plan update process kickoff at a joint Village Board-Planning and Zoning Commission Meeting on 3/7.
3. Staff held preconstruction meetings with the Kensington Development team for the Enclave project this week. Coopers Hawk and Portillos aim to be open by September.
4. CarMax has rescinded their construction pause and will continue the project this summer, seeking occupancy by September and opening before the end of the year.

POLICE DEPARTMENT:

Mr. Walker:

1. The PD received a report from our Police Social Worker today and already in the first two months of the year, we have submitted 23 referrals to the PSW, Alex Rausch for follow up from calls of service of Officers. That is 23 residents who will be receiving additional social service supports. Our PSW, Alex has supplied me with a newly introduced quarterly newsletter and I will be forwarding that on and sharing in the village board communication briefing in the future.
2. Officer Brandon Watson, the new School Resource Officer at Westfield, will be wrapping up his second week of DARE training on Friday. When he returns from training, he will be jumping right into starting teaching the DARE lessons at Westfield.
3. The Polar Plunge chili cookoff winner was none other than your own Chef (Chief) Walker. With most of the monies collected, the chili cookoff raised more than \$800 towards the total funds raised for the Polar Plunge which is nearing \$4,000.00 raised with time still remaining before the plunge which is Saturday March 4th.

PUBLIC WORKS:

Ms. Zimmerman:

1. We are potholing the town and working on sign replacements;
2. Staff is working on some grant applications for natural areas;
3. Tree trimming is in progress and you can follow it on the Village website;
4. Water and sewer has been field collecting data to update the GIS;

5. Presented Ratt Creek Streambank stabilization award; and
6. Mike Reif was recognized for his Fleet Manager of the Year Award.

CORRESPONDENCE:

None

OLD BUSINESS:

None

EXECUTIVE SESSION:

None

NEW BUSINESS:

- A. Pass an Ordinance **(2023-O-07)** Amending Chapter 33.03, Liquor Control and Liquor Licensing-Application, of the Algonquin Municipal Code (This Amendment will affect any license passed February 21, 2023 as well as any going forward)

Moved by Auger, seconded by Dianis to pass the ordinance Amending Chapter 33.03, Liquor Control and Liquor Licensing-Application, of the Algonquin Municipal Code and to Apply this change to any liquor licenses passed February 21, 2023 (today) as well as any in the future.

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

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

Voice vote; all voting aye

The meeting was adjourned at 7:44PM.

Submitted:

Village Clerk, Fred Martin

Approved this 7th day of March 2023

Village President, Debby Sosine



Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On February 21, 2023
Village Board Room
2200 Harnish Dr. Algonquin, IL

AGENDA ITEM 1: Roll Call to Establish a Quorum
Trustee Brehmer, Chairperson, called the Committee of the Whole meeting to order at 7:45 p.m.

Present: Trustees Jerry Glogowski, John Spella, Laura Brehmer, Maggie Auger, Brian Dianis, Robert Smith
President Debby Sosine and Clerk Fred Martin.

A quorum was established

Staff in Attendance: Tim Schloneger, Village Manager; Jason Shallcross, Community Development Director;
Katie Gock, Recreation Superintendent; Michele Zimmerman, Interim Public Works Director; Dennis Walker,
Police Chief; and Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Public Comment
None

AGENDA ITEM 3: Community Development
Mr. Shallcross:

A. Consider an Agreement with SAFEbuilt for Permit Review Services

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 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 cost we pay outside consultants up-front for the reviews necessitated by said applicant before permits are issued. Staff recommends approval of an agreement with SAFEbuilt.

It is the consensus of the Committee to move this on to the Village Board for approval

AGENDA ITEM 4: General Administration
Mr. Schloneger:

A. Consider a Residential Lease Agreement for 5615 Edgewood Drive

Presented 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

It is the consensus of the Committee to move this on to the Village Board for approval

Ms. Gock:

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

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.

It is the consensus of the Committee to move this on to the Village Board for approval

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.

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:

- 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 *Johnny Russler Beach Band* Beach/Island**
- 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.

It is the consensus of the Committee to move this on to the Village Board for approval

AGENDA ITEM 5: Public Works & Safety

Ms. Zimmerman:

A. Consider the Purchase of a Hydro-Excavating Truck

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.

It is the consensus of the Committee to move this on to the Village Board for approval

B. Consider an Agreement with Moore Landscapes for the 2023 Downtown Streetscapes 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.

The Committee had considerable discussion regarding the proposed cost and desiring the newly formed Downtown Business Association to participate in a share of the cost. It was explained by Staff that the Association is in it's infancy stage and currently has no bylaws, or funds.

The consensus of the Committee is to move this to the Village Board, with all quoted services, and to have a conversation with the Downtown Business Association to participate not only in this years streetscape, but in all future streetscape costs. The recommendation is approving the Moore Landscape Contract for \$119,994.00 with adding the optional services of Fall Bridge Planter for \$1,643.00 and Fall urns for \$5,595.00. This makes the total contract amount that needs to be approved \$127,232.00

C. Consider an Agreement with RES for the 2023 Natural Area Maintenance

In January of this year, a request for quote was sent 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

It is the consensus of the Committee to move this on to the Village Board for approval

D. Consider the Purchase of Two (2) Ford F550 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 purpose 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.

It is the consensus of the Committee to move this on to the Village Board for approval

AGENDA ITEM 6: Executive Session
None

AGENDA ITEM 7: Other Business
None

AGENDA ITEM 8: Adjournment
There being no further business, Chairperson Brehmer adjourned the meeting at 8:22 p.m.

Submitted: _____
Fred Martin, Village Clerk



2023 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin SAFEbuilt for the Building Permit Review Services, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

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.

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:

<p>If to Municipality: Jason Shallcross, Community Development Director Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102 Email: jasonshallcross@algonquin.org</p>	<p>If to Consultant: Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com</p>
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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	5 business days or less
✓ Multi-family within	10 business days	10 business days	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	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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2023 - R - ____
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin Matthew Mozola for the Residential Lease Agreement Addendum with Matthew Mozola for the Property 5615 Edgewood Drive, Algonquin, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

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.

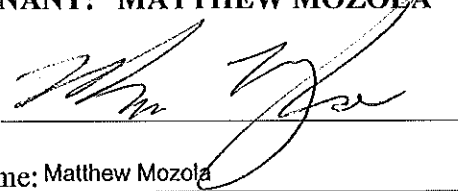
2. The following terms apply:

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: <u>Village President</u>	TENANT: MATTHEW MOZOLA By:  Name: <u>Matthew Mozola</u>
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2023 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Hoerr Construction for the 2023 Drainage Structure Cleaning in the Amount of \$115,500.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



Local Public Agency Formal Contract

Contractor's Name
Hoerr Construction

Contractor's Address City State Zip Code
1416 County Road 200N PO Box 65 Goodfield IL 61742

STATE OF ILLINOIS

Local Public Agency County Section Number
Village of Algonquin McHenry 23-00000-00-GM

Street Name/Road Name Type of Funds
Various MFT

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved
Highway Commissioner Signature & Date

Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed
Signature & Date

Official Title

Department of Transportation

Concurrence in approval of award
Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Algonquin	Various	McHenry	23-00000-00-GM

1. THIS AGREEMENT, made and concluded the 7th day of March 2023 between the Village of Algonquin, known as the party of the first part, and Hoerr Construction, its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 23-00000-00-GM in Village of Algonquin, approved by the Illinois Department of Transportation on 01/20/23, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Algonquin

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Algonquin	McHenry	Various	23-00000-00-GM

Bond information to be returned to Local Public Agency at _____
Complete Address

We, Hoerr Construction 1416 County Road 200N PO Box 65 Goodfield, IL 61742
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____
Day Month and Year

PRINCIPAL

Company Name

By
Signature & Date

Attest
Signature & Date

Company Name

By
Signature & Date

Attest
Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

[Signature box]

Date commission expires _____

SURETY

Name of Surety
[Signature box]

Title
By: [Signature box]

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of SURETY
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

[Signature box]

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date
[Signature box]

[Signature box] Clerk
Local Public Agency Type

Awarding Authority
[Signature box]

Awarding Authority Signature & Date
[Signature box]



Schedule of Prices

048
044

Contractor's Name: **Hoerr Construction, Inc.**

Contractor's Address: **1416 County Road 200N, PO Box 65**

City: **Goodfield** State: **IL** Zip Code: **61742**

Local Public Agency: **Village of Algonquin** County: **McHenry & Kane** Section Number: **23-00000-00-GM**

Item(s) (Subcontract Name): **Various**

Schedule for Multiple Bids		
Combination Letter	Sections Included in Combinations	Total

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

Item Number	Items	Unit	Quantity	Unit Price	Total
1	DRAINAGE STRUCTURES TO BE CLEANED	EACH	600	175. ⁰⁰	115,500. ⁰⁰
Bidder's Total Proposal					115,500. ⁰⁰

1. Each price item should show a unit price and a total price.
2. If a total price is shown or shown to be necessary, it must be the product of the unit price multiplied by the quantity, and the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
ALGONQUIN	McHenry & Kane	23-00000-00-GM	Drainage Structure Cleaning

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
ALGONQUIN	McHenry & Kane	23-00000-00-GM	Drainage Structure Cleaning

SIGNATURES

(If an individual)


Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name	
Hoerr Construction, Inc.	
Signature	Date
	1-21-23
Title	
President	

Business Address

1416 County Road 200N, PO Box 65

City	State	Zip Code
Goodfield	IL	61742

Insert Names of Officers

President
Max P. Hoerr II

Secretary
Max P. Hoerr II

Treasurer
Kurt Plattner

Attest:



Secretary



Illinois Department of Transportation

Affidavit of Availability
For the Letting of 01/31/23



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals	
Contract Number	See Attached - Work In Progress						
Contract With							
Estimated Completion Date							
Total Contract Price							
Uncompleted Dollar Value If Firm is the Prime Contractor						8,224,445	
Uncompleted Dollar Value If Firm is the Subcontractor							
Total Value of All Work						8,224,445	

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						8,224,445
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						8,224,445

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Work In Progress - 1/20/2023

Job Number	Customer	Engineer	Job Name	Contract Amount	Date of NTP	Substantial Comp. Date	Final Comp. Date	Percent Complete	Incomplete Value
22042	City of Pontiac	City of Pontiac	2022 Sanitary Sewer Lining	\$ 1,235,930.60	5/1/22		4/1/23	15%	\$ 1,030,541.01
22048	Performance Pipelining, Inc.	RJN Group	Danville	\$ 475,450.00	5/31/22		3/30/23	90%	\$ 47,545.00
22057	City of Bloomington	City of Bloomington	FY 2023 Sewer Rehabilitation	\$ 1,568,458.00	6/15/23		240 Days	94%	\$ 78,422.80
22055	Toluca CIPP	Giffin Engineering, Inc.	Railroad St. Sewer Rehab	\$ 405,088.00	7/1/22		120 Days	90%	\$ 40,508.60
22059	Normal	GMT	2022 CIPP Sewer Rehabilitation	\$ 790,078.00	7/18/22	5/1/23	5/32/23	25%	\$ 592,558.50
22095	BNWRD	Farnsworth Group	51" Interceptor Sewer Cleaning	\$ 108,000.00	8/22/22			90%	\$ 10,800.00
22081	City of Washington	City of Washington	2022 42" Storm Sewer CIPP Lining on Oakwood Drive	\$ 174,500.00	10/18/22		4/30/23	25%	\$ 130,875.00
22084	City of Paris	Chastain & Associates	2022 Sewer Lining	\$ 238,657.80	11/7/22		120 Days	20%	\$ 190,926.24
22086	Town of Normal	Crawford, Murphy & Tilly	2022 Main & Harris CIPP Sewer Rehabilitation	\$ 432,233.00	1/11/23	5/1/23	5/31/23	10%	\$ 389,602.50
22088	City of Moline	City of Moline	2021 Sewer Lining Program	\$ 444,001.80	12/19/23		3/31/23	30%	\$ 310,801.26
22092	City of Crystal Lake	City of Crystal Lake	2022/2023 Sewer TV & Lining Program	\$ 421,449.50	12/9/22		3/15/23	20%	\$ 337,159.60
22093	Village of South Holland	Robinson Engineering	2022 Sanitary Sewer CIPP	\$ 237,950.00	1/18/23		180 Days	15%	\$ 202,257.50
22302	Greater Peoria Sanitary District	Greater Peoria Sanitary District	#2742 - In Situ Sewer Rehab Project #11	\$ 857,179.00	1/10/23	4/1/23	4/1/23	14%	\$ 728,594.50
22303	City of Aurora	City of Aurora	2022 & 2023 Sanitary Sewer CIPP Lining	\$ 2,042,125.80	1/9/23	5/31/23	5/31/23	10%	\$ 1,837,913.22
22304	City of Des Plaines	City of Des Plaines	2023 Sewer Lining	\$ 353,341.00	1/17/23	7/1/23	7/1/23	5%	\$ 335,673.95
22305	LaSalle County Highway Dept.	LaSalle County	60" CIPP Culvert Lining	\$ 161,655.00		10 Working Days		0%	\$ 161,655.00
22306	City of Pekin	City of Pekin	2023 Sewer Lining	\$ 509,964.20	1/12/23	4/30/23	4/30/23	5%	\$ 484,465.99
22307	Village of Lake Bluff	Village of Lake Bluff	2023 Sanitary Sewer Lining Project	\$ 147,680.30	1/12/23	3/31/23	3/31/23	20%	\$ 118,144.24
22308	Village of Lincolnshire	Village of Lincolnshire	2022 Sewer Lining Project	\$ 101,516.00	1/12/23			5%	\$ 96,440.20
22309	City of North Chicago	Trotter and Associates, Inc.	2022 CDBG Sanitary Sewer Lining	\$ 663,360.20		4/30/23		0%	\$ 663,360.20
22310	D Construction, Inc.	IDOT	IDOT 66L48 Three Rivers Rest Area CIPP	\$ 139,350.00				0%	\$ 139,350.00
22311	Village of Bolingbrook	Village of Bolingbrook	2022 Sanitary Sewer Lining CIPP	\$ 277,450.00		140 Days	160 days	0%	\$ 277,450.00
				\$ 11,785,393.20				Total of Uncompleted Contracts:	\$3,224,444.81
Awaiting Award									
									\$0.00
								Total of Uncompleted Contracts & Pending Awards:	\$3,224,444.81

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	None				
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					None
-------------------	--	--	--	--	------

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Max P. Hoerr II

Title

President

Signature

Max P. Hoerr II

Date

1-27-23

Company

Hoerr Construction, Inc.

Address

1416 County Road 200N, PO Box 65

City

Goodfield

State

IL

Zip Code

61742

affirmed
 Subscribed and sworn to before me
 this 27th day of January, 2023
Holly N. Knepp
 (Signature of Notary Public)
 My commission expires 6-2-24

HOLLY N. KNEPP
 OFFICIAL SEAL
 Notary Public - State of Illinois
 My Commission Expires Jun 02, 2024

(Notary Seal)

Add pages for additional contracts



Local Public Agency	County	Street Name/Road Name	Section Number
ALGONQUIN	McHenry & Kane	Various	23-00000-00-GM

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

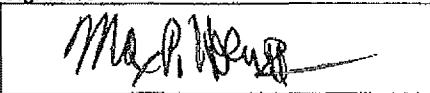
Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Chicagoland Laborer's JATC, Carol Stream, IL - Construction Craft Laborer

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
Hoerr Construction, Inc.		1-27-23
Title		
President		
Address	City	State Zip Code
1416 County Road 200N, PO Box 65	Goodfield	IL 61742



Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
VILLAGE OF ALGONQUIN	McHenry & Kane	VARIOUS	23-00000-00-GM

I, Max P. Hoerr II of Congerville, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

- That I am the President of Hoerr Construction, Inc.
Officer or Position Bidder
- That I have personal knowledge of the facts herein stated.
- That, if selected under the proposal described above, Hoerr Construction, Inc., will maintain a business office in the
Bidder
 State of Illinois, which will be located in Woodford County, Illinois.
County
- That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
- That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
	1-27-23
Print Name of Affiant	
Max P. Hoerr II	

Notary Public

State of IL

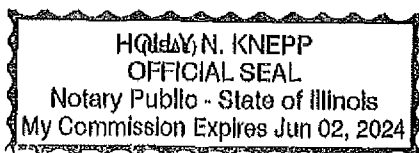
County of Woodford

Signed (or subscribed or attested) before me on 1-27-23 by
(date)

Max P. Hoerr II, authorized agent(s) of
(name/s of person/s)
Hoerr Construction, Inc.
Bidder

Signature of Notary Public

My commission expires 6-2-24





**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**



Local Public Agency VILLAGE OF ALGONQUIN	County McHenry & Kane	Section Number 23-0000-00-GM
--	-------------------------------------	--

WE, Hoerr Construction Inc as PRINCIPAL, and West Bend Mutual Insurance Company as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 31st of January, 2023

Principal		Principal	
Company Name	Signature	Company Name	Signature
Hoerr Construction Inc	<i>[Signature]</i>		
	Date: 01/31/2023		Date:
Title: <i>President</i>		Title:	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety	
Name of Surety	Signature of Attorney-in-Fact
West Bend Mutual Insurance Company	<i>[Signature]</i>
	Date: 01/31/2023

STATE OF IL
COUNTY OF MACON
I Catherine L Ater

, a Notary Public in and for said county do hereby certify that
James D Morgason

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of January, 2023



Notary Public Signature
Catherine L Ater
Date commission expires May 7, 2023

Local Public Agency

County

Section Number

VILLAGE OF ALGONQUIN

McHenry & Kane

23-00000-00-GM

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature

Date

--

--

Title

--



THE SILVER LINING®

Bond No. 2636457

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

James D. Morgason

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:
Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 31st day of January, 2023



Heather A. Dunn
Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.



Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Algonquin	McHenry & Kane	23-00000-00-GM

Check this box for lettings prior to 01/01/2023.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

Check Sheet #		Page No.
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	53
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	56
3	<input type="checkbox"/> EEO	57
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	67
5	<input type="checkbox"/> Required Provisions - State Contracts	72
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	78
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	80
9	<input type="checkbox"/> Construction Layout Stakes	81
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	84
11	<input type="checkbox"/> Subsealing of Concrete Pavements	86
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	90
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	92
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	93
15	<input type="checkbox"/> Polymer Concrete	95
16	<input type="checkbox"/> Reserved	97
17	<input type="checkbox"/> Bicycle Racks	98
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	100
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	102
20	<input type="checkbox"/> English Substitution of Metric Bolts	103
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	104
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	105
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	113
24	<input type="checkbox"/> Reserved	129
25	<input type="checkbox"/> Reserved	130
26	<input type="checkbox"/> Temporary Raised Pavement Markers	131
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	132
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	135
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	142
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	144
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	145

Local Public Agency	County	Section Number
Village of Algonquin	McHenry & Kane	23-00000-00-GM

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	147
LRS 2	<input type="checkbox"/> Furnished Excavation	148
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	149
LRS 4	<input checked="" type="checkbox"/> Flaggers In Work Zones	150
LRS 5	<input checked="" type="checkbox"/> Contract Claims	151
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	152
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	158
LRS 8	Reserved	164
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	165
LRS 10	Reserved	169
LRS 11	<input checked="" type="checkbox"/> Employment Practices	170
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	172
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	174
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	175
LRS 15	<input checked="" type="checkbox"/> Partial Payments	178
LRS 16	<input type="checkbox"/> Protests on Local Lettings	179
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	180
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	181
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	182

Revised

BDE SPECIAL PROVISIONS For the January 20, 2023 and March 10, 2023 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#	Special Provision Title	Effective	Revised
	80099	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	<input type="checkbox"/> Blended Finely Divided Minerals	April 1, 2021	
*	80241	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
*	50531	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	<input type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
*	80199	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80261	<input type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80447	<input checked="" type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
	80433	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
	80446	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
	80438	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80441	<input checked="" type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
*	34261	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445	<input type="checkbox"/> Seeding	Nov. 1, 2022	
	80448	<input checked="" type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80436	<input checked="" type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
*	20338	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1976	Sept. 2, 2021
	80429	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	<input type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	<input type="checkbox"/> Waterproofing Membrane System	Nov. 1, 2021	
	80302	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	<input type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	<input type="checkbox"/> Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

TABLE OF CONTENTS

SPECIAL PROVISIONS 1

D-1 Specifications
Highway Standards

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2023 indicated on the Check Sheet included herein; all of which apply to and govern the construction of the Drainage Structure Cleaning for the Village of Algonquin, Illinois.

These special provisions included herein apply to and govern the proposed improvement designated as Drainage Structure Cleaning and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

The Local Agency reserves the right to extend this Contract for an additional period of two (2) years. The Contractor, however, shall have the privilege of rejecting an extension of the Contract period. Such rejection shall be made in writing to the Municipality, at least forty-five (45) days prior to the expiration of the Contract period and shall state his/her unwillingness to continue under the same terms and conditions.

The Village reserves the right to cancel the contract at any time.

Location of Improvement

These improvements are in various locations throughout the Village of Algonquin, Illinois. Structure exhibits with specific locations will be provided by the Village once work is started. All structures can be accessed from the road. All locations are within the Village road Right-of-Way or on Village property.

Description of Improvement

The proposed work includes cleaning of various drainage structures throughout the Village.

Traffic Control and Protection

All necessary traffic control and protection shall be considered incidental to the contract.

Commencement of Work

The contractor will not be allowed to begin the project before 3/1/2023 without written approval from the Village.

Completion of Work

All work shall be completed by 12/1/2023.

CLEANING EXISTING DRAINAGE STRUCTURES

Effective: September 30, 1986

Revised: December 1, 2011

All existing storm sewers, pipe culverts, manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be shown on the plans.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned according to Article 602.15 of the Standard Specifications. This work will be paid for according to accordance with Article 602.16 of the Standard Specifications.

All other existing drainage structures which are specified to be cleaned on the plans will be cleaned according to Article 602.15 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price each for DRAINAGE STRUCTURES TO BE CLEANED, and at the contract unit price per foot (meter) for STORM SEWERS TO BE CLEANED, of the diameter specified.



2023 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Brown Equipment for the Purchase of a Hydro-Excavator in the Amount of \$512,036.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



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



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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.





2023 - R - ____
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Moore Landscapes for the 2023 Landscape Maintenance and Annual Plant Installation in the Amount of \$127,232.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services)

Effective Date: 05/01/2023

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.** No additional or contrary terms stated in the Vendor’s acknowledgment or other response shall be deemed a part of this Agreement.

Project: Downtown Streetscape Landscape Maintenance Contract 2023	Location: Downtown Algonquin
Originating Department: Village of Algonquin Public Works	
Owner	Vendor
Name : Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Brad Andresen Phone: 847-658-1488 Email: bradleyandresen@algonquin.org	Name: Moore Landscapes, LLC Address: 1869 Techny Road Northbrook, IL 60025 Contact: Logan Lowry Phone: (847) 722-6898 Email: llowry@moorelandscapes.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. (“the Act”). The Act 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 amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

COST OF WORK: The Contract Price of the Work under this Agreement is:
 Price as set forth in Schedule B

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
See Sch B		Downtown Streetscape Landscape Maintenance 2023	\$127,232.00

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 April 30th, 2023.

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.

VENDOR:

VILLAGE OF ALGONQUIN

By: Logan Lowry
 Representative of Vendor authorized to execute Purchase Order Agreement

By: _____

Title: Account Executive

Title: _____

Dated: 2-27-23

Dated: _____

TERMS AND CONDITIONS

- 1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor'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 Vendor 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:** Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined 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 Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Vendor 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 Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.
- 5. Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor 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 Vendor. 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 mutual written consent of the Parties.
- 8. Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 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. Vendor Warranty:** Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

10. Insurance:

10.1 Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor 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 request 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, Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Vendor in connection with the Work. Such performance and payment bond shall be an amount determined by Owner.

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

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its 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 Vendor, or those working at Vendor's direction.

11.2 In any and all claims against the Owner or any of its agents or employees, by any employee of Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.3 In addition to any indemnification obligations under this Agreement, Vendor acknowledges that should any items or work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorneys' fees.

12. Termination; Force Majeure: In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, 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: Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

14. Compliance With Laws: During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws 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 Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

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: Vendor 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 Vendor and the results thereof. Vendor 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 Vendor on a mutually agreed date and time.

17. Tobacco Use: Vendor, 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, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

19. Limitation of Liability; Third Party Liability: 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 Vendor 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 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.

Village of Algonquin

Landscape Maintenance Contract 2023

Wednesday, February 22, 2023





Date: 2/22/2023
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
(Exhibit A)**

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

\$1,556.00

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

Seasonal Annuals - Spring Bridge Planters **\$2,582.00**

Furnish and install Spring flowers in 4 raised planters at bridge

Seasonal Annuals - Summer Urns **\$4,943.00**

Furnish and install Summer flowers in 20 urns

Seasonal Annuals - Summer Bridge Planters **\$2,271.00**

Furnish and install Summer flowers in 4 raised planters at bridge

Seasonal Annuals - Winter Urns **\$8,419.00**

Furnish and install winter décor in 20 urns

Seasonal Annuals - Winter Bridge Planters **\$3,233.00**

Furnish and install Winter Décor in 4 raised planters at bridge

Seasonal Hanging Basket Rotations

Seasonal Annuals - Summer Hanging Baskets **\$19,795.00**

Furnish and install summer annuals in (40) large Downtown hanging baskets & (74) #10 pots at Riverfront light poles.

Seasonal Annuals - Winter Hanging Baskets **\$16,187.00**

Furnish and install winter decor in (40) large Downtown hanging baskets

Total: **\$119,994.00**

Confirmed Optional Services

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

Base contract: **\$119,994.00**

Confirmed optional services: **\$7,238.00**

Total contract amount: **\$127,232.00**

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 \$127,232.00 , 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 (Exhibit B)

SCHEDULE	PRICE
April	\$15,904.00
May	\$15,904.00
June	\$15,904.00
July	\$15,904.00
August	\$15,904.00
September	\$15,904.00
October	\$15,904.00
November	\$15,904.00
<hr/>	
	\$127,232.00

Agreement of Services

Entered this Date of Proposal: February 22,
2023

Moore Landscapes, LLC
1869 Techny Road
Northbrook, IL 60062

Between

AND

Village of Algonquin
110 Meyer Dr.
Algonquin, IL 60102

Total contract amount: **\$127,232.00**

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: February 22, 2023

Signature: _____

Printed Name: _____

PO Number: _____

Date: _____

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

VOA: _____

_____:

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

General Insurance Provisions

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



2023 - R - ____
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Resource Environmental Services for the 2023 Natural Area Maintenance in the Amount of \$68,810.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

TERMS AND CONDITIONS

- 1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor'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 Vendor 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 both parties. 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:** Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined 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 Vendor's Services under this Agreement. Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work or provide the products provided for herein, and that it is properly equipped, organized and financed to handle such work. Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Vendor 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 Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.
- 5. Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor 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 Vendor. 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 mutual written consent of the Parties.
- 8. Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 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. Vendor Warranty:** Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

10. Insurance:

10.1 Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor 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 request 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, Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Vendor in connection with the Work. Such performance and payment bond shall be an amount determined by Owner.

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

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its 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 Vendor, or those working at Vendor's direction. Notwithstanding anything to contrary contained herein, Vendor assumes no liability for and shall not be required to save Owner Harmless or indemnify it for any claims arising out of and/or resulting from Owner's own negligence or willful misconduct.

11.2 In any and all claims against the Owner or any of its agents or employees, by any employee of Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Vendor assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Vendor as an employer which limit the amount of Vendor's liability to the Owner to the amount of Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

11.3 In addition to any indemnification obligations under this Agreement, Vendor acknowledges that should any items or work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorneys' fees.

12. Termination; Force Majeure: In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, 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: Vendor shall, for the duration of this Agreement, at the discretion of the Owner and at the expense of Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Vendor thereunder. In the event Vendor fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Vendor the cost and expense directly including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner. Vendor may terminate this Agreement or suspend performance hereunder for a breach by Owner.

14. Compliance With Laws: During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws 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 Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

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: Vendor 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 Vendor and the results thereof. Vendor 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 Vendor on a mutually agreed date and time.

17. Tobacco Use: Vendor, 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, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

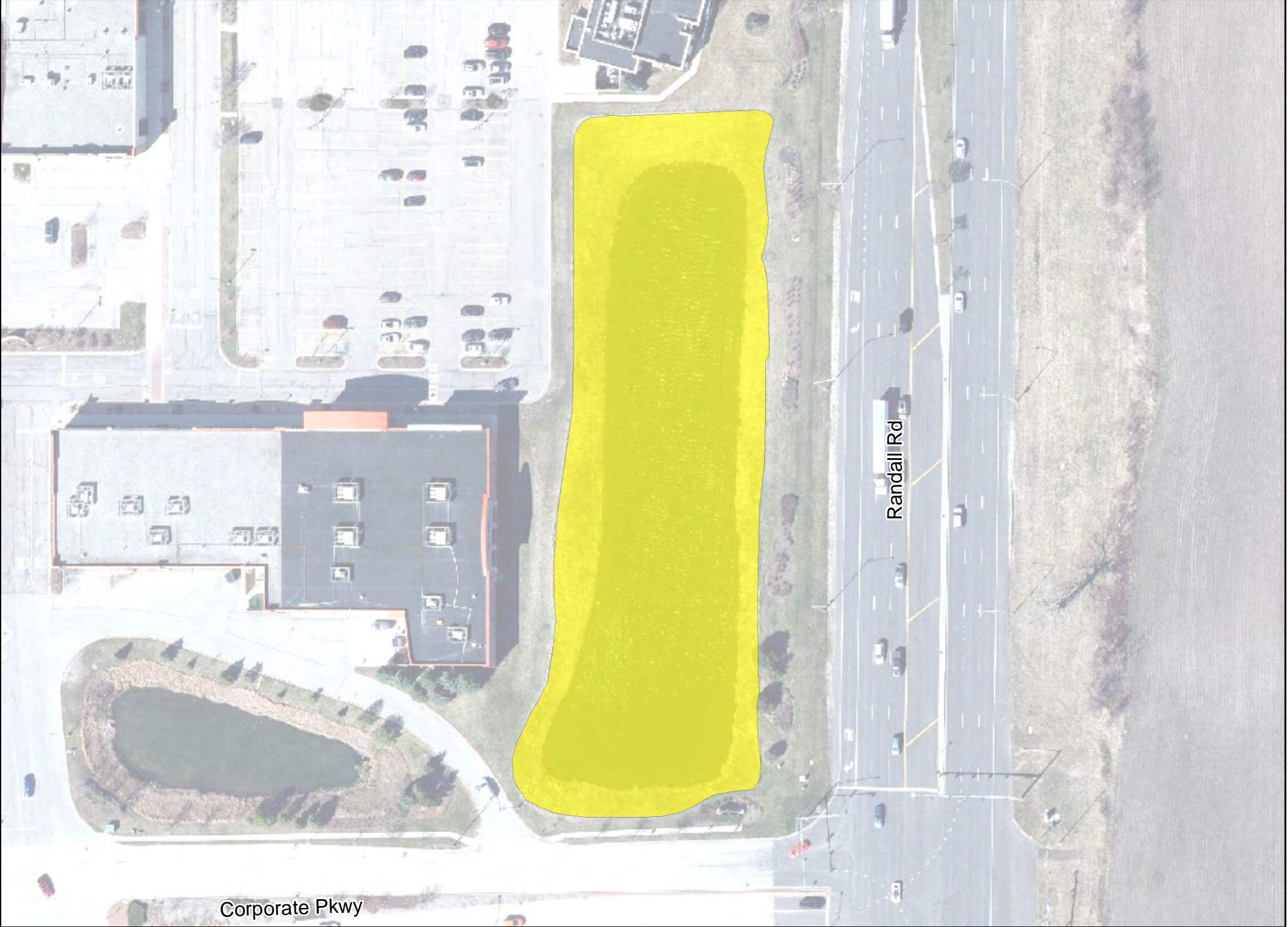
19. Limitation of Liability; Third Party Liability: In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.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

ALGONQUIN COMMONS DETENTION

1.74 Acres

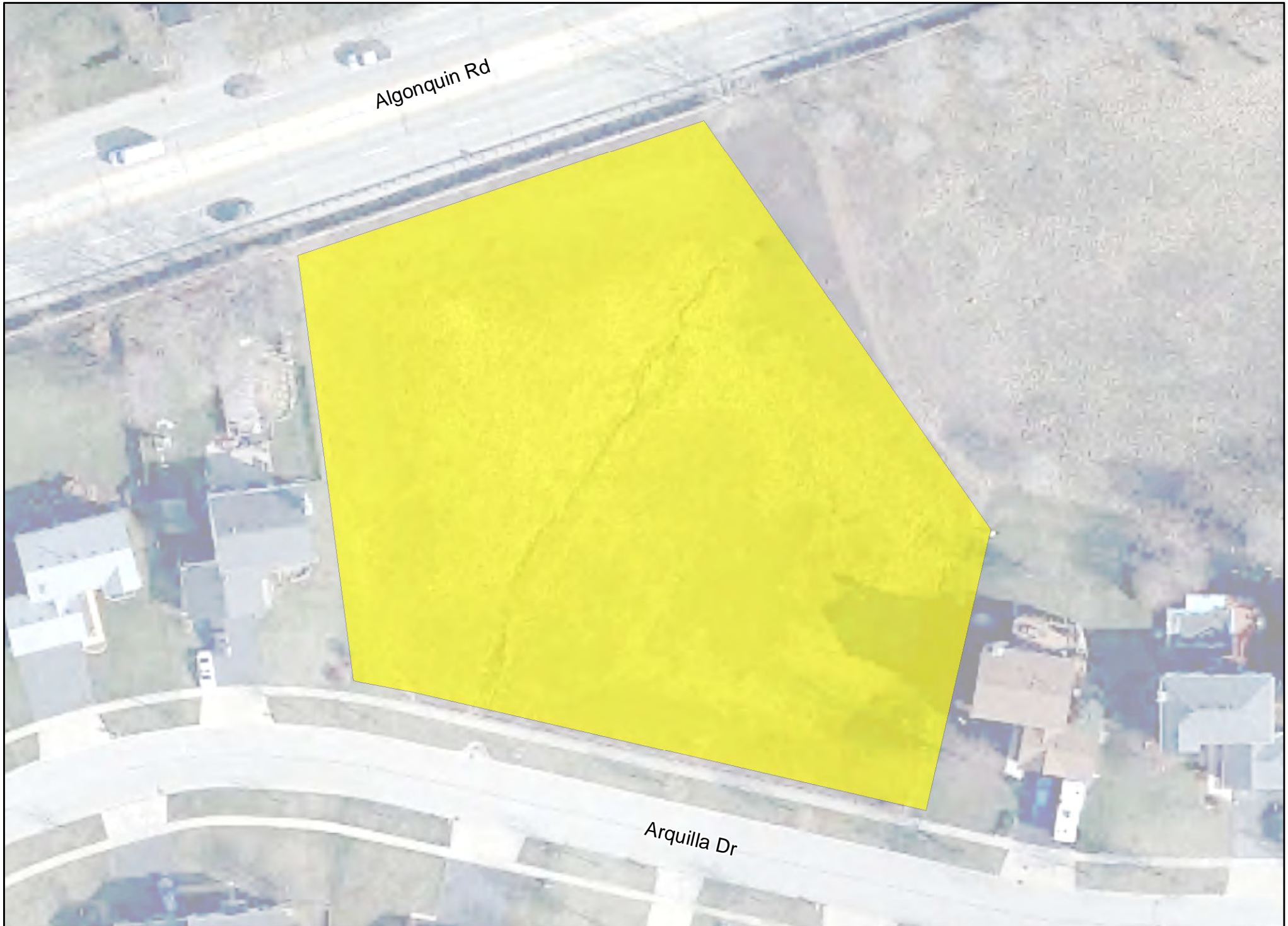


Corporate Pkwy

Randall Rd

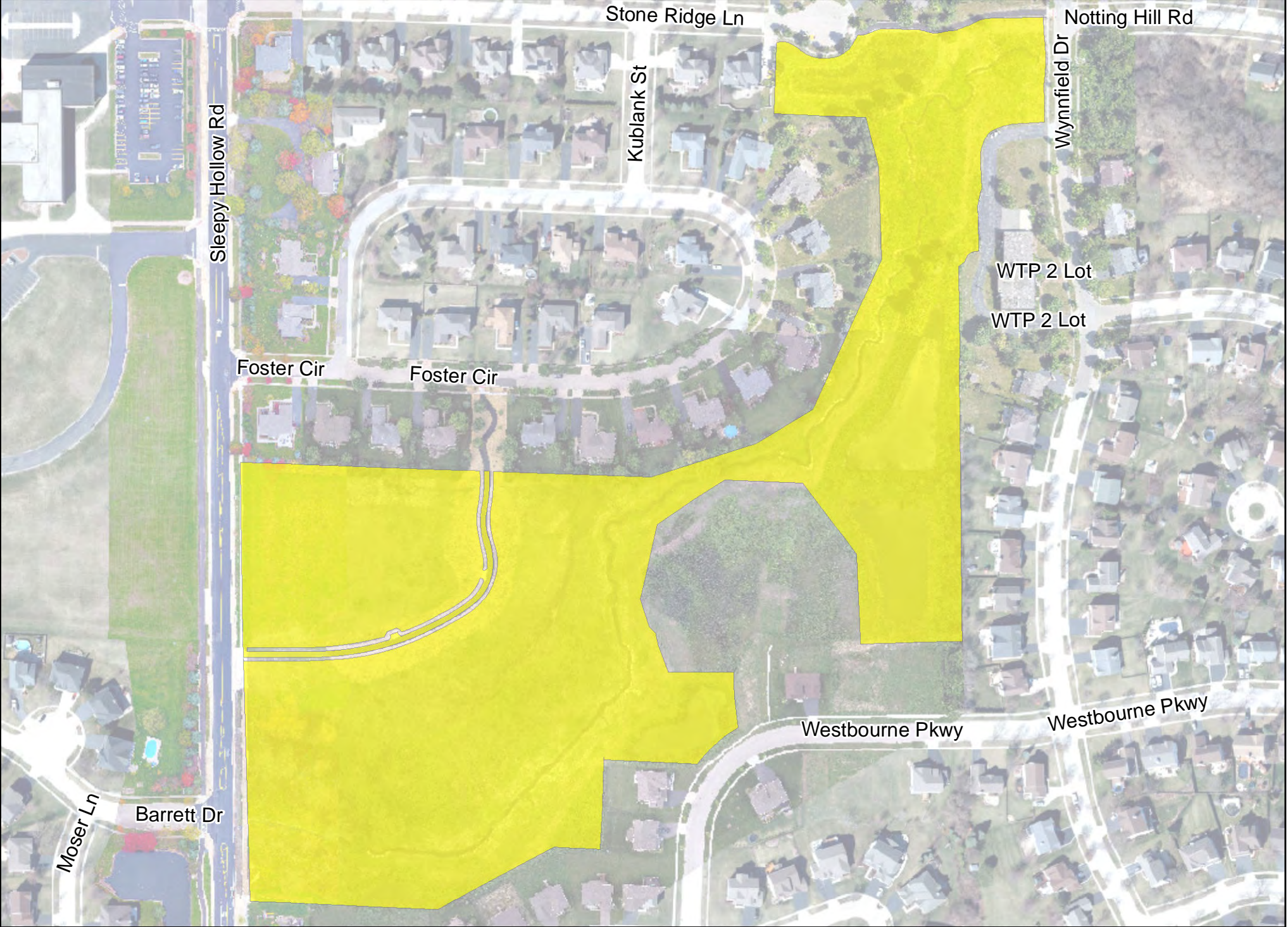
ARQUILLA DETENTION

1.31 Acres



DIXIE CREEK RIPARIAN CORRIDOR-SLEEPY HOLLOW TO WYN

19.04 Acres



Stone Ridge Ln

Notting Hill Rd

Sleepy Hollow Rd

Kublank St

Wynnfield Dr

WTP 2 Lot

WTP 2 Lot

Foster Cir

Foster Cir

Westbourne Pkwy

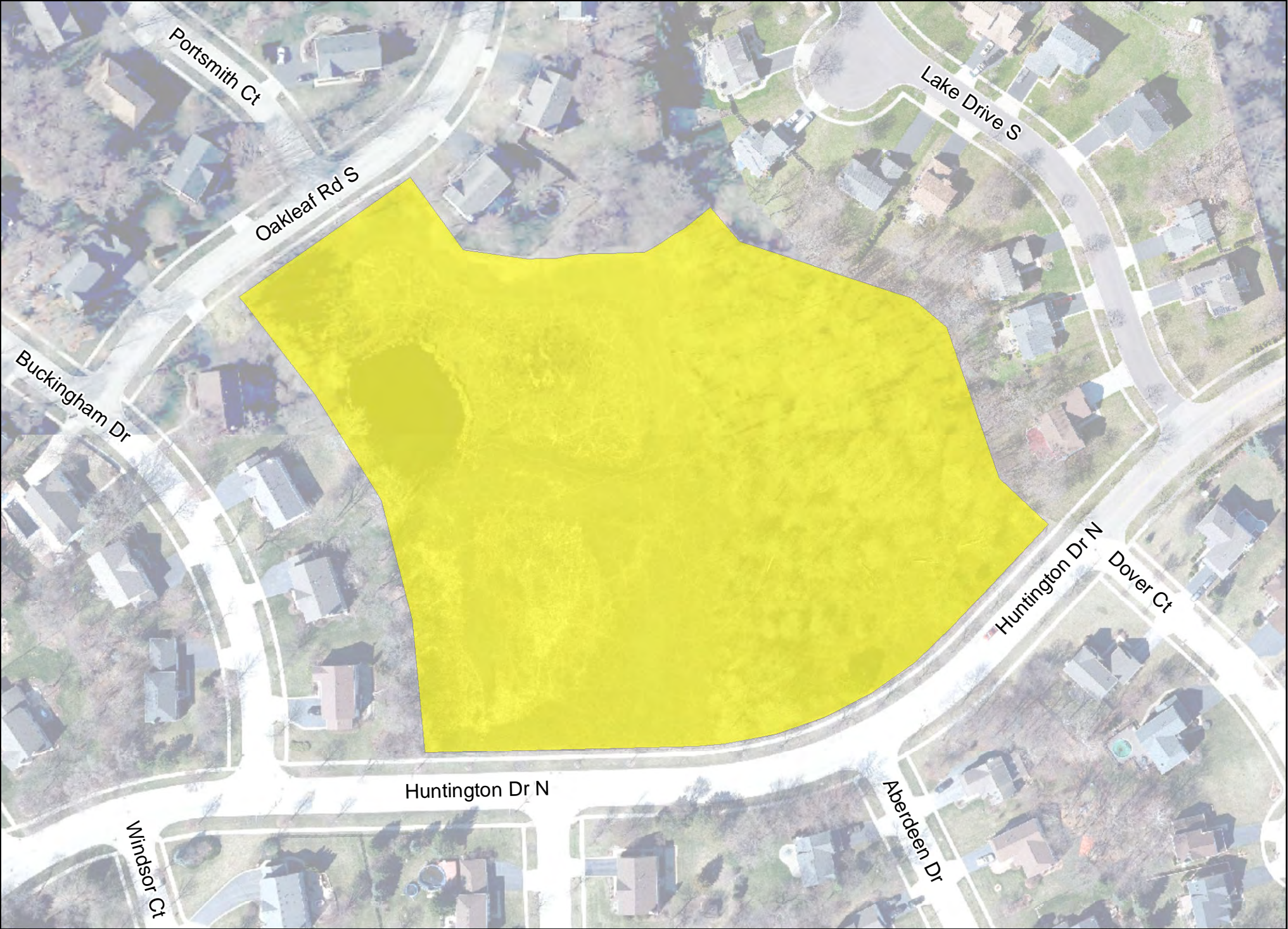
Westbourne Pkwy

Moser Ln

Barrett Dr

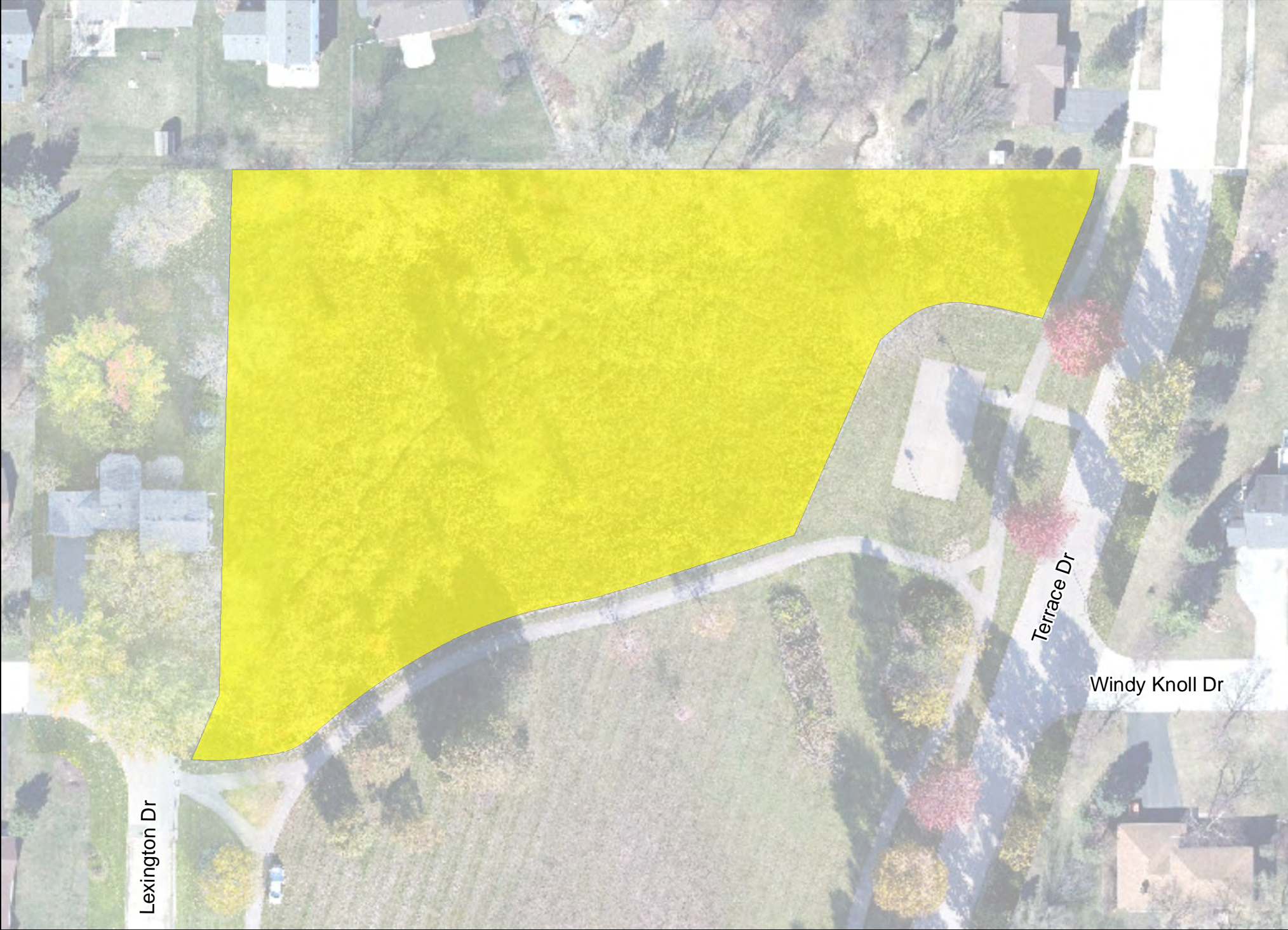
FALCON RIDGE NATURE PRESERVE

6 Acres



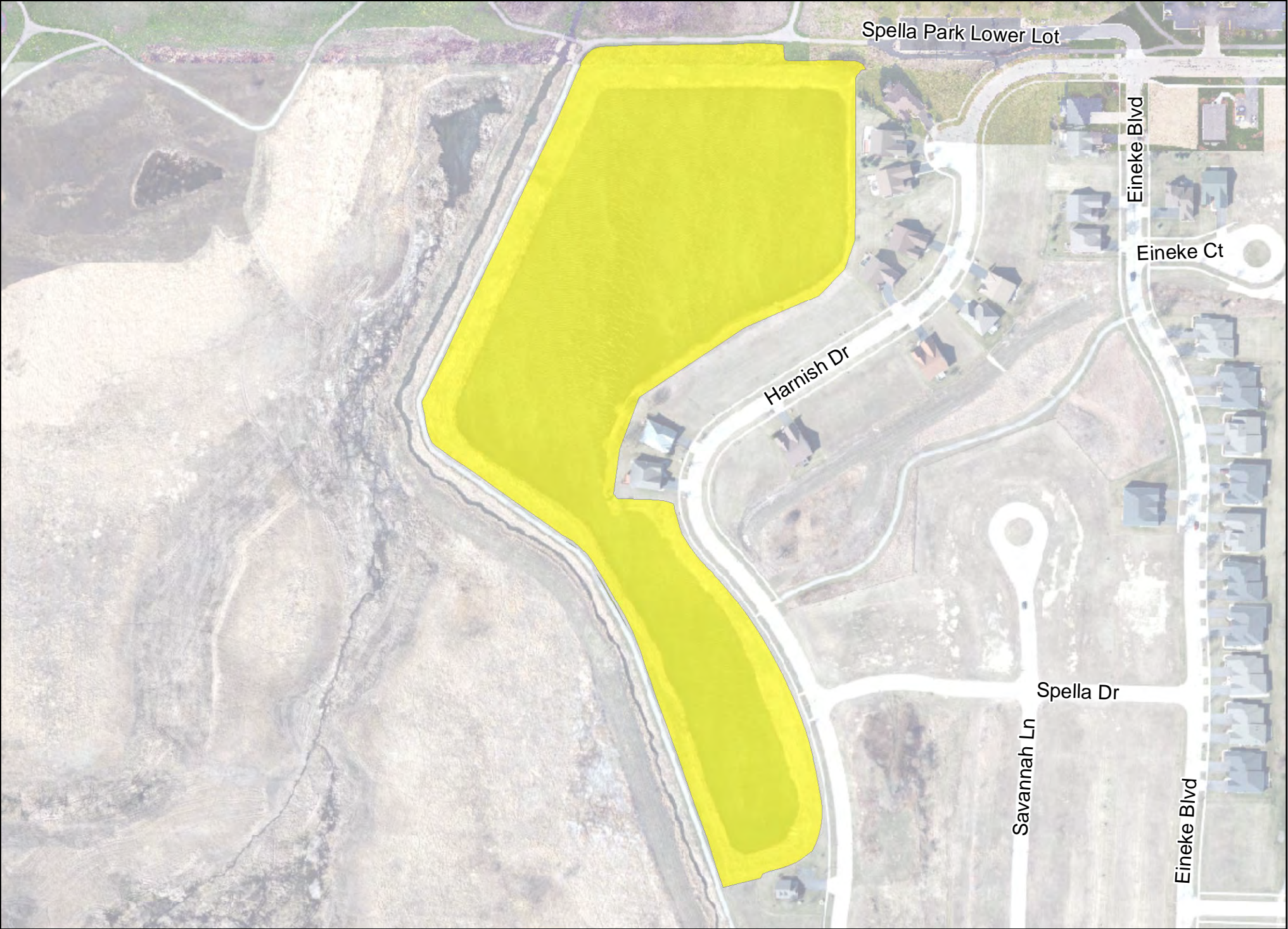
GASLIGHT PARK BIRD & BUTTERFLY SANCTUARY

1.99 Acres



GRAND RESERVE DETENTION

13.78 Acres



GRAND RESERVE PRAIRIE

4.57 Acres



Harnish Dr

First Growing Season Maintenance:
0.6 Acres

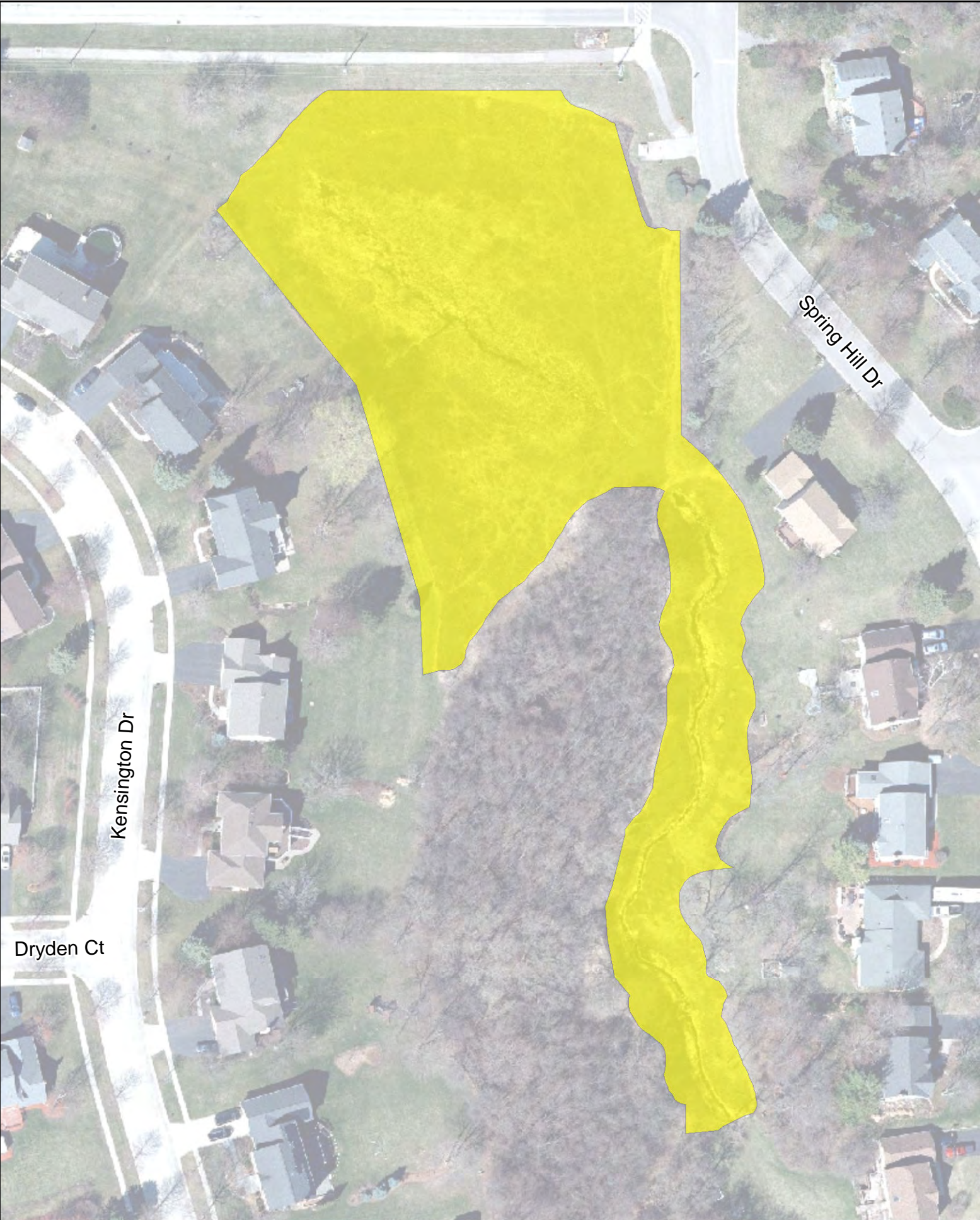
Eineke Ct

Eineke Blvd

Savannah Ct

LAWNDALE PARK NATURE PRESERVE NORTH

2.33 Acres



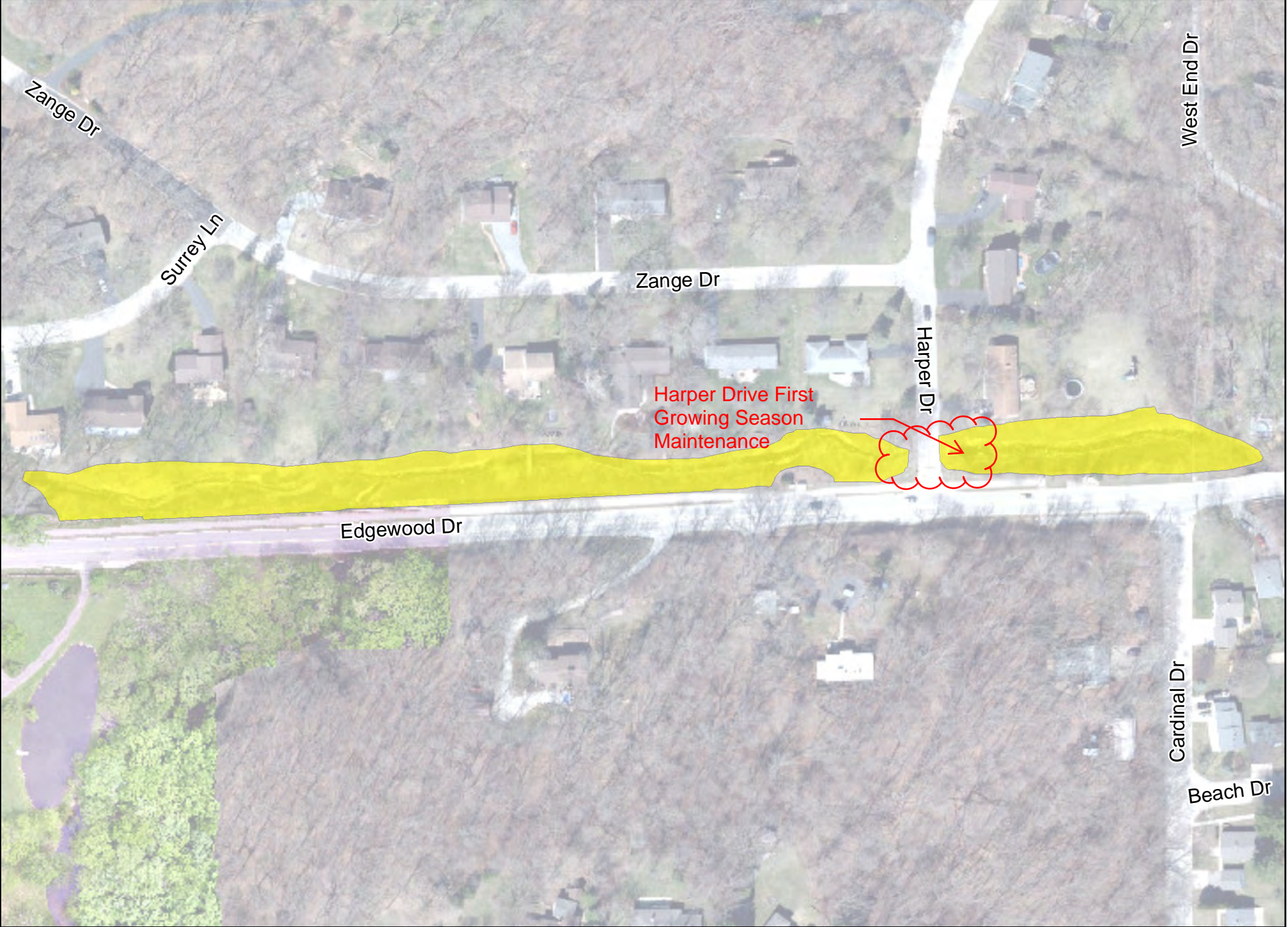
PUBLIC WORKS FACILITY PRAIRIE

1.77 Acres



RATT CREEK TRIBUTARY RIPARIAN CORRIDOR

1.94 Acres



Zange Dr

Surrey Ln

Zange Dr

Harper Dr

West End Dr

Harper Drive First
Growing Season
Maintenance

Edgewood Dr

Cardinal Dr

Beach Dr

RIVERWALK MAIN STREET TO FOX RIVER

0.76 Acres



SOUWANAS REACH 2 - 3.4 Acres



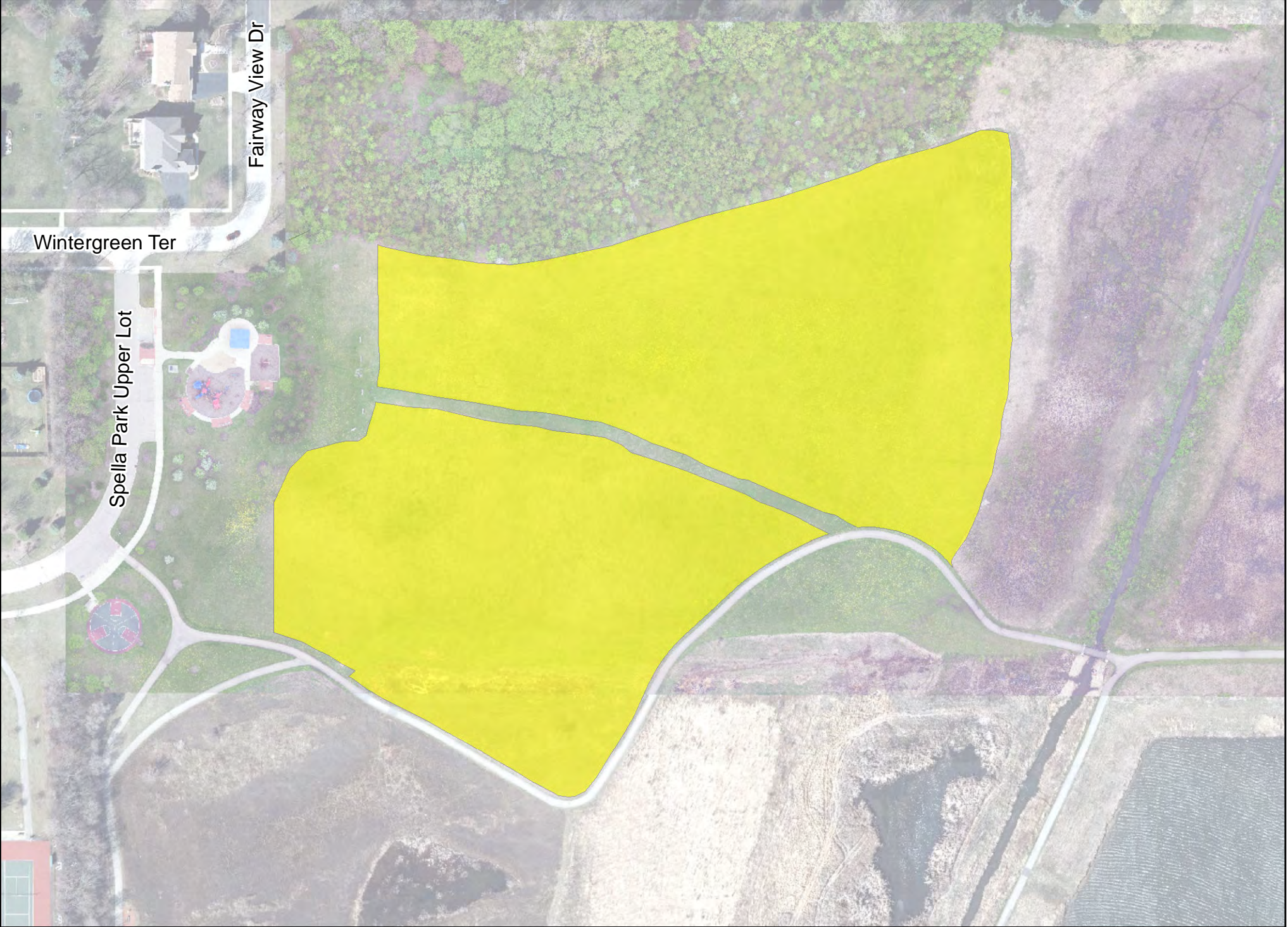
SPECTRUM NATIVE CORRIDOR

5.1 Acres



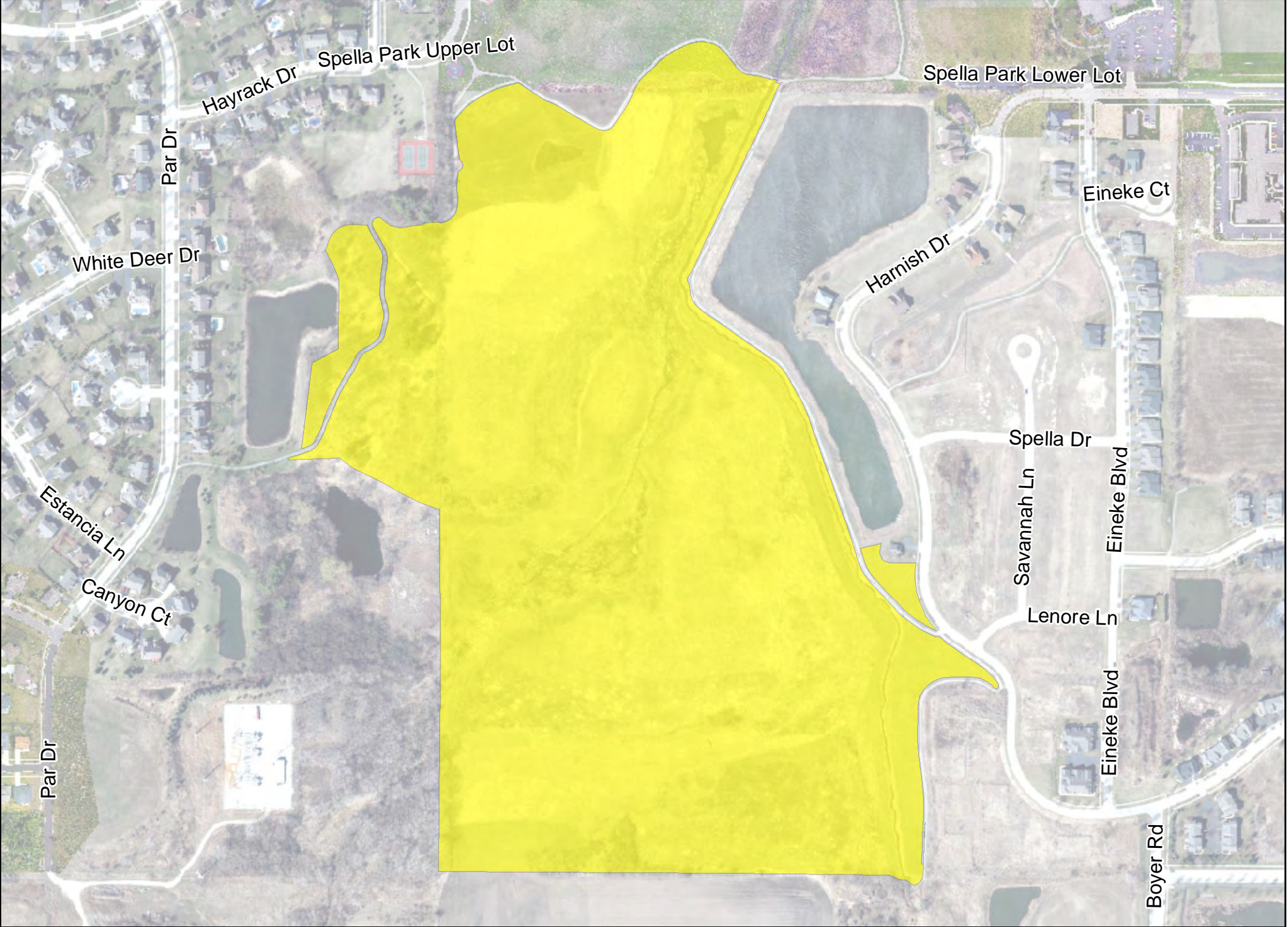
SPELLA PARK POLLINATOR SLED HILL

8.01 Acres



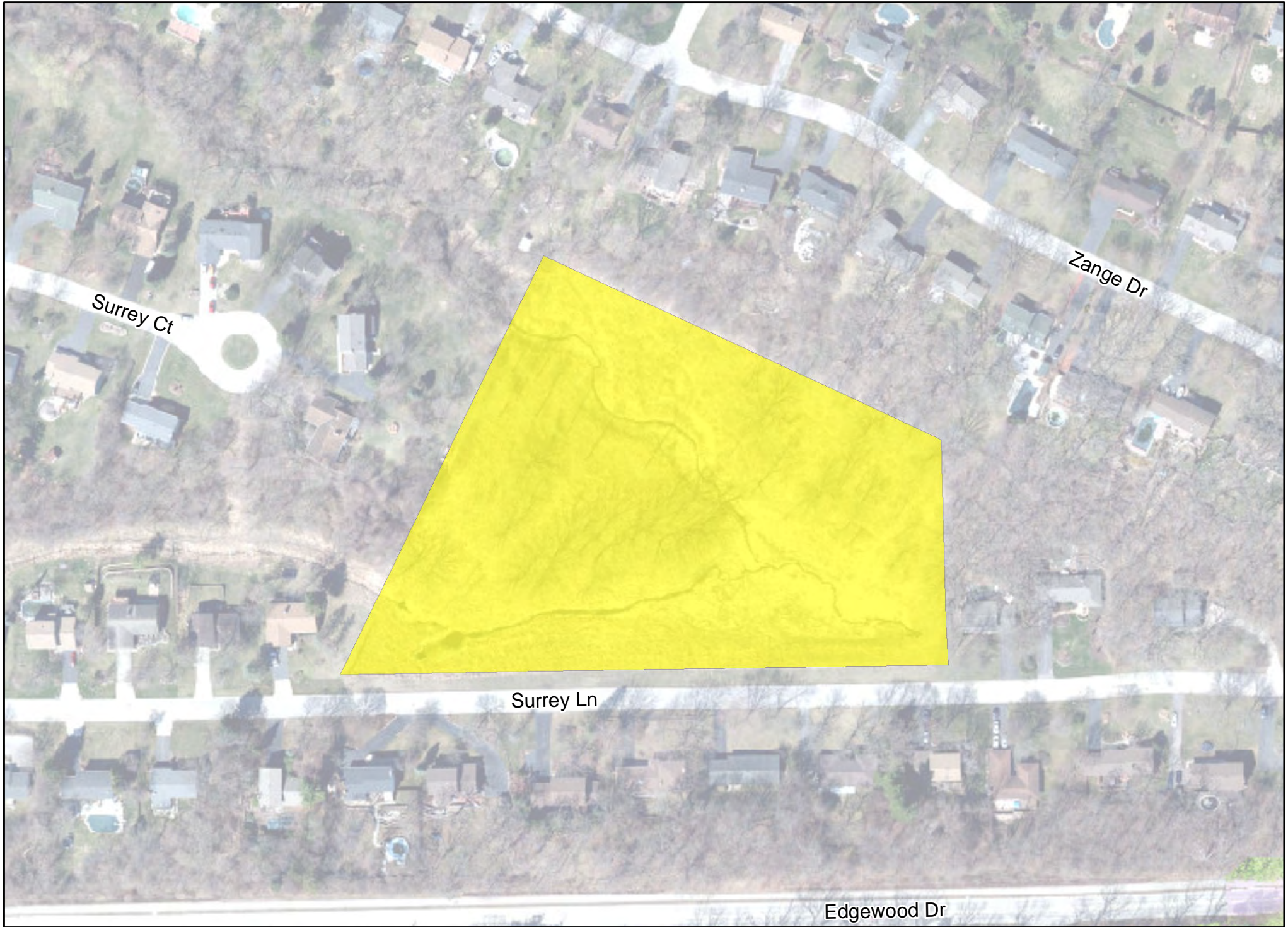
SPELLA WETLAND

87.99 Acres



SURREY LANE PRESERVE

5.91 Acres



Surrey Ct

Zange Dr

Surrey Ln

Edgewood Dr

TOWNE PARK PRAIRIE

3.95 Acres



IL Route 31

Algonquin Rd

Mound St

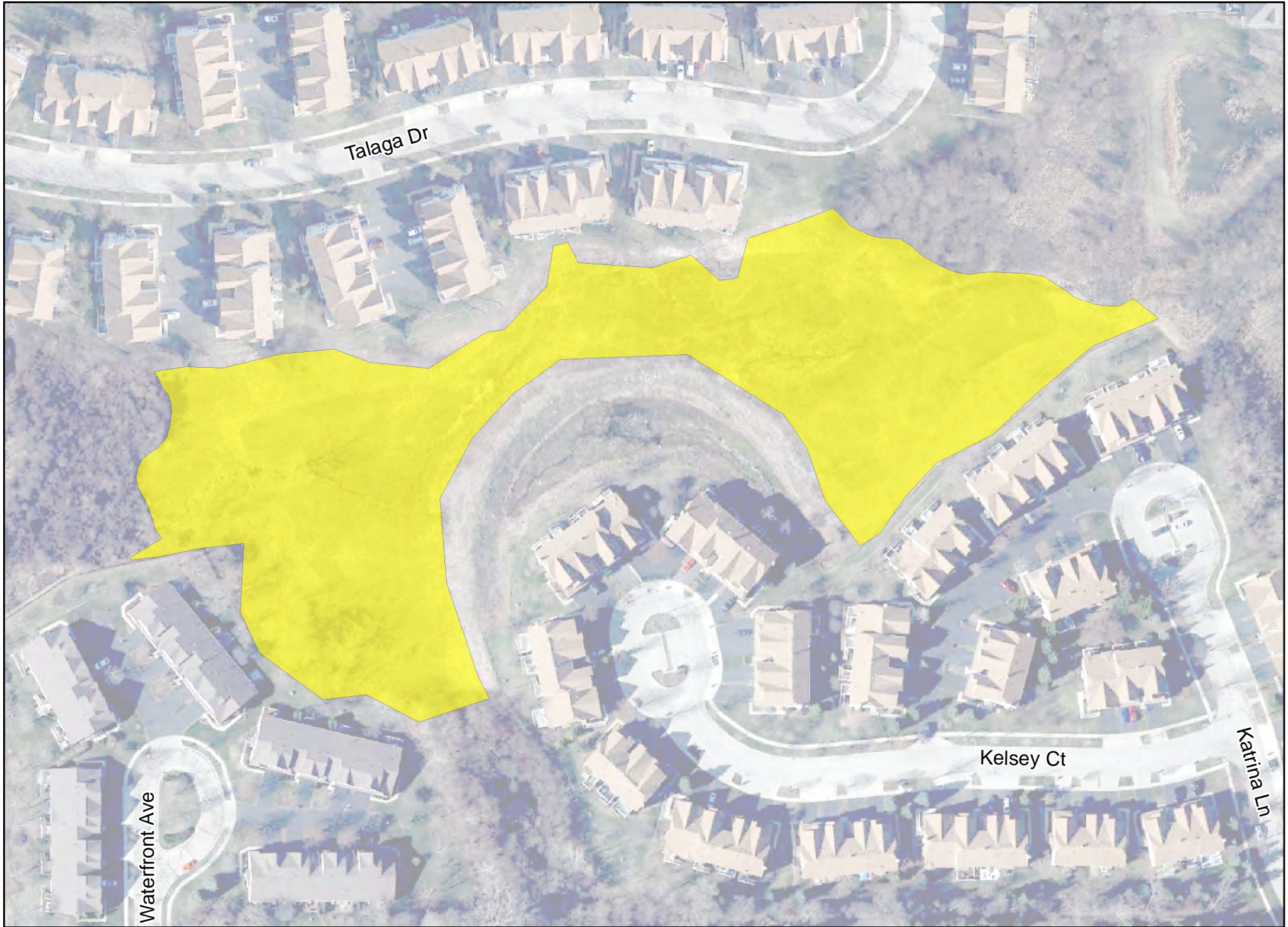
Towne Park Lot

Historic VH Lot

Main St S

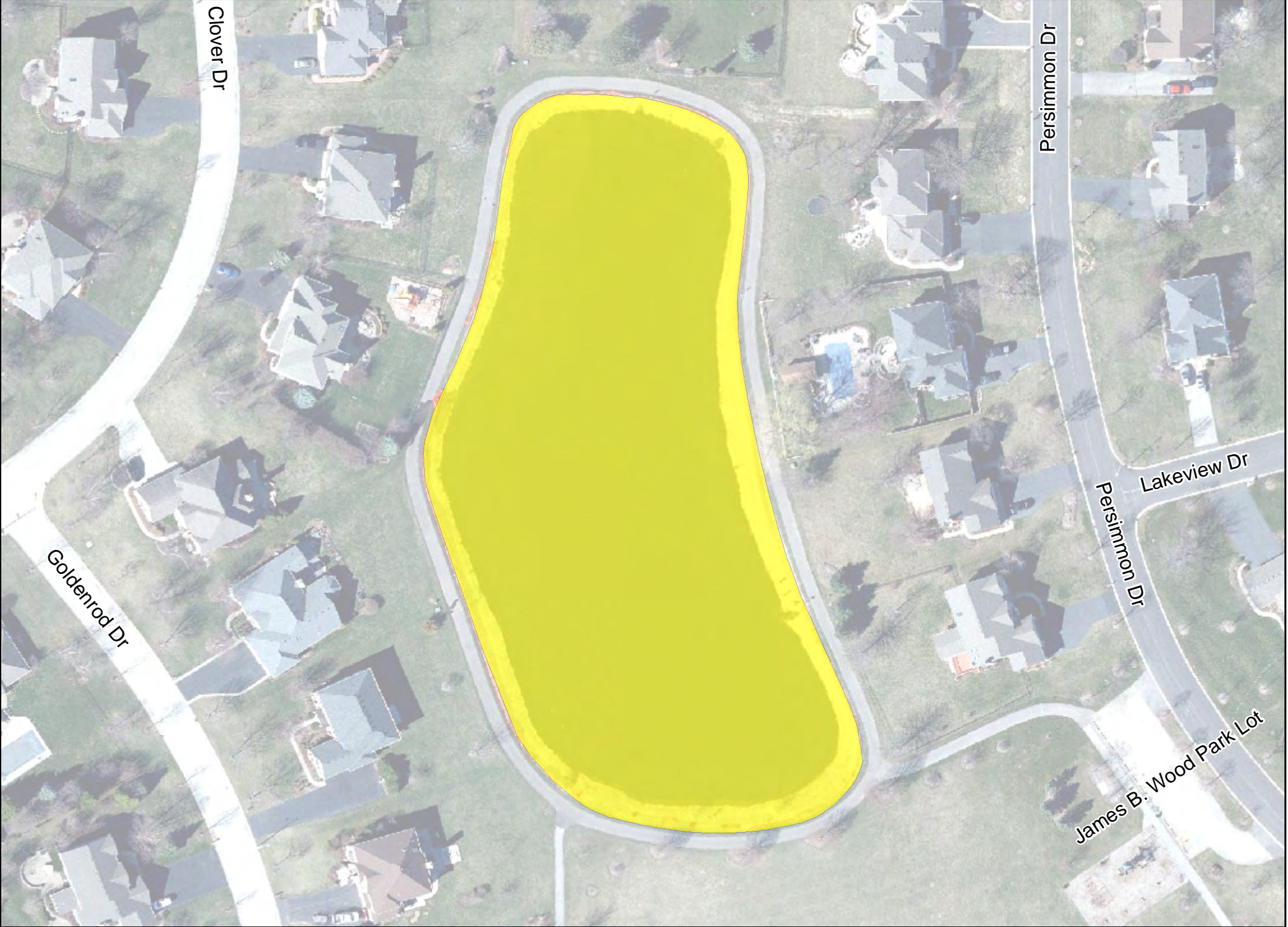
WINDING CREEK RIPARIAN CORRIDOR-TALAGA DR

4.38 Acres



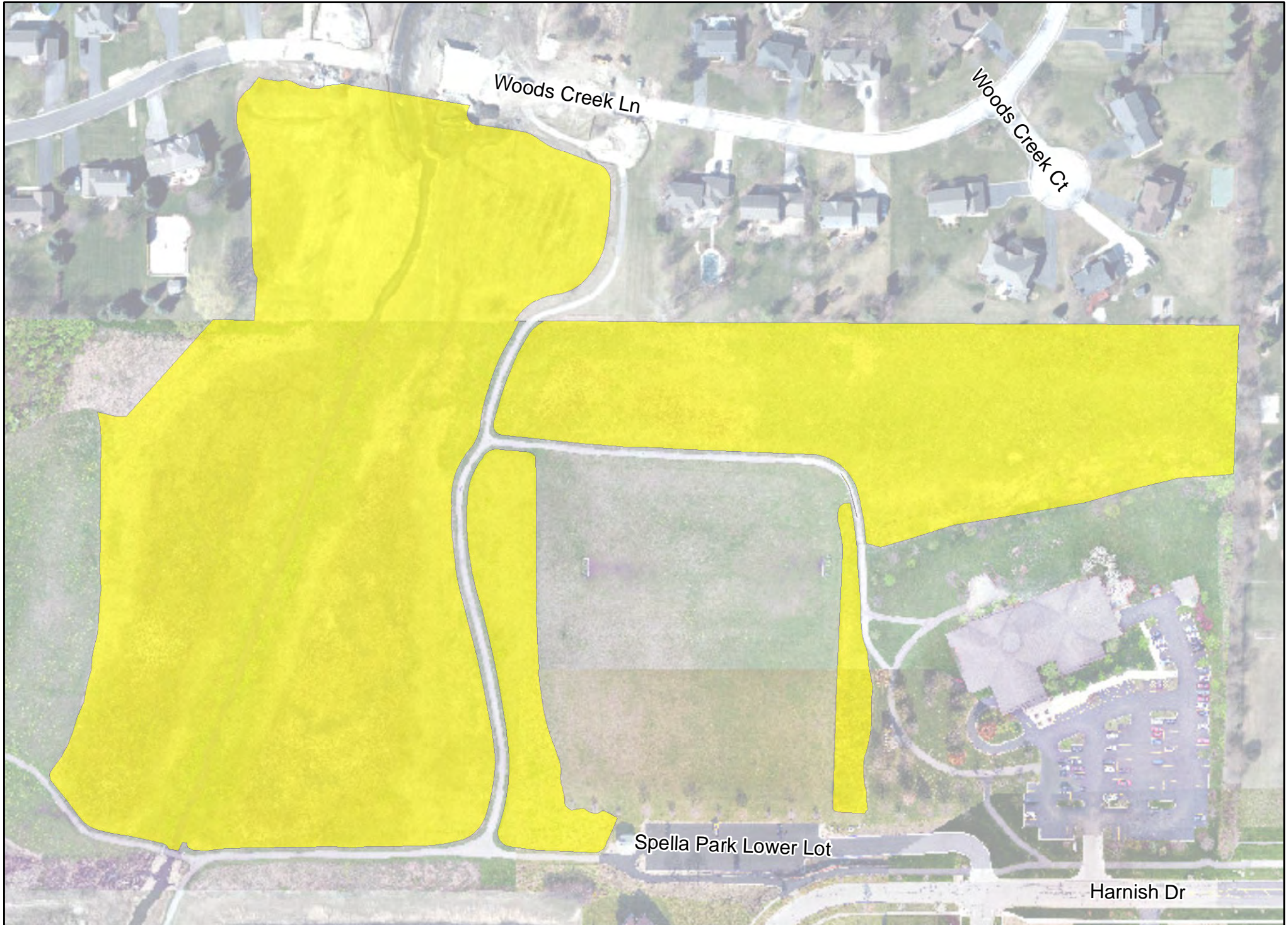
WOOD PARK DETENTION

2.52 Acres



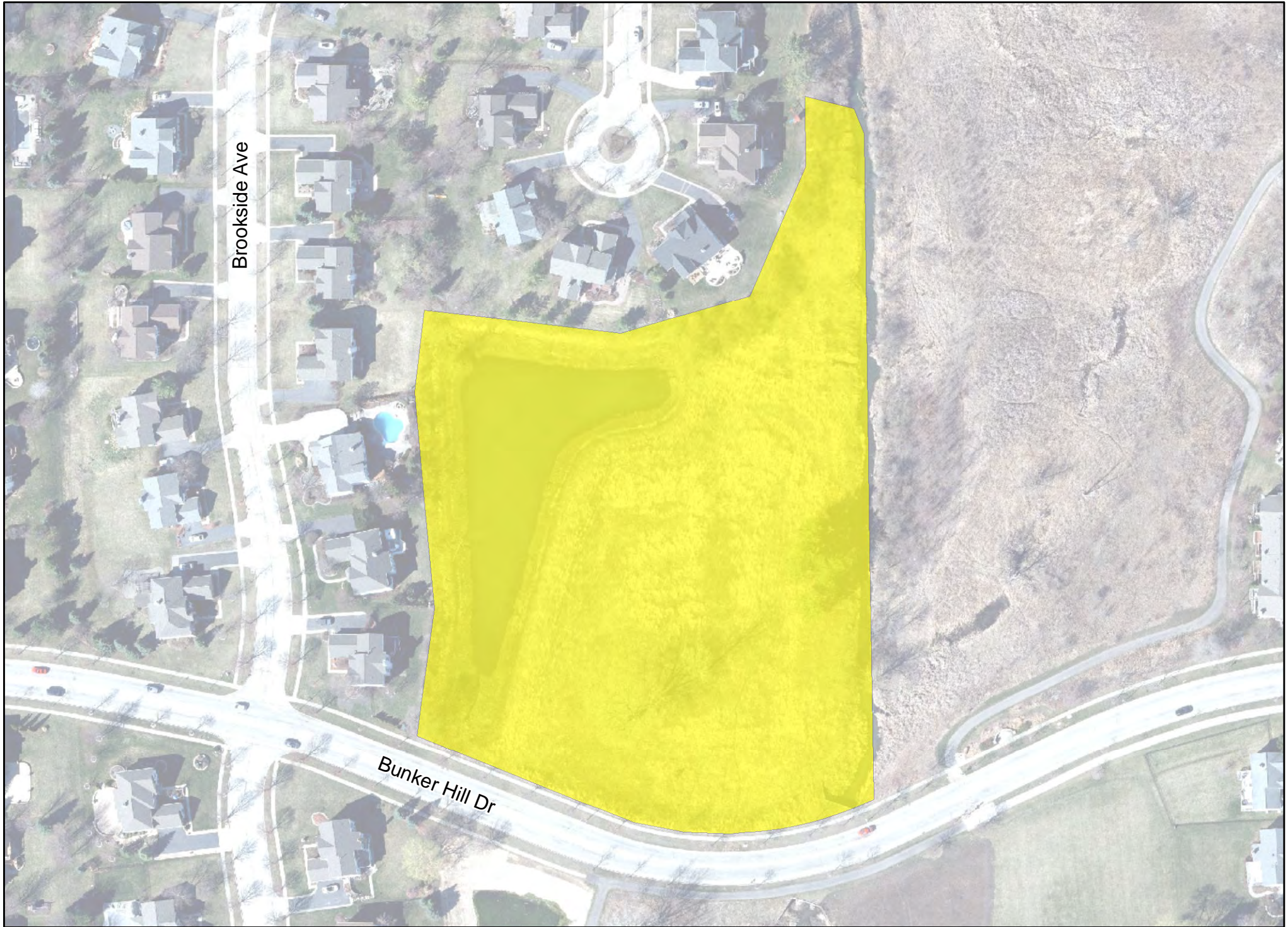
WOODS CREEK RIPARIAN CORRIDOR- SPL BRD TO WDCRKR LN

16.22 Acres



WOODS CREEK RIPARIAN CORRIDOR-BUNKER HILL NW

5.58 Acres



WOODS CREEK RIPARIAN CORRIOR-BROOKSIDE AVE

2.14 Acres

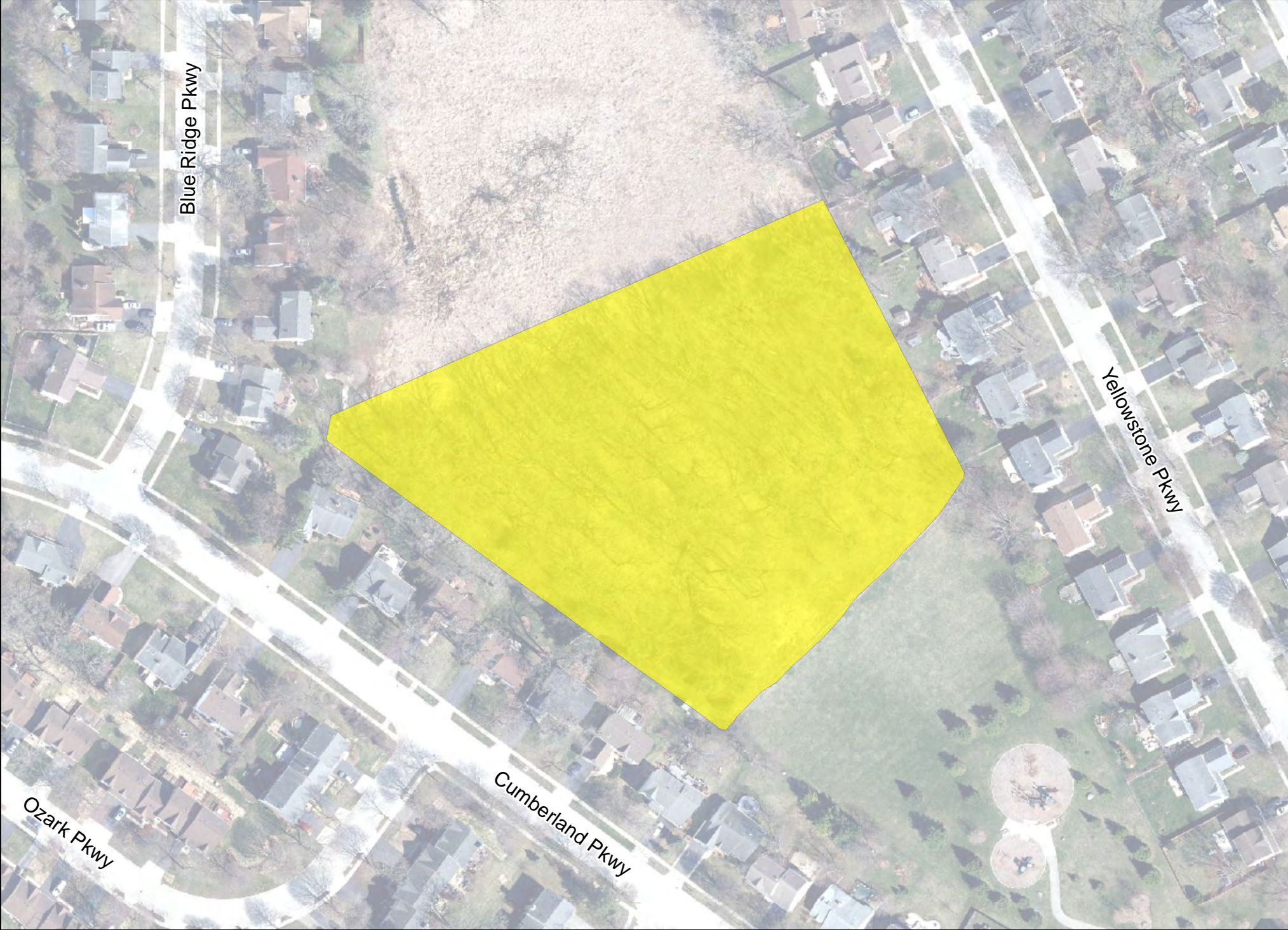


Springbrook Rd

Brookside Ave

YELLOWSTONE DETENTION & WOODLAND

3.61 Acres



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

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

VOA: _____

_____:

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

General Insurance Provisions

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



2023 - R - ____
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Bonnell Industries for the Purchase of Two (2) New F550 Dump Trucks in the Amount Not to Exceed \$300,000.00 (\$150,000 Per Truck), attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2023

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



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

Sourcwell Contract Number: 062222-BNL

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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 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 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



Sourcwell Contract Number: 062222-BNL

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Quote Number: 0166495
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Sourcwell ID: 48302

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 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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Comment:

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			Net 30 Days	3/17/2023

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-29070-1	ADAPTER
1.00	EACH	WES-72525	NIGHTHAWK LED HEADLIGHT KIT
1.00	EACH	WES-74973-1	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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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: _____



Village of Algonquin

The Gem of the Fox River Valley

March 2, 2023

Village President and Board of Trustees:

The List of Bills dated 3/7/2023, payroll expenses, and insurance premiums totaling \$1,657,240.45 are recommended for approval. For your information, this list of bills includes the following, which are not typical in the day-to-day operations of the Village.

Axon Enterprise	\$ 20,445.12	2023 Taser Program
Burke, LLC	304,657.47	Downtown Streetscape
Chastain & Associates	5,730.96	Boyer & Countyline Road Improvements
Konematic Inc.	7,993.50	Door Maintenance & Repair – Public Works
Engineering Enterprises	8,246.50	PRV Replacement – Year 2
Grainger	3,027.66	Topside Truck Box
H R Green, Inc.	6,359.00	Ratt Creek Harper Drive Culvert Repair
Huntley School District 158	271,813.74	Impact Fees collected on-behalf
K-Tech Specialty	7,933.33	Beet Heet (MFT)
Martam Construction	3,962.88	Victoria Ct Emergency Watermain Replacement
Peerless Enterprises	5,510.00	Harnish Drive Street Improvement
Valley Autobody	3,474.60	Unit 15 Repair

Please note:

The 2/28/2023 payroll expenses totaled \$629,771.24.

March 2023 insurance premiums to IPBC totaled \$198,326.12.

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

A handwritten signature in black ink, consisting of the number '28' followed by a long, sweeping horizontal line that curves slightly upwards at the end.

Tim Schloneger
Village Manager

TS/mjn

Village of Algonquin

List of Bills 3/7/2023

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
3M					
REFLECTIVE SHEETING	812.22	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9421289012	29230142
SIGN MATERIALS	2,115.90	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	9421289021	50230141
Vendor Total: \$2,928.12					
AMERICAN SOLUTIONS FOR BUSINESS					
VANENKENVORT/STEEP NAME BADGES	75.75	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	INV06551885	10230403
Vendor Total: \$75.75					
ARROW ROAD CONSTRUCTION					
COLD PATCH FOR WATER MAIN BREAK	1,216.75	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	34961	70230329
Vendor Total: \$1,216.75					
ATLAS BOBCAT LLC					
SPARK PLUGS	43.22	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BQ3111	29230001
CLUTH BELT	197.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BQ3295	29230001
Vendor Total: \$240.86					
AXON ENTERPRISE INC					
2023 TASER PROGRAM	20,445.12	POLICE - EXPENSE PUB SAFETY SMALL TOOLS & SUPPLIES	01200200-43320-	INUS135610	20230189
Vendor Total: \$20,445.12					
B & F CONSTRUCTION CODE SERVICES INC					
PLAN REVIEWS-ORTHODONTICS EXPER	895.50	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	60974	30230007
Vendor Total: \$895.50					
BAXTER & WOODMAN NATURAL RESOURCES, LI					
DOWNTOWN STREETScape RIVERWALK	720.00	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2023	0243344	40230432
Vendor Total: \$720.00					
BONNELL INDUSTRIES INC					
BEARING	92.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	0209208-IN	29230125
Vendor Total: \$92.72					
BURKE LLC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DOWNTOWN STREETScape RIVERWALK	304,657.47	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2023	PAY REQUEST #9	40230435
Vendor Total: \$304,657.47					
BUSS FORD SALES LLC					
INDICATOR ASSEMBLY	42.84	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	5047245	29230042
Vendor Total: \$42.84					
CALCO LTD					
SEWER-LAB SUPPLIES	334.00	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	AU65242	70230006
Vendor Total: \$334.00					
CASEY EQUIPMENT CO INC					
BURNER WAND AND ASSEMBLY	237.02	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P07521	29230137
Vendor Total: \$237.02					
CHASTAIN & ASSOCIATES LLC					
PAVER MAINTENANCE ANALYSIS	1,732.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-	0000002	40230429
BOYER & COUNTYLINE RD IMPROVEMEN	2,865.48	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE!	04900300-42232-S1751	0000011	40230430
BOYER & COUNTYLINE RD IMPROVEMEN	2,865.48	ENGINEERING/DESIGN SERVICE!	04900300-42232-S1761	0000011	40230430
Vendor Total: \$7,463.46					
CHICAGO COMMUNICATIONS LLC					
RADIO REPAIR	902.69	POLICE - EXPENSE PUB SAFETY RADIO COMMUNICATIONS	01200200-42215-	341673	20230187
Vendor Total: \$902.69					
CHICAGO PARTS & SOUND LLC					
SCRAP BATTERY REFUND	-80.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1CR0058698	29230031
BATTERIES	867.39	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1-0338429	29230031
Vendor Total: \$787.39					
CINTAS CORPORATION NO 2					
REFILL FIRST AID CABINET	111.56	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	8406123686	10230011
REFILL 1ST AID CABINET	112.53	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	8406123685	30230003
Vendor Total: \$224.09					
CLIMATE SERVICE INC					
HVAC REPAIRS - WWTF BOILER MISFIRIN	437.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	60125	28230125

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
HVAC REPAIRS - GMC BOILER HIGH	608.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	59796	28230125
Vendor Total: \$1,045.00					
COMCAST CABLE COMMUNICATION					
2/14/23-3/13/23 POOL	164.90	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10230375
2/12/23-3/11/23 WTP #3	164.90	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0443121	10230025
2/22/23-3/21/23 HVH	164.90	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10230374
3/1/23-3/31/23 POLICE DEPARTMENT	3.34	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10230024
3/1/23-3/31/23 POLICE DEPARTMENT	0.86	SEWER OPER - EXPENSE W&S BUSI EQUIPMENT RENTAL	07800400-42270-	8771 10 002 0011217	10230024
Vendor Total: \$498.90					
COMMONWEALTH EDISON					
1/13/23-2/13/23 WILBRANDT REAR TOWEF	26.17	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	0249109037	10230003
1/13/23-2/13/23 221 S MAIN	432.40	CDD - EXPENSE GEN GOV ELECTRIC	01300100-42212-	3642344011	10230029
1/13/23-2/13/23 101 HARRISON	25.80	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	1123125254	50230014
1/13/23-2/13/23 MCCD TRAILHEAD	50.22	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	2073075100	50230014
1/13/23-2/13/23 RT 31 & RT 62	78.32	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3886048007	50230014
1/13/23-2/13/23 CHARGING STATIONS	362.63	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3139139140	50230014
1/13/23-2/13/23 BRITTANY HILLS LS	52.17	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	4483077090	70230003
1/13/23-2/13/23 LOWE DRIVE LS	69.74	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3027111096	70230003
1/13/23-2/13/23 N RIVER ROAD LS	101.07	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3153024057	70230003
1/13/23-2/13/23 LA FOX RIVER LS	529.15	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0041133224	70230003
1/12/23-2/10/23 WOODSCREEK LS	602.40	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0107108145	70230003
1/13/23-2/13/23 SPRING HILL/COUNTY LIN	62.12	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2079003028	70230279
1/13/23-2/13/23 HUNTINGTON PRESSURE	96.00	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0282127066	70230279
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1/13/23-2/13/23 HANSON TOWER	122.34	ELECTRIC	07700400-42212-	1697161042	70230279
1/13/23-2/13/23 JACOBS TOWER	201.08	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2355094078	70230279
1/13/23-2/13/23 COPPER OAKS TOWER	260.87	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4777074007	70230279
1/13/23-2/13/23 HILLSIDE BOOSTER	273.41	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5743093053	70230279
1/14/23-2/14/23 WELL 901 SANDBLOOM R	487.02	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0112085088	70230279
1/13/23-2/13/23 HUNTINGTON BOOSTER	1,292.13	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0101073045	70230279
1/13/23-2/13/23 METERED STREET LIGHT	1,439.28	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4473011035	50230003
Vendor Total: \$6,564.32					
COMPLETE CLEANING CO INC					
CLEANING SERVICES - HVH	519.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C23527	28230010
CLEANING SERVICES - WWTF	691.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C23524	28230010
CLEANING SERVICES - PUBLIC WORKS	1,239.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C23525	28230010
CLEANING SERVICES - GMC	2,383.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C23526	28230010
Vendor Total: \$4,832.00					
DANIEL KLOCKE					
UNIFORM - BADGE HOLDER	14.03	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2/20/23 PURCHASE	20230194
Vendor Total: \$14.03					
DLS INTERNET SERVICES					
3/25/23-4/25/23 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1626120	10230036
3/25/23-4/25/23 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1626120	10230036
3/25/23-4/25/23 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1626120	10230036
3/25/23-4/25/23 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1626144	10230036
3/25/23-4/25/23 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1626144	10230036
3/25/23-4/25/23 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1626144	10230036
3/25/23-4/25/23 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1626147	10230036

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
3/25/23-4/25/23 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1626147	10230036
3/25/23-4/25/23 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1626147	10230036
3/25/23-4/25/23 AT&T BROADBAND	40.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1626145	10230036
3/25/23-4/25/23 AT&T BROADBAND	5.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1626145	10230036
3/25/23-4/25/23 AT&T BROADBAND	5.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1626145	10230036
3/25/23-4/25/23 AT&T BROADBAND	120.30	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1626143	10230036
3/25/23-4/25/23 AT&T BROADBAND	15.04	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1626143	10230036
3/25/23-4/25/23 AT&T BROADBAND	15.04	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1626143	10230036
3/25/23-4/25/23 AT&T BROADBAND	120.32	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1626146	10230036
3/25/23-4/25/23 AT&T BROADBAND	15.03	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1626146	10230036
3/25/23-4/25/23 AT&T BROADBAND	15.03	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1626146	10230036
Vendor Total: \$380.76					
DLT SOLUTIONS LLC					
KACE DESKTOP AUTHORITY PRO 1-YEAF	1,382.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	5154167A	10230399
KACE DESKTOP AUTHORITY PRO 1-YEAF	172.75	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	5154167A	10230399
KACE DESKTOP AUTHORITY PRO 1-YEAF	172.75	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	5154167A	10230399
Vendor Total: \$1,727.50					
DYNEGY ENERGY SERVICES					
1/14/23-2/13/23 POOL	90.36	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	4484041003	10230041
1/14/23-2/13/23 ALGONQUIN SHORES LS	575.39	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0033167056	70230019
1/12/23-2/9/23 GRAND RESERVE	700.11	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	1784099011	70230019
1/13/23-2/12/23 BRAEWOOD LS	1,076.37	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0813024065	70230019
1/13/23-2/12/23 ZANGE BOOSTER	167.27	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2425109004	70230020
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1/13/23-2/12/23 COUNTRYSIDE BOOSTER	277.35	ELECTRIC	07700400-42212-	3909078023	70230020
1/13/23-2/12/23 CARY BOOSTER	652.21	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1263068132	70230020
1/13/23-2/12/23 WELL #9	1,116.41	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1753062020	70230020
Vendor Total: \$4,655.47					
ELOQUENT MEDIA COMMUNICATIONS					
TACT FORMS	395.00	POLICE - EXPENSE PUB SAFETY PRINTING & ADVERTISING	01200200-42243-	3469	20230188
Vendor Total: \$395.00					
ENGINEERING ENTERPRISES, INC					
WTP #2 CATION EXCHANGE MEDIA	3,094.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE!	12900400-42232-W2312	76406	40230437
PRV REPLACEMENT PROGRAM YEAR 2	8,246.50	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE!	12900400-42232-W2012	76405	40230438
Vendor Total: \$11,340.50					
FISHER AUTO PARTS INC					
BATTERY REFUND	-18.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-640320	29230021
AIR FILTER	22.28	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-641409	29230021
CARBORATOR CLEANER	67.92	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-641369	29230021
CARBORATOR CLEANER	84.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-641212	29230021
OIL FILTER	16.16	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-640325	29230021
HEADLIGHT BULBS	28.57	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-640313	29230021
OIL FILTERS	84.84	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-641108	29230021
MOTOR OIL	152.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-641120	29230021
BATTERY	214.18	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-640311	29230021
Vendor Total: \$653.49					
FLOW-TECHNICS INC					
LIFT STATION MAINT	2,400.00	SEWER OPER - EXPENSE W&S BUSI MAINT - LIFT STATION	07800400-44414-	INV000009994	70230334
LIFT STATION MAINT	2,554.99	SEWER OPER - EXPENSE W&S BUSI MAINT - LIFT STATION	07800400-44414-	INV000009993	70230335
Vendor Total: \$4,954.99					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GOLD MEDAL CHICAGO INC					
POOL CONCESSION-CHEESE WARMER	322.90	SWIMMING POOL -EXPENSE GEN GOV CONCESSIONS	05900100-47800-	399061	10230395
Vendor Total:	\$322.90				
GORDON FLESCH CO INC					
GORDON FLESCH MFP GSA	235.93	GS ADMIN - EXPENSE GEN GOV MAINT - OFFICE EQUIPMENT	01100100-44426-	IN14070473	10230401
GORDON FLESCH MFP CDD PW	10.97	BLDG MAINT- REVENUE & EXPENSES MAINT - OFFICE EQUIPMENT	28900000-44426-	IN14075150	10230401
GORDON FLESCH MFP CDD PW	172.09	CDD - EXPENSE GEN GOV MAINT - OFFICE EQUIPMENT	01300100-44426-	IN14075150	10230401
GORDON FLESCH MFP CDD PW	21.84	GENERAL SERVICES PW - EXPENSE MAINT - OFFICE EQUIPMENT	01500300-44426-	IN14075150	10230401
GORDON FLESCH MFP CDD PW	10.97	PWA - EXPENSE PUB WORKS MAINT - OFFICE EQUIPMENT	01400300-44426-	IN14075150	10230401
GORDON FLESCH MFP CDD PW	10.97	SEWER OPER - EXPENSE W&S BUSI MAINT - OFFICE EQUIPMENT	07800400-44426-	IN14075150	10230401
GORDON FLESCH MFP CDD PW	10.97	VEHCL MAINT-REVENUE & EXPENSES MAINT - OFFICE EQUIPMENT	29900000-44426-	IN14075150	10230401
GORDON FLESCH MFP CDD PW	10.97	WATER OPER - EXPENSE W&S BUSI MAINT - OFFICE EQUIPMENT	07700400-44426-	IN14075150	10230401
Vendor Total:	\$484.71				
GOVTEMPSUSA LLC					
2/6/23-2/19/23 BLANCHARD	3,085.60	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	4134641	30230006
Vendor Total:	\$3,085.60				
GRAINGER					
MOTOR/BOOT BRUSH	233.08	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9622681972	28230030
FLOOR SQUEEGEE FLEET & BLD	69.67	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	9619894802	29230145
FLOOR SQUEEGEE FLEET & BLD	234.01	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	9619894802	29230145
TOPSIDE TRUCK BOX	3,027.66	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9615883601	29230143
LED BULB	6.12	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9612575267	28230030
PLEATED AIR FILTERS	37.92	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9616460516	28230030
RUBBER SEAL KIT	59.18	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9610893316	28230030
ELECTRIC ACTUATOR	197.38	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9612575259	28230030

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PLEATED AIR FILTERS/V-BELTS/TAPE	534.02	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9613084848	28230030
Vendor Total: \$4,399.04					
H & H ELECTRIC CO					
23-00000-00-GM STREET LIGHT MAINT	673.36	MFT - EXPENSE PUBLIC WORKS MAINT - STREET LIGHTS	03900300-44429-	40857	40230434
Vendor Total: \$673.36					
H R GREEN INC					
RATT CREEK HARPER DR CULVERT REP	6,359.00	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-N2312	160129	40230439
Vendor Total: \$6,359.00					
HUNTLEY COMMUNITY SCHOOL DISTRICT 158					
DIST 158 IMPACT FEES	271,813.74	DEVELOPMENT FUND BALANCE SHEET AP - SCHOOL DONATIONS DIST 1	16-20141-	2023 IMPACT FEES	10230402
Vendor Total: \$271,813.74					
IL STATE POLICE BUREAU OF IDENTIFICATION					
JANUARY FINGERPRINTING	15.00	GEN FUND REVENUE - GEN GOV LICENSES	01000100-32085-	20230103578	20230185
Vendor Total: \$15.00					
ILLINOIS D.A.R.E. OFFICERS ASSOCIATION					
DARE INSTRUCTOR TRAINING-WATSON	850.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	WATSON TRAINING	20230173
Vendor Total: \$850.00					
ILLINOIS LAW ENFORCEMENT ADMIN PROFESSI					
2023 CONFERENCE - MORGAN	349.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	0000503	20230184
Vendor Total: \$349.00					
ILLINOIS OFFICE - STATE FIRE MARSHAL					
VESSEL SAFETY	95.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9674606	28230135
Vendor Total: \$95.00					
ILLINOIS SECRETARY OF STATE					
#203 LICENSE PLATE RENEWAL	151.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	#203 PLATE RENEWAL	29230134
TITLE AND PLATES FOR VEHICLE 817	163.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	#817 PLATES/TITLE	29230112
Vendor Total: \$314.00					
INDUSTRIAL SCIENTIFIC CORPORATION					
GAS MONITORING 1/22/23-2/21/23	196.42	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2612344	70230007

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GAS MONITORING 1/22/23-2/21/23	196.42	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2612344	70230007
	Vendor Total: \$392.84				
K-TECH SPECIALTY COATINGS INC					
BEET HEET	7,933.33	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	202302-K0037	40230436
	Vendor Total: \$7,933.33				
KIRA KUGLER					
UNIFORM - HOLSTER	97.10	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1/28/23 PURCHASE	20230191
	Vendor Total: \$97.10				
KONEMATIC INC					
DOOR MAINTENANCE AND REPAIR-PW	375.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	921834	28230020
DOOR MAINTENANCE AND REPAIR-PW	7,618.50	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	921889	28230020
	Vendor Total: \$7,993.50				
LANGTON SNOW SOLUTIONS INC					
CUL DE SAC PLOWING 2/16/23	10,530.35	CUL DE SAC - EXPENSE PUB WORKS SNOW REMOVAL	16230300-42264-	55021	40230431
	Vendor Total: \$10,530.35				
LAWSON PRODUCTS INC					
CARPET SPOT REMOVER	101.82	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9310361349	28230019
RUBBER COATING SEAL	26.46	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9310377381	29230006
RUBBER COATING SEAL	203.94	INVENTORY	29-14220-	9310377381	29230006
CONNECTORS/WOOD SCREWS/SEALANT	530.19	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9310361348	29230133
	Vendor Total: \$862.41				
MACQUEEN EMERGENCY GROUP					
RETURNED CIRCUIT BOARD	-2,098.22	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P21039	
VALVE DRAIN	99.61	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P20922	29230139
CIRCUIT BOARD/MONITOR	2,114.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P20901	29230139
	Vendor Total: \$115.39				
MANSFIELD OIL COMPANY					
FUEL	3,526.49	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	24053800	29230129

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FUEL	5,896.84	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	24053854	29230129
FUEL	1,824.51	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	24036082	29230129
FUEL	2,648.27	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	24027545	29230129
FUEL	3,587.64	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	24036104	29230129
FUEL	3,684.11	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	24027582	29230129
Vendor Total: \$21,167.86					
MARTAM CONSTRUCTION INC					
VICTORIA CT WATERMAIN REPLACEMEN	3,962.88	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-	RETENTION ONLY	40230433
Vendor Total: \$3,962.88					
MARTELLE WATER TREATMENT					
SODIUM HYPOCHLORITE	9,501.36	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	24713	70230316
Vendor Total: \$9,501.36					
MCHENRY COUNTY JUVENILE OFFICERS ASSOC					
2023 MEMBERSHIP DUES SLABINSKI	20.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	SLABINSKI DUES	20230190
2023 MEMBERSHIP DUES WATSON	20.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	WATSON DUES	20230190
2023 MEMBERSHIP DUES FALARDEAU	20.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	FALARDEAU DUES	20230190
2023 MEMBERSHIP DUES DYKSTRA	20.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	DYKSTRA DUES	20230190
2023 MEMBERSHIP DUES SKRODZKI	20.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	SKRODZKI DUES	20230190
2023 MEMBERSHIP DUES KOEHLER	20.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	KOEHLER DUES	20230190
2023 MEMBERSHIP DUES SALAZAR	20.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	SALAZAR DUES	20230190
Vendor Total: \$140.00					
MCMASTER CARR SUPPLY COMPANY					
RETURNED PACKING SEAL	-184.56	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	92742357	
PACKING SEAL	182.14	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	92622825	70230332
PACKING SEAL	184.56	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	92695776	70230333

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$182.14					
MENARDS CARPENTERSVILLE					
TOOL, EQUIPMENT & SUPPLIES	367.72	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	02797	70230331
Vendor Total: \$367.72					
METRO WEST COUNCIL OF GOVERNMENT					
2/23/23 BOARD MEETING	45.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	4966	10230404
2/23/23 BOARD MEETING	135.00	ELECTED OFFICIALS EXPENSE	01100100-47741-	4966	10230404
2/23/23 BOARD MEETING	45.00	PRESIDENTS EXPENSES	01100100-47745-	4966	10230404
Vendor Total: \$225.00					
MIDAMERICAN ENERGY SERVICES LLC					
1/13/23-2/13/23 WWTP	12,948.87	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	455591	70230017
1/13/23-2/13/23 WELL #7 & #11	1,950.52	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455593	70230018
1/13/23-2/13/23 WTP #2	2,275.06	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455592	70230018
1/13/23-2/13/23 WTP #1	2,413.90	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455594	70230018
Vendor Total: \$19,588.35					
MOTOROLA SOLUTIONS INC					
STARCOM21 PW 2/1/23-2/28/23	221.00	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	7164920230103	10230398
STARCOM21 PW 2/1/23-2/28/23	221.00	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	7164920230103	10230398
STARCOM21 PW 2/1/23-2/28/23	221.00	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	7164920230103	10230398
STARCOM21 PW 2/1/23-2/28/23	221.00	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	7164920230103	10230398
STARCOM21 PW 2/1/23-2/28/23	221.00	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	7164920230103	10230398
STARCOM21 PW 2/1/23-2/28/23	221.00	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	7164920230103	10230398
FEBRUARY AIRTIME CHARGES	1,988.00	POLICE - EXPENSE PUB SAFETY RADIO COMMUNICATIONS	01200200-42215-	7164820230103	20230005
Vendor Total: \$3,314.00					
NAPA AUTO SUPPLY ALGONQUIN					
BATTERY CORE REFUND	-49.38	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	188878	29230120
CHIPPER APPLICATOR	6.29	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	188976	29230120

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RAIN-X	10.49	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	189688	29230120
GLASS SPOT REMOVER	12.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	189172	29230120
GLASS SPOT REMOVER	25.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	189840	29230120
Vendor Total: \$6.37					
NILCO					
DOWNTOWN SNOW REMOVAL 2/16/23	13,140.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	16347	50230118
Vendor Total: \$13,140.00					
NORTHWEST TRUCKS INC					
WINDSHIELD WASHER FLUID	81.92	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	X101104638	29230029
Vendor Total: \$81.92					
OFFICE DEPOT					
RUBBER BANDS	2.81	SEWER OPER - EXPENSE W&S BUSI OFFICE SUPPLIES	07800400-43308-	286501476001	70230252
RUBBER BANDS	2.82	WATER OPER - EXPENSE W&S BUSI OFFICE SUPPLIES	07700400-43308-	286501476001	70230252
PAPER/MARKERS/ENVELOPES	51.31	SEWER OPER - EXPENSE W&S BUSI OFFICE SUPPLIES	07800400-43308-	286383713001	70230252
PAPER/MARKERS/ENVELOPES	51.31	WATER OPER - EXPENSE W&S BUSI OFFICE SUPPLIES	07700400-43308-	286383713001	70230252
Vendor Total: \$108.25					
ONE TIME PAY					
B NORRIS/CANCELLED CLASS	78.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	1906-2 CARTOONING	
K HEYDECKER/CANCELLED CLASS	52.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	CLASS REFUND	
1719 THORNE APPLE MAILBOX	25.00	GENERAL SERVICES PW - EXPENSE SNOW REMOVAL	01500300-42264-	MAILBOX REPLACEMENT	
Vendor Total: \$155.00					
PEERLESS ENTERPRISES INC					
HARNISH DRVE STREET IMPROVEMENT	5,510.00	STREET IMPROV- EXPENSE PUBWRKS INFRASTRUCTURE MAINT IMPRO	04900300-43370-S1834	114423	40230428
Vendor Total: \$5,510.00					
PEERLESS NETWORK INC					
2/15/2023 STATEMENT	110.65	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	15939	10230396
2/15/2023 STATEMENT	729.00	RADIO COMMUNICATIONS	28900000-42215-	15939	10230396

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2/15/2023 STATEMENT	297.17	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	15939	10230396
2/15/2023 STATEMENT	313.91	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	15939	10230396
2/15/2023 STATEMENT	729.00	RADIO COMMUNICATIONS	01500300-42215-	15939	10230396
2/15/2023 STATEMENT	533.06	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	15939	10230396
2/15/2023 STATEMENT	735.99	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	15939	10230396
2/15/2023 STATEMENT	741.79	RADIO COMMUNICATIONS	01200200-42215-	15939	10230396
2/15/2023 STATEMENT	123.48	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	15939	10230396
2/15/2023 STATEMENT	729.00	RADIO COMMUNICATIONS	01400300-42215-	15939	10230396
2/15/2023 STATEMENT	119.93	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	15939	10230396
2/15/2023 STATEMENT	729.00	RADIO COMMUNICATIONS	07800400-42215-	15939	10230396
2/15/2023 STATEMENT	34.27	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	15939	10230396
2/15/2023 STATEMENT	114.92	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	15939	10230396
2/15/2023 STATEMENT	729.00	RADIO COMMUNICATIONS	29900000-42215-	15939	10230396
2/15/2023 STATEMENT	162.66	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	15939	10230396
2/15/2023 STATEMENT	729.00	RADIO COMMUNICATIONS	07700400-42215-	15939	10230396
Vendor Total: \$7,661.83					
PITNEY BOWES					
POSTAGE METER INK CARTRIDGE	132.79	GS ADMIN - EXPENSE GEN GOV POSTAGE	01100100-43317-	1022627408	10230013
MAILING SYSTEM 12/30/22-3/29/23	536.46	GS ADMIN - EXPENSE GEN GOV LEASES - NON CAPITAL	01100100-42272-	3105966680	10230017
Vendor Total: \$669.25					
Q & A REPORTING					
COURT REPORTER FOR LIQUOR VIOLAT	260.00	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	02-07-23a	20230181
Vendor Total: \$260.00					
RALPH HELM INC					
ECHO BARS	174.97	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	373093	29230007
CONTROL HANDLE/CYCLE OIL	367.61	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	373052	29230007
Vendor Total: \$542.58					
RAY O'HERRON CO INC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORM - PD STOCK	44.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2235186	20230182
UNIFORM - SCERBICKE	143.98	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2231882	20230182
Vendor Total: \$188.93					
RED WING SHOE STORE					
SAFETY BOOTS - RAMOS	195.49	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	20230216010153	28230134
Vendor Total: \$195.49					
RES GREAT LAKES LLC					
NATURAL AREA NATIVE SEED	48.00	GENERAL SERVICES PW - EXPENSE MAINT - TREE PLANTING	01500300-44402-	S33535	50230142
NATURAL AREA NATIVE SEED	328.00	GENERAL SERVICES PW - EXPENSE MAINT - TREE PLANTING	01500300-44402-	S33566	50230142
NATURAL AREA NATIVE SEED	741.04	GENERAL SERVICES PW - EXPENSE MAINT - TREE PLANTING	01500300-44402-	S33543	50230142
Vendor Total: \$1,117.04					
RUSH TRUCK CENTER					
WHEEL HUB/WHEEL BEARING SEAL/NUT	535.56	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3031411807	29230149
BRAKE RING	18.74	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3031411009	29230132
OIL	64.44	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3031327459	29230132
DOME LIGHT	85.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3031371503	29230132
Vendor Total: \$704.64					
STAPLES ADVANTAGE					
BINDER/PAPER/POST-ITS/PACKING TAPE	11.20	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	3531939209	30230020
BINDER/PAPER/POST-ITS/PACKING TAPE	204.56	OFFICE SUPPLIES	01300100-43308-	3531939209	30230020
MOUSE PAD WITH SUPPORT/LABELS	38.69	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3531939208	10230032
BATTERIES/ENVELOPES/TAPE/STAPLES	65.16	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3531939206	10230032
PAPER/CREDIT CARD MACHINE PAPER	82.95	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3531939207	10230032
SUGAR PACKETS	57.84	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3531627677	28230122
PALMOLIVE DISH SOAP	59.88	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3531627676	28230122
		BUILDING MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SIMPLE GREEN CLEANER	88.49	INVENTORY	28-14220-	3531627674	28230122
SIMPLE GREEN CLEANER	89.09	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3531627675	28230122
ADDRESS LABELS	128.40	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3531627671	28230122
COFFEE/HAND TOWELS/CAN LINERS	1,193.40	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3531627673	28230122
Vendor Total: \$2,019.66					
STATE TREASURER					
TRAFFIC SIGNAL MAINT JUL/AUG/SEP 20	4,116.57	GENERAL SERVICES PW - EXPENSE MAINT - TRAFFIC SIGNALS	01500300-44430-	63110	50230143
Vendor Total: \$4,116.57					
STREICHERS					
UNIFORM PURCHASE - HUNTER	144.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11615381	20230186
UNIFORM PURCHASE - RANDALL	188.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11616707	20230193
Vendor Total: \$332.00					
SUNSHINE FILTERS OF PINELLAS					
TREATMENT FACILITY MAINT.	643.92	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	147633	70230330
Vendor Total: \$643.92					
T-MOBILE USA INC					
LIFT STATION 1/21/23-2/20/23	36.76	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	984376041	10230199
Vendor Total: \$36.76					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY FEBRUARY 2023	322.50	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	28775	10230033
INTERNET E-PAY FEBRUARY 2023	322.50	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	28775	10230033
2/21/2023 UTILITY BILL	2,397.83	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	28774	10230405
2/21/2023 UTILITY BILL	2,397.85	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	28774	10230405
Vendor Total: \$5,440.68					
TITAN SUPPLY					
LAUNDRY SOAP	81.20	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	29600	28230025
Vendor Total: \$81.20					
TODAYS UNIFORMS					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORM - BELTRAN	151.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	231597	20230183
UNIFORM - KUGLER	179.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	231599	20230183
UNIFORM - PD STOCK	64.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	231111	20230192
UNIFORM - SCHUMAN	101.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	232628	20230192
UNIFORM - SCHUMAN	139.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	232570	20230192
UNIFORM - DIAMOND	145.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	232539	20230192
Vendor Total: \$784.45					
UNITED STATES POSTAL SERVICE					
POSTAGE METER REFILL	2,000.00	GS ADMIN - EXPENSE GEN GOV POSTAGE	01100100-43317-	2/17/23 REQUEST	10230394
Vendor Total: \$2,000.00					
US BANK EQUIPMENT FINANCE					
RICOH COPIER 03/21/2023	221.86	GS ADMIN - EXPENSE GEN GOV LEASES - NON CAPITAL	01100100-42272-	495403552	10230019
RICOH COPIER 03/21/2023	52.21	INTEREST EXPENSE - GEN GOV INTEREST EXPENSE	01100600-47790-	495403552	10230019
RICOH COPIER 3/17/2023	198.03	CDD - EXPENSE GEN GOV LEASES - NON CAPITAL	01300100-42272-	494782881	10230039
RICOH COPIER 3/17/2023	9.27	CDD - INTEREST EXPENSE INTEREST EXPENSE	01300600-47790-	494782881	10230039
RICOH COPIER 3/17/2023	9.26	PUBLIC WORKS ADMIN - INT EXP INTEREST EXPENSE	01400600-47790-	494782881	10230039
RICOH COPIER 3/17/2023	198.03	PWA - EXPENSE PUB WORKS LEASES - NON CAPITAL	01400300-42272-	494782881	10230039
Vendor Total: \$688.66					
VALLEY AUTOBODY & FRAME					
UNIT 15 REPAIR	3,474.60	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	9411	29230140
Vendor Total: \$3,474.60					
VARITECH INDUSTRIES INC					
PUMP ASSEMBLY	671.68	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	060-1026128	29230141
Vendor Total: \$671.68					
VERIZON WIRELESS SERVICES LLC					
1/14/23-2/13/23 STATEMENT	101.49	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9927680475	10230406

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1/14/23-2/13/23 STATEMENT	551.15	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	147.27	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	1,045.57	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	433.87	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	691.85	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	52.49	IT EQUIPMENT & SUPPLIES	01200200-43333-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	217.28	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	189.27	RECREATION - EXPENSE GEN GOV TELEPHONE	01101100-42210-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	430.22	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	18.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	138.68	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	657.88	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	9927680475	10230406
1/14/23-2/13/23 STATEMENT	18.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	9927680475	10230406
Vendor Total: \$4,693.02					
WM J CASSIDY TIRE & AUTO SUPPLY LLC					
GRABBER	947.96	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	902021278	29230047
TIRES	1,550.33	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	925002257	29230047
Vendor Total: \$2,498.29					
ZIEGLERS ACE HARDWARE					
FREIGHTLINER KEY	9.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	041937/L	29230016
Vendor Total: \$9.98					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES, ORDINANCE VIOLATION	6,952.50	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	160315	
TRAFFIC CASES, ORD VIOL-COSTS ADVA	60.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	160315	
PLANNING, ZONING, BLDG COMMISSIONI	138.75	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	160315	
PERSONNEL MATTERS	138.75	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	160315	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PERSONNEL MATTERS	1,711.25	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	160315	
LIQUOR COMMISSIONER	138.75	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	160315	
MISCELLANEOUS	1,295.00	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	160315	
POLICE DEPARTMENT	323.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	160315	
MEETINGS	1,572.50	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	160315	
PUBLIC WORKS/ADMINISTRATION	92.50	PWA - EXPENSE PUB WORKS LEGAL SERVICES	01400300-42230-	160315	
PUBLIC WORKS/ADMINISTRATION	46.25	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	160315	
VIL PROPERTY MATTERS - MISCELLANEOUS	1,017.50	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	160315	
VIL PROPERTY MATTERS - MISCELLANEOUS	1,341.25	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	160315	
VIL PROPERTY MATTERS - MISCELLANEOUS	416.25	W & S IMPR. - EXPENSE W&S BUSI LEGAL SERVICES	12900400-42230-	160315	
VIL PROP MATTERS-MISC-COSTS ADVANCED	4.00	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	160315	
LIQUOR VIOLATION - CIRCLE K	650.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	160318	10230393
LIQUOR VIOLATION - SIPS ON MAIN	893.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	160322	10230393
LIQUOR VIOLATION - ANTIGUA RESTAURANT	1,056.25	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	160316	10230393
Vendor Total: \$17,849.00					
REPORT TOTAL: \$829,143.09					

Village of Algonquin

List of Bills 3/7/2023

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	84,398.15
03	MFT	8,606.69
04	STREET IMPROVEMENT	319,742.43
05	SWIMMING POOL	612.43
07	WATER & SEWER	55,398.40
12	WATER & SEWER IMPROV	15,719.63
16	DEVELOPMENT FUND	282,344.09
26	NATURAL AREA & DRAINAGE	6,359.00
28	BUILDING MAINT. SERVICE	18,271.59
29	VEHICLE MAINT. SERVICE	37,690.68
TOTAL ALL FUNDS		<u><u>829,143.09</u></u>

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

DATE: 3-22-23

APPROVED BY: 



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 SCHEDULE OF MEETINGS

March 6, 2023

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

March 7, 2023	Tuesday	7:30 PM	Village Board Meeting	GMC
March 7, 2023	Tuesday	7:35 PM	Village Board / Planning & Zoning Commission Special Meeting	GMC
March 8, 2023	Wednesday	7:00 PM	Historic Commission Meeting	HVH
March 13, 2023	Monday	7:00 PM	Planning & Zoning Commission Meeting	GMC
March 14, 2023	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
March 18, 2023	Saturday	8:30 AM	Historic Commission Workshop	GMC
March 21, 2023	Tuesday	7:30 PM	Village Board Meeting	GMC
March 21, 2023	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC
March 25, 2023	Saturday	8:30 AM	Historic Commission Workshop	GMC
April 3, 2023	Tuesday	7:30 PM	Village Board Meeting	GMC

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

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