

**Village of Algonquin  
Village Board Meeting  
October 17, 2023  
7:30 p.m.  
Ganek Municipal Center  
2200 Harnish Drive, Algonquin**

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH A QUORUM**
- 3. PLEDGE TO FLAG**
- 4. ADOPT AGENDA**
- 5. AUDIENCE PARTICIPATION**  
(Persons wishing to address the Board, must register with the Village Clerk prior to call to order.)
- 6. CONSENT AGENDA/APPROVAL:**  
All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a voice vote.
  - A. APPROVE MEETING MINUTES**
    - (1) Liquor Commission Special Meeting Held October 3, 2023
    - (2) Village Board Meeting Held October 3, 2023
    - (3) Committee of the Whole Meeting Held October 10, 2023
- 7. OMNIBUS AGENDA/APPROVAL:**  
The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote. (Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)
  - A. PASS ORDINANCES:**
    - (1) Pass an Ordinance Approving a Plat of Easement Grant and Vacation for the Enclave, Algonquin, Illinois
    - (2) Pass an Ordinance Approving a Final Planned Development and Issuance of a Special Use Permit for Open Air Dining and a Drive-Through for a Two Tenant Building on Lot 3 of the Enclave
    - (3) Pass an Ordinance Amending Section 12.09, Noxious Plant and Weeds, of the Algonquin Municipal Code
  - B. ADOPT RESOLUTIONS:**
    - (1) Adopt a Resolution Accepting and Approving an Agreement with KayTech Coverage Solutions for the Waste Water Treatment Facility Cellular In-Building Repeater in the Amount of \$66,411.00
    - (2) Adopt a Resolution Accepting and Approving an Agreement with D Ryan Tree and Landscape Services for the Annual Tree Trimming Program for 2023-2024 with the Option for the Village Manager to Extend the Agreement for an Additional Two Years in the Annual Amount of \$173,186.00
    - (3) Adopt a Resolution Accepting and Approving an Agreement with H. Linden & Sons Sewer and Water for the Towne Park/Crystal Creek Water Main Crossing Project in the Amount of \$525,280.00
    - (4) Adopt a Resolution Accepting and Approving an Agreement with Christopher Burke Engineering for the Construction Oversight of the Towne Park/Crystal Creek Water Main Crossing Project in the Amount of \$52,315.00
    - (5) Adopt a Resolution Accepting and Approving an Agreement with H. Linden & Sons Sewer and Water for the Highland Avenue Water Main Improvements in the Amount of \$402,933.00
    - (6) Adopt a Resolution Accepting and Approving an Agreement with Christopher Burke Engineering for the Construction Oversight of the Highland Avenue Water Main Improvement Project in the Amount of \$49,835.00
    - (7) Adopt a Resolution Accepting and Approving an Agreement with Burke LLC for the Design Build of the Downtown Dry Utility Relocation Project in the Amount of \$1,841,782.00
- 8. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
- 9. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
  - A.** List of Bills Dated October 17, 2023 totaling \$3,036,832.55
- 10. COMMITTEE OF THE WHOLE:**
  - A. COMMUNITY DEVELOPMENT**
    - (1) Pass a Special Event License and Waive the License Fee (\$50 per day) for the Algonquin Aces' Jack-O-Lantern Jamboree Tournament at Presidential and Algonquin Lakes Fields on October 21 and 22, 2023
    - (2) Adopt a Resolution Authorizing the Designation of Kopetsky Properties, LLC and its Affiliates as the Preferred Developer for the Algonquin State Bank Property Located at 221 S Main Street, Algonquin within the Downtown Tax Increment Financing Redevelopment Project Area and Authorizing the Negotiation of a Redevelopment Agreement
  - B. GENERAL ADMINISTRATION**
    - (1) Pass an Ordinance Amending Section 43.39, Video Gaming Terminals, of the Village of Algonquin Municipal Code, Limiting the Number of Gaming Terminals within a Single Establishment
    - (2) Authorize the Village President to Enter into the Third Addendum to the Tolling Agreement
  - C. PUBLIC WORKS & SAFETY**
- 11. VILLAGE CLERK'S REPORT**
- 12. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 13. CORRESPONDENCE**
- 14. OLD BUSINESS**
- 15. EXECUTIVE SESSION:** If required
- 16. NEW BUSINESS**
  - A.** Pass a Resolution Authorizing the Village President to Execute a Memorandum of Understanding Between the Village of Algonquin and Advantage Moving and Storage Regarding the Development Agreement of Lot 2 of the Algonquin Corporate Campus
- 17. ADJOURNMENT**



Minutes of the Village of Algonquin  
Special Liquor Commission Meeting  
Held in Village Board Room on October 3, 2023

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**Roll Call:** Commissioner Sosine called the meeting to order at 7:15 p.m. and requested Deputy Village Clerk, Michelle Weber to call the roll.

Commission Members Present: Jerry Glogowski, Maggie Auger, Laura Brehmer, Brian Dianis, John Spella, Bob Smith and Liquor Commissioner Debby Sosine. (Quorum established)

Staff in Attendance: Tim Schloneger, Village Manager; Nadim Badran, Public Works Director; Jason Shallcross, Community Development Director; Dennis Walker, Police Chief; Michelle Weber, Deputy Clerk, and Kelly Cahill, Village Attorney.

**Public Comment:**

None

**Approve Liquor Licenses:**

**A. Approve a Class A-1 Liquor Licenses for Cooper's Hawk Algonquin, LLC (dba) Cooper's Hawk Winery & Restaurant, 1741 S. Randall Road, Algonquin**

Following discussion on operations and ID validation, it was the consensus of the Commission to approve the Class A-1 Liquor License.

**B. Approve a Class C Liquor License for Pickle Haus Algonquin, LLC., 1641 S. Randall Road, Algonquin**

Following discussion on operations and ID validation, it was the consensus of the Commission to approve the Class C Liquor License.

**C. Approve a Class F Liquor License for Portillo's Hot Dogs, LLC., 1801 S. Randall Road Algonquin**

Following discussion on operations and ID validation, it was the consensus of the Commission to approve the Class F Liquor License.

**Adjournment:**

There being no further business, Commissioner Sosine adjourned the meeting at 7:36 p.m.

Submitted: \_\_\_\_\_  
Michelle Weber, Deputy 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 OCTOBER 3, 2023  
HELD IN THE VILLAGE BOARD ROOM

**CALL TO ORDER AND ROLL CALL:** Village President Debby Sosine, called the meeting to order at 7:37 p.m. with Deputy Village Clerk, Michelle Weber, calling the roll.

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

Staff in Attendance: Tim Schloneger, Village Manager; Jason Shallcross, Community Development Director; Nadim Badran, Public Works Director; Dennis Walker, Police Chief; Michelle Weber, Deputy Village Clerk and Kelly Cahill, Village Attorney.

**PLEDGE TO FLAG:** Deputy Clerk Weber led all present in the Pledge of Allegiance.

**ADOPT AGENDA:** Moved by Smith, seconded by Glogowski, to adopt tonight’s agenda deleting items 15, Executive Session and 16 (2), Resolution Authorizing the Acceptance of the Conveyance of Real Property from Pulte Home Company to the Village of Algonquin.  
Voice vote; ayes carried

**AUDIENCE PARTICIPATION:**  
Chris Kious, Kane County District 23 Board Member updated the Board on Kane County events.

**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) Village Board Meeting Held September 19, 2023
- (2) Committee of the Whole Meeting Held September 19, 2023

Moved by Spella, seconded by Glogowski, 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-41**) Amending Chapter 3, Village Administration, of the Algonquin Municipal Code
- (2) Pass an Ordinance (**2023-O-42**) Amending Chapter 6, Water and Sewer Department, and Appendix B of the Algonquin Municipal Code

Moved by Brehmer, seconded by Dianis to approve the Omnibus Agenda

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

**APPROVAL OF BILLS:** Moved by Glogowski, seconded by Brehmer, to approve the List of Bills and payroll expenses for payment in the amount of \$1,567,241.11

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

**FUND RECAP:**

FUND	DESCRIPTION	DISBURSEMENT
01	GENERAL	93,801.77
03	MFT	26,667.76
04	STREET IMPROVEMENT	454,649.86
05	SWIMMING POOL	2,692.20
06	PARK IMPROVEMENT	55,879.50
07	WATER & SEWER	149,838.76
12	WATER & SEWER IMPROVEMENT	4,190.00
24	VILLAGE CONSTRUCTION	13,547.00
26	NATURAL AREA & DRAINAGE IMPROV	31,388.74
28	BUILDING MAINT. SERVICE	15,602.24
29	VEHICLE MAINT. SERVICE	<u>35,757.88</u>
	<b>TOTAL ALL FUNDS</b>	<b>884,015.71</b>

COMMITTEE OF THE WHOLE:

- A. COMMUNITY DEVELOPMENT
- B. GENERAL ADMINISTRATION
- C. PUBLIC WORKS & SAFETY

VILLAGE CLERK'S REPORT

Deputy Village Clerk Weber announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

The current extension of the Push Tax Tolling Agreement for video gaming expires on October 31, 2023. He will be asking the Board to consider extending it for another 12-months. There are still two court cases pending: 1) the Second Dist. Case No. 2-22-0220 (from Lake County involving the City of Waukegan) and 2) the First Dist. Case No. 23-0099 (from Cook County involving the City of Oak Lawn).

COMMUNITY DEVELOPMENT:

Mr. Shallcross:

1. He will be presenting at the Northern Illinois Commercial Association of Realtors on all things commercial this Friday.
2. Staff will attend the ICSC @Central in downtown Chicago next week to solicit more commercial development.
3. The Development and Investment Breakfast is on Thursday, October 26, 2023 at Port Edwards. This event is to try to solicit more development interest in the community.

POLICE DEPARTMENT:

Chief Walker:

1. The Department has begun wearing pink to raise awareness and support for the October Breast Cancer Awareness Month
2. Tomorrow the Police Department will be celebrating the National Coffee With a Cop day, 9AM at West Branch of the Algonquin Area Library and 3PM at East Branch
3. Nationwide warning system test tomorrow at 1:20PM, testing through cellular devices, television, radio, and other media platforms
4. Public Works and Community Development was recognized for partnering with the Police Department over the last week on a couple of events with those being the Special Olympics Plane Pull and also the grand opening of our new village patio. He appreciates when all of our departments come together.

PUBLIC WORKS:

Mr. Badran:

1. Congratulations to Amanda Buchanan, Jason Miller, and Greg Placek for going to their last year of Illinois Public Service Institute. This year will complete their three year course.
2. Public Works will be preparing the fleet for winter, with the goal of having all vehicles ready to go by the end of the month.
3. The new roadway condition monitoring system is in, which gives real time data to the Department to help ensure a faster, more efficient response for de-icing and snow removal efforts.
4. His team is working with IDOT on the signal timing of the lights at Harrison and Algonquin Road

CORRESPONDENCE:

Trustee Glogowski gave updates on the Northwest Water Alliance.

OLD BUSINESS:

None

EXECUTIVE SESSION:

None

NEW BUSINESS:

- (1) Moved by Auger, Seconded by Glogowski to Pass a Resolution (**2023-R-91**) Authorizing the Acceptance of the Conveyance of Real Property from CarMax Auto Superstores, Inc. to the Village of Algonquin

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

- (2) Moved by Auger, seconded by Brehmer to Pass a Resolution (**2023-R-92**) Waiving the Bidding Requirements and Accepting and Approving an Agreement with State Mechanical Services for the Emergency Boiler Replacement at the Ganek Municipal Center in the Amount of \$48,200.00

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

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

Voice vote; all voting aye

The meeting was adjourned at 7:58 p.m.

Submitted:

Approved this 17th day of October 2023

\_\_\_\_\_  
Deputy Village Clerk, Michelle Weber

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



**Village of Algonquin  
Minutes of the Committee of the Whole Meeting  
Held On October 10, 2023  
Village Board Room  
2200 Harnish Dr. Algonquin, IL**

Trustee Dianis, Chairperson, called the Committee of the Whole meeting to order at 7:30 p.m.

**AGENDA ITEM 1:** Roll Call to Establish a Quorum

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

A quorum was established

Staff in Attendance: Tim Schloneger, Village Manager; Nadim Badran, Public Works Director; Dennis Walker, Police Chief; Jason Shallcross, Community Development Director; and Kelly Cahill, Village Attorney

**AGENDA ITEM 2:** Public Comment

None

**AGENDA ITEM 3:** Community Development

Mr. Shallcross:

**A. Consider a Special Event License for the Algonquin Aces' Jack-O-Lantern Jamboree Tournament at Presidential and Algonquin Lakes fields on October 21 and 22, 2023**

Tony Minasola, on behalf of Algonquin Aces, is seeking approval of a Public Event/Entertainment License for the Algonquin Jack-O-Lantern Jamboree Tournament on October 21 & 22, 2023.

This is a non-profit event that will be held for the Girls Fast Pitch Softball Tournament at Algonquin Lakes Park and Presidential Park. In addition to requesting approval of a Public Event/Entertainment License, the applicant also requested a waiver of the \$100 Public Event license fee (\$50/day), waste removal by Public Works on Sunday, and mowing of the fields before the tournament. Also, the park bathrooms will be winterized before this tournament which will require the applicant to provide portable restrooms for the tournament.

Staff has reviewed the request and recommends approval with the following conditions outlined below:

- Village Board has waived the Public Event License Fee of \$100.00. No other Village fees are waived with this permit approval;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator;
- Food trucks will need to apply for a separate permit through the Village of Algonquin;
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter.
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;
- The applicant will need to provide the appropriate number of portable bathrooms at each park.

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

**B. Consider a Special Use Permit for 123 Learning Center Daycare at 2651 W Algonquin Road**

Marta Truskolaska, the "Petitioner" and attorney representing 123 Learning Center Co, submitted a Development Petition requesting a Special Use Permit to operate a daycare center at 2651 West Algonquin Road.

To operate a daycare center in the Village, a Special Use Permit is required to be issued by the Village Board. Special Use Permits to operate educational facilities have been issued for this property in the past, but the building has been vacant for at least six (6) months and therefore the issuance of a new Special Use Permit allowing the operation of a daycare center is required.

The Planning and Zoning Commission reviewed the request for a Special Use Permit at the September 11, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted (approved 6-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2023-18 and subject to staff's recommended conditions. No public input was received during the Public Hearing for this case. Staff recommends approval of the issuance of a Special Use Permit to allow a daycare center at 2651 West Algonquin Road, as outlined in the Planning & Zoning Staff Report for Case No. PZ- 2023-18, subject to the following conditions:

- a. All future tenant build-out plans shall be submitted for review and approval by the Community Development Department prior to any work being done in the tenant space. This includes, but is not limited to, alterations to the outdoor or indoor playgrounds;
- b. Any school bus or van used to transport students shall be parked so that it does not interfere with other tenants in the Winding Creek Center;
- c. Parents waiting for drop-off or pick-up shall park in the designated drop-off/pick-up lane or in a designated parking space. At no time shall a vehicle park, stop, or stand in the main access drive.

The Committee has tabled this Special Use Permit to the next Committee of the Whole Meeting on October 17, 2023 due to unanswered questions by the petitioner.

**C. Consider a Final Planned Development and Issuance of a Special Use Permit for Open Air Dining and a Drive-Through for a Two Tenant Building on Lot 3 of the Enclave**

Daniel Rea of Kensington Enclave LLC, the "Petitioner", submitted a Development Petition requesting approval of a Final Planned Development for a two-tenant, 6,150-square-foot freestanding commercial building with a Special Use Permit to allow open-air dining and a pick-up lane, the "Request", on Lot 3 of the Enclave, 1721 South Randall Road, located at the southeast corner of Randall Road and Commons Drive, the "Subject Property".

The Planning and Zoning Commission reviewed the request for approval for a Final Planned Development and Special Use Permits at the September 11, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted (approved 6-0) staff's findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2023-14 and subject to staff's recommended conditions and final staff approval of all plans. No public input was received during the Public Hearing for this case.

Staff recommends approval of a Final Planned Development, the issuance of a Special Use Permit authorizing a drive-through, and the issuance of a Special Use Permit authorizing two open-air dining areas on Lot 3 of the Enclave, as outlined in the Planning & Zoning Staff Report for Case No. PZ-2023-14, subject to the following conditions and final approval of all plans by staff:

- a. The Exterior Elevations titled "First Watch Randall Road Algonquin Exterior Elevations", as prepared by Architectural Group International, and last revised August 24, 2023. All exterior masonry of the building shall be full dimensional and the painting of the masonry shall be prohibited. The outdoor enclosure fence of the north tenant shall match the design and color of the proposed enclosure fence of the south tenant. The building tenants shall share a trash enclosure in the rear of the building that is consistent in design with the principle structure;
- b. The Sign Plan for Chipotle Mexican Grill, as prepared by Wilkus Architects, and last revised August 4, 2023, and the Sign Plan for First Watch, as prepared by Image Manufacturing Group, and last revised August 23, 2023. All signs shall meet the Village's Sign Code, the requirements of the Final PUD for the Enclave, and submit a sign permit to Community Development for review and approval. Each tenant space shall be permitted one (1) wall sign on the front (west side) and one (1) wall sign on the side of the building. The installation of wall signs shall be prohibited on the rear (east side) of the building. The monument sign shall be constructed to the specification as defined in the Monument Sign Plan, as prepared by Doyle General Sign Contractors, last revised on April 19, 2022. Only one (1) monument sign shall be allowed on the Subject Property, the monument sign shall be shared by the tenants on the Subject Property, there shall be no more than two (2) panels on each side of the monument sign, the monument sign shall be on the Randall Road side (west side) of the Subject Property, the background of the monument sign panels shall be opaque, and the brick base of the monument sign shall be constructed with the same type of brick as

the main building. Umbrellas in the open-air dining areas shall not be multicolored and shall not include advertising or text;

- c. Final Engineering titled "Site Improvement Plans for First Watch and Chipotle", as prepared by Jacob & Hefner Associates, and last revised August 30, 2023. The drive-through shall be for pick-up only and no ordering shall occur in the drive-through lane. A menu board, speaker, and microphone shall be prohibited. If the user of the north tenant space wants to serve alcohol and/or have their customers consume alcohol in their open-air seating area, this area shall be redesigned to meet local and state liquor regulations;
- d. The Fire Truck Autoturn Exhibit, as prepared by Jacob & Hefner Associates, and last revised July 28, 2023;
- e. The Electrical Sign Plan, as prepared by Kornacki & Associates, Inc., and last revised July 28, 2023. All exterior lighting shall be dark sky compliant;
- f. The Final Landscape Plan, as prepared by Gary R. Weber Associates, Inc., and last revised August 30, 2023.

It is the consensus of the Committee to move this on to the Village Board for approval after Petitioner supplies exterior building material and showing the change of color from gray to brown to the Village Manager for approval.

#### **D. Consider a Grant of Easement and Vacation for the Enclave**

Dan Rea from Kensington Development and Ryan Blocker from Jacob & Hefner Associates, Inc. have requested approval of a Plat of Easement for the Enclave. During the final plan review, the Village utilities on Lots 1 and 2 were moved to a different location on the two Lots. This Plat of Easement adjusts the Village Utility Easement locations to the correct locations.

Staff has reviewed this Plat of Easement Grant and Vacation and has no additional comments and therefore recommends approval.

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

#### **E. Consider a Predevelopment Agreement for the Algonquin State Bank Location**

The Village of Algonquin received proposals from two interested parties for the purpose of redeveloping a portion of the Redevelopment Project Area ("Algonquin State Bank Site") on August 25, 2023. After consideration of the respective qualifications and redevelopment vision submitted by all interested development teams, staff is recommending to designate Kopetsky Properties, LLC, as the preferred developer of the Algonquin State Bank Site.

The proposed predevelopment establishes certain conditions that must be met in regards to timing for the agreement to a formal Redevelopment Agreement ("RDA") for the subject property. Specifically, it requires both parties to enter into and executing a mutually acceptable redevelopment agreement on or before January 16, 2024. It provides the opportunity to extend this period one time for 90 days.

After lengthy discussion regarding finances, tenants, and the proposed one dollar purchase price; with only two Committee members, Glogowski and Spella, opposing moving the item to move forward, it was the consensus of the Committee to move this on to the Village Board for approval.

#### **F. Presentation – Aspen Woods on the Fox**

Greg Pantos, representing AK Group, LLC, submitted a concept plan for rezoning from R-1 to multifamily and Preliminary Plan Development Approval for the Aspen Woods on the Fox Subdivision, formally known as River Ridge Estates and Riverwoods on the Fox. Mr. Pantos was seeking feedback from the Committee of the Whole before revising and resubmitting the plans for staff's review.

Tonight's presentation to the Committee of the Whole is only for feedback and there will be no vote on the project and the owners attorney, engineer and traffic consultant were all present. Owner's prior development submittals were reviewed:

**Riverwoods on the Fox Prelim PUD (2008)** – The first version of this property only included the east-west portion of the property, now known as Ashley Lane. This proposal included 17 homes, 2 stormwater management areas, a private road, and river access on 12 acres.

This subdivision proposal was denied by the Village due to a variety of concerns and issues including the inability to meet subdivision ordinance regulations, and a lack of public utilities.

**River Ridge of the Fox Prelim PUD (2013)** – The subdivision was revised based on the feedback from the 2008 Preliminary Plan denial. In addition, AK Group, LLC purchased additional land to the southwest of the



original subdivision which made it more efficient to run water and sanitary service to the subject property. The Preliminary Plan included 26 single-family homes, 3 stormwater management areas, river access, and open space on 26.26 acres. The overall street layout was also improved to reduce the impact to the overall hillside, the roadways were made public, and connections were made to the proposed Prairie Path Subdivision.

The Village approved an Annexation Agreement, Annexed a portion of the southern property (most of the property was already annexed), and approved an Ordinance granting Zoning upon Annexation and a Preliminary Planned Development. However, before the Final Plan submittal, AK Group, LLC determined that the market couldn't support the subdivision as approved and paused the project. The Annexation Agreement required that the Final Plat be submitted within four years of Preliminary Plan approval. By not submitting the Final Plat, the plat expired.

**Aspen Woods on the Fox Concept (2023)** – Mr. Pantos submitted a revised concept plan called Aspen Woods on the Fox. This concept kept the same general roadway layout as the 2013 Preliminary Plan, but now introduced townhomes amongst single-family homes. The plan includes 44 single-family homes, 27 townhomes (8 buildings), 3 stormwater management areas, river access, and open space on 26.26 acres.

The current zoning is R-1 One-Family Dwelling which allows for up to 4.356 singlefamily dwelling units per acre and doesn't allow multi-family units.

President Sosine asked if they were requesting any exceptions from the Village's Subdivision Code, the development team indicated they were not. Following a lengthy discussion regarding the request to rezone the property to allow multifamily, the increased traffic on River Road, traffic flow, and density, Chairperson Dianis asked the Committee if they would support a change of zoning to support townhomes. It was the consensus of the Committee that they would not support such a change in zoning. The petitioner indicated that he would come back with a new plan eliminating the townhome concept.

Only verbal feedback was being sought by the Petitioner and no formal action was requested at this time.

#### **AGENDA ITEM 4: General Administration**

Mr. Schloneger:

##### **A. Consider an Ordinance Limiting the Number of Video Gaming Machines per Establishment**

The Illinois Gaming Board increased the number of video gaming terminals allowed in businesses from 5 to 6. Currently, there are 17 businesses within the Village that holds a Video Gaming Terminal License and 3 businesses have applied for their State of Illinois Gaming license, but has yet to be approved. Of those 17 Terminal License holders, 4 business currently have 6 terminals.

It is recommended by staff to pass an Ordinance to limit the number of gaming terminals to 5 per business/location. However, put in place a "grandfather clause" to allow the current businesses with 6 terminals to continue operations status quo. This will not only curtail the attractiveness for Gaming Cafés to try to get into Algonquin, this will also prohibit further increases if the State were to allow additional terminals within each business.

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

##### **B. Consider an Agreement with KayTech Coverage Solutions for the Waste Water Treatment Facility Cellular In-Building Repeater Upgrade**

Scheduled under the current Fiscal Year (FY24) budget we will be upgrading the cellular repeater at our Waste Water Treatment Plant (WWTP). The existing repeater system is outdated with limited to no cellular coverage within the building, necessitating this urgent upgrade.

Upgrade Plan:

- Project: Phase one of our two-phase repeater system upgrade, formally referenced as "Large Building" in the Price Proposal.
- New System: 4G/5G cellular repeater compatible with all networks.
- Total Cost: \$66,411 exceeding the \$66,000 budgeted for FY24; due to cost increases from original quote. We have existing capacity in the line item to make up the difference.
- Warranty: 2-year on parts and service.

Due to the cost exceeding administrative spending limits, formal Village Board approval is necessary via resolution.

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

### **C. Consider the Third Addendum to the Push Tax Tolling Agreement**

The Push Tax was first implemented in October 2021, but the video gaming terminal operators dispute its validity and how it is to be collected. There is currently litigation pending in Cook and Lake Counties regarding these issues: 1) the 2nd Dist. Case No. 2-22- 0220 (from Lake County involving the City of Waukegan) and 2) the 1st Dist. Case No. 23- 0099 (from Cook County involving the City of Oak Lawn).

In order to avoid litigation and preserve both the Village of Algonquin's rights and the video gaming terminal operators' rights, the parties are proposing to continue to put everything on hold through the Tolling Agreement. The Tolling Agreement with the video gaming terminal operators to delay enforcement of the Push Tax is set to expire October 31, 2023. At this time, there has been no resolution to the court cases that would allow any of the municipalities to move forward with certainty.

Staff recommends the Village enter into a Second Addendum to the Tolling Agreement to extend the agreement by twelve months to October 31, 2024. Through October 31, 2024, the parties will not have to take any action while the litigation advances. The Village of Carpentersville, Village of Lake in the Hills, City of McHenry, and City of Woodstock are also considering this Agreement with the video gaming terminal operators J&J Ventures Gaming, LLC, Gold Rush Amusements, Inc., Accel Entertainment Gaming, LLC, Lattner Entertainment Group Illinois, LLC, Eureka Entertainment, LLC, Velasquez Gaming, LLC, Ashiq Gaming, LLC, and Pocket Aces Gaming, Inc.

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

### **AGENDA ITEM 5: Public Works & Safety**

Mr. Badran:

#### **A. Consider an Agreement with D Ryan Tree and Landscape Services for the Annual Tree Trimming Program (2023-24, 2024-25, and 2025-26)**

In 2019, the Village began contracting its annual tree trimming services. The past 3-year contract was up for renewal so public works went out for proposals for this program.

Proposals were sent to 11 companies with only 2 returning a proposal:

- D Ryan Tree and Landscape \$173,186.00
- Kramer Tree Service \$483,182.00

The low bidder for this service was D Ryan Tree and Landscape Services out of DeKalb, IL. We have checked references and work history for this contractor and feel comfortable giving them the work.

The following zones are scheduled to be trimmed this season; 1A, 1B, 1C, and 2A as noted. This includes the following subdivisions; High Hill Farms, Gaslight Terrace, Algonquin Hills, Arrowhead, Riverview, Algonquin Original Town, Janak's, Alta Vista, Weck's, and Spring Creek.

Funds for this work are budgeted in the General Services budget for \$150,000.00 The proposal for D Ryan Tree and Landscape Services is \$173,186.00. We will apply cost savings from other professional service in this fund to cover the overage.

Therefore, it is recommended that the Committee of the Whole take action to move this matter forward to the Village Board for approval of tree removal services in the amount of \$173,186.00 to D Ryan Tree and Landscape Services out of Dekalb, IL for 2023-24 and further to authorize the Village Manager or his designee to sign an extension of this contract for an additional 2 years (2024-25 & 2025-26) at the prices provided in the bid document.

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

#### **B. Consider an Agreement with H. Linden & Sons Sewer and Water for the Towne Park/Crystal Creek Watermain Crossing Project**

This project will consist of the open cut construction of a 16" PVC water main below Crystal Creek, within Towne Park. The project will also include minor curb and gutter replacement, sidewalk replacement, riprap replacement, bituminous bike path replacement, split rail fence installation, and native wetland seeding. The project will be substantially completed by early March 2024 prior to the Towne Park Reconstruction Project.

Three bids were received for this project, and after a thorough review and evaluation, it was determined to recommend the low bidder H. Linden in the amount of \$525,280.00. The bid amount is well within the amount budgeted in the Water and Sewer fund for this fiscal year.

H. Linden is an experienced contractor with a proven track record of successful projects in our area. We worked with them most recently on the Pressure Reducing Valve Replacement Program- Year 1 in 2020 and they are currently working on this year's lead service replacement project. To date, they have provided excellent service and met the Village's expectations.

After careful consideration, staff recommends that the Committee of the Whole move this item to the Village Board and award the contract for the Towne Park/Crystal Creek Water Main Crossing Project to H. Linden & Sons Sewer and Water. Their competitive pricing, proven experience, and excellent track record make them the best choice for this project.

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

**C. Consider an Agreement with Christopher Burke Engineering for the Construction Oversight of the Towne Park/Crystal Creek Water Main Crossing Project**

The second item included with this project is the proposal for construction oversight for Towne Park/Crystal Creek Water Main Crossing Project with Christopher B. Burke Engineering, LTD. (CBBEL).

CBBEL's proposal is in the amount of \$52,315, which is about 10% of the recommended low bid cost. The proposal is less than the \$60,000 budgeted for construction oversight in the Water and Sewer fund in FY2024. CBBEL is also being recommended for construction oversight for the Highland Avenue Water main Improvement project to provide consistency and more streamlined coordination.

Therefore, it is the Public Works Department's recommendation that the Committee of the Whole take the necessary action to move this construction oversight agreement with CBBEL for \$52,315 to the Village Board for approval.

It is the consensus of the Committee to move both items on to the Village Board for approval.

**D. Consider an Agreement with H. Linden & Sons Sewer and Water for the Highland Avenue Water Main Improvement Project**

This project involves the installation of an 8-inch ductile iron water main on the north side of Highland Avenue through Presidential Park from 350 feet east of Tanglewood Court to Fox Run Lane. Additional work includes the installation of fire hydrants and valves for fire protection and future maintenance. This project closes two dead ends in the Village's water distribution system and improves reliability for local residents and the park. This project is expected to occur this winter with a completion date in March 2024 in advance of the Presidential Park Reconstruction Improvement.

Staff concurrently bid this project with the Towne Park/Crystal Creek Water Main Crossing and provided a provision in both bid documents to allow for additional considerations for award other than bid cost alone. The bid documents allow for considerations based on cost, past performance, experience, ability to perform the work, and as the bid relates to the Towne Park/Crystal Creek Water Min Crossing project.

14 bids were received on September 28th with Mauro Sewer Construction, Inc. providing the low bid (\$389,931.00) and H. Linden proving the second lowest bid (\$402,933.00), a difference of about three percent. After thorough review, staff is recommending H. Linden for the following reasons • H. Linden is the low bidder on Towne Park/Crystal Creek Crossing project. The Village has a good working relationship with H. Linden on current and past projects:

- H. Linden is already in the Village completing the WTP#2 Cation Exchange project and PRV year 2 Replacement.
- Past experience with Mauro has been has been challenging particularly with meeting schedule deadlines and working around unforeseen challenges.

The bid amount of \$402,933.00 from H. Linden is well within the \$650,000 budgeted for construction in the Water and Sewer fund as well as the engineer's estimate. Therefore, staff recommends that the Committee of the Whole move this item to the Village Board and award the contract for the Highland Avenue Water Main Improvements to H. Linden.

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

**E. Consider an Agreement with Christopher Burke Engineering for the Construction Oversight of the Highland Avenue Water Main Improvement Project**

The second item included on this project is the recommendation for construction oversight of this project with CBBEL. The proposed Resident Engineer has several years of experience working in the Village of Algonquin and is very familiar with our standards and requirements.

CBBEL is also being recommended for oversight of the Towne Park/Crystal Creek Water Main Crossing project. Staff feels having consistency with project coordination and communication, will provide the best possible outcome for these projects.

The amount proposed from CBBEL for construction oversight of \$49,835 is under the budgeted amount of \$60,000 in the Water and Sewer fund this fiscal year.

Therefore, it is the Public Works Department's recommendation that the Committee of the Whole take the necessary action to move this construction oversight agreement with CBBEL for \$49,835 to the Village Board for approval.

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

**F. Consider Amending Section 12.09, Noxious Plants and Weeds, of the Algonquin Municipal Code**

Staff would like to make some house keeping changes to Chapter 12.09 Noxious Plants & Weeds of the Algonquin Municipal Code. 12.09.A was changed to have a list of noxious weed species on file at Public Works instead of listing them directly in the Code. This gives staff the ability to add species to the list when deemed necessary.

This section also allows for weed species in Protected Natural Areas as it is impossible to do a native restoration and keep all weed species out of the natural area due to animals, birds, wind and water carrying seeds into these areas. Our protected natural areas are not mowed each week so weed species can grow in these sites from time to time. However, public works manages this through our yearly Natural Area maintenance program where an ecological company comes in and selectively herbicides weedy species. Each restored natural area also receives a prescribed burn every three years, which also helps to control weedy species.

Paragraph 3 takes out the sentence that allows grass over 8 inches to grow in designated wetland open spaces or approved native planting areas. These types of areas do not have grass planted in them, so this does not apply.

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

**G. Consider an Agreement with Burke LLC for the Design Build of the Downtown Dry Utility Relocation Project**

Presented is the Design-Build contract proposal with Burke, LLC, to complete Phase II of the dry utility lowering in downtown as laid out in the Downtown Master Plan. The work includes coordination with the private utility companies, ComEd, Comcast, and AT&T, to allow the general contractor to provide underground infrastructure and equipment for transmission lines and services to the business and residents in the downtown. The general contractor will install additional conduit during this phase for future Village lighting use.

Burke, LLC, proposes to utilize construction services with Utility Dynamics, Inc. in this contract. Utility Dynamics successfully completed Phase I dry utility lowering project along Main Street from the Bypass to Edward Street and Harrison Street from Edward Street to the Riverwalk. This phase will include utility lowering on Harrison Street from the Riverwalk to Washington Street, Washington Street from La Fox Drive to Jefferson Street, Jefferson Street from Harrison Street to the east, and behind all the Main Street businesses between Washington Street and the Riverwalk.

This work is expected to begin this fall, with completion in late spring 2024. As performed during Phase I, this work is required in advance of the next phase of the Downtown Streetscape Improvement Project. In order to minimize disruption, staff is in the process of preparing plans for the streetscape to begin immediately following the utility lowering in 2024.

The Design-Build team of Burke, LLC., and Utility Dynamics are very familiar with the Village's standards and the locations of the previously buried dry utility infrastructure. Coordination between Burke, Utility Dynamics, and the private utility companies has successfully been ongoing, and all parties involved are set to begin the next phase.

Staff budgeted \$2,300,000 in the Street Improvement Funds for this portion of the project this fiscal year. The proposal is a not to exceed amount of \$1,841,782 and well within the budgeted amount for this project.

Therefore, staff recommends that the Committee of the Whole take the necessary steps to advance this matter to the Village Board for approval. Staff proposes moving forward with Burke, LLC., for the Downtown Dry Utility Relocation Project in the amount of \$1,841,782.

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

Trustees voiced appreciation to the Historic Commission and Public Works for the successful Cemetery Walk and clean up. The installation and timing of the ADA ramps downtown were questioned.

**AGENDA ITEM 8:** Adjournment

There being no further business, Chairperson Dianis adjourned the meeting at 10:14 p.m.

Submitted: \_\_\_\_\_  
Fred Martin, Village Clerk

**AN ORDINANCE APPROVING A PLAT OF EASEMENT GRANT AND VACATION FOR THE ENCLAVE, ALGONQUIN, ILLINOIS**

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

WHEREAS, Kensington Development Partners, the Petitioner, has submitted a plat of easement grant and vacation for approval, for certain property located on Randall Road and legally described as in Exhibit A ("Subject Property"):

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

SECTION 1: That the Plat of Easement vacating and granting a Village Utility Easement (VUE) for the Subject Property attached hereto and incorporated herein as Exhibit B, is hereby approved.

SECTION 2: That all maps, journals and other records of the Village shall be changed accordingly.

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

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

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

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

APPROVED:

\_\_\_\_\_  
Village President Debby Sosine

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk Fred Martin

Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_

EXHIBIT A

Legal Description of the Subject Property

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PARTS DEEDED TO COUNTY OF KANE BY DEED RECORDED JANUARY 2, 1974 AS DOCUMENT 1286303 AND BY DEEDS RECORDED APRIL 11, 1995 AS DOCUMENT 95K019431 AND 95K019432, AND EXCEPT THEREFROM THAT PART CONVEYED BY DOCUMENT 1999K021233 TO COUNTY OF KANE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 5; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER 189.297 METERS (621.05 FEET) TO THE NORTHEAST CORNER OF THE SOUTH HAUF OF THE NORTHEAST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 35.103 METERS (115.17 FEET) FOR A POINT OF BEGINNING; THENCE WESTERLY ALONG THE LAST DESCRIBED COURSE, 4.572 METERS (15.0 FEET) TO THE EASTERLY LINE OF A TRACT OF LAND CONVEYED TO COUNTY OF KANE BY DOCUMENTS 95K019431 AND 95KD19432: THENCE SOUTHERLY ALONG SAID EASTERLY LINE FORMING AN ANGLE OF 89 DEGREES 14 MINUTES 51 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 91.158 METERS (299.07 FEET) TO AN ANGLE IN SAID EASTERLY LINE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE FORMING AN ANGLE OF 179 DEGREES 02 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 91.451 METERS (300.04 FEET) TO THE MOST SOUTHEASTERLY CORNER OF SAID TRACT; THENCE WESTERLY ALONG THE SOUTHERLY LINE AND SOUTHERLY LINE EXTENDED OF SAID TRACT OF LAND FORMING AN ANGLE OF 91 DEGREES 42 MINUTES 27 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 26.608 METERS (87.30 FEET) TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 393.056 METERS (1289.55 FEET) TO THE SOUTHWEST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 402.757 METERS (1321.38 FEET) TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER: THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER 27.103 METERS (88.92 FEET): THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 87 DEGREES 15 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 80.026 METERS (262.55 FEET): THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5524.645 METERS (18,125.44 FEET) TANGENT TO THE LAST DESCRIBED COURSE 124.843 METERS (409.56 FEET); THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 774.626 METERS (2541.42 FEET) TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 05

MINUTES 40 SECONDS EAST, ALONG THE EAST LINE OF SAID WEST HALF 1,287.31 FEET; THENCE NORTH 89 DEGREES 02 MINUTES 07 SECONDS WEST: 1,208.43 FEET, TO A POINT ON THE EAST LINE OF RANDALL ROAD; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF RANDALL ROAD THROUGH THE FOLLOWING DESCRIBED 6 COURSES: THENCE NORTH 00 DEGREES 57 MINUTES 53 SECONDS EAST, 660.47 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 11 SECONDS WEST 14.92 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 27 SECONDS EAST, 58.28 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 487.58 FEET, ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE WESTERLY, HAVING A RADIUS OF 5,963.44 FEET, A CORD BEARING NORTH 01 DEGREES 20 MINUTES 06 SECONDS WEST, AND A CHORD DISTANCE OF 487.46 FEET: THENCE NORTH 79 DEGREES 15 MINUTES 35 SECONDS EAST, 101.98 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 19 SECONDS EAST, 54.74 FEET, TO A POINT ON THE NORTH LINE OF SAID WEST HALF; THENCE SOUTH 89 DEGREES 20 MINUTES 41 SECONDS EAST ALONG SAID NORTH LINE, 1,119.52 FEET TO THE POINT OF BEGINNING); ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5; THENCE SOUTH 00 DEGREES 40 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF, 1,287.31 FEET TO THE SOUTH LINE OF A TRACT OF LAND AS DESCRIBED IN A TRUSTEE'S DEED DA TED SEPTEMBER 11, 2003 AND RECORDED IN KANE COUNTY AS DOCUMENT NUMBER 2003K166047, FOR THE POINT OF BEGINNING: THENCE CONTINUING SOUTH 00 DEGREES 40 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE, 261.85 FEET: THENCE NORTH 89 DEGREES 37 MINUTES 12 SECONDS WEST, 182.94 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 45 SECONDS WEST, 252.85 FEET TO A LINE 9.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 89 DEGREES 37 MINUTES 12 SECONDS WEST ALONG SAID PARALLEL LINE, 1,019.03 FEET TO THE EAST LINE OF RANDALL ROAD, DEDICATED TO KANE COUNTY BY DOCUMENT NUMBER 2005K055692; THENCE NORTH 00 DEGREES 16 MINUTES 46 SECONDS EAST ALONG SAID EAST LINE, 9.00 FEET TO THE SOUTH LINE OF SAID TRACT OF LAND: THENCE SOUTH 89 DEGREES 37 MINUTES 12 SECONDS EAST ALONG SAID SOUTH LINE, 1,201.83 FEET TO SAID POINT OF BEGINNING: AND ALSO EXCEPT THAT PART DEDICATED FOR PUBLIC HIGHWAY PURPOSES TO KANE COUNTY PER DOCUMENT 2005K055692, IN DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS.

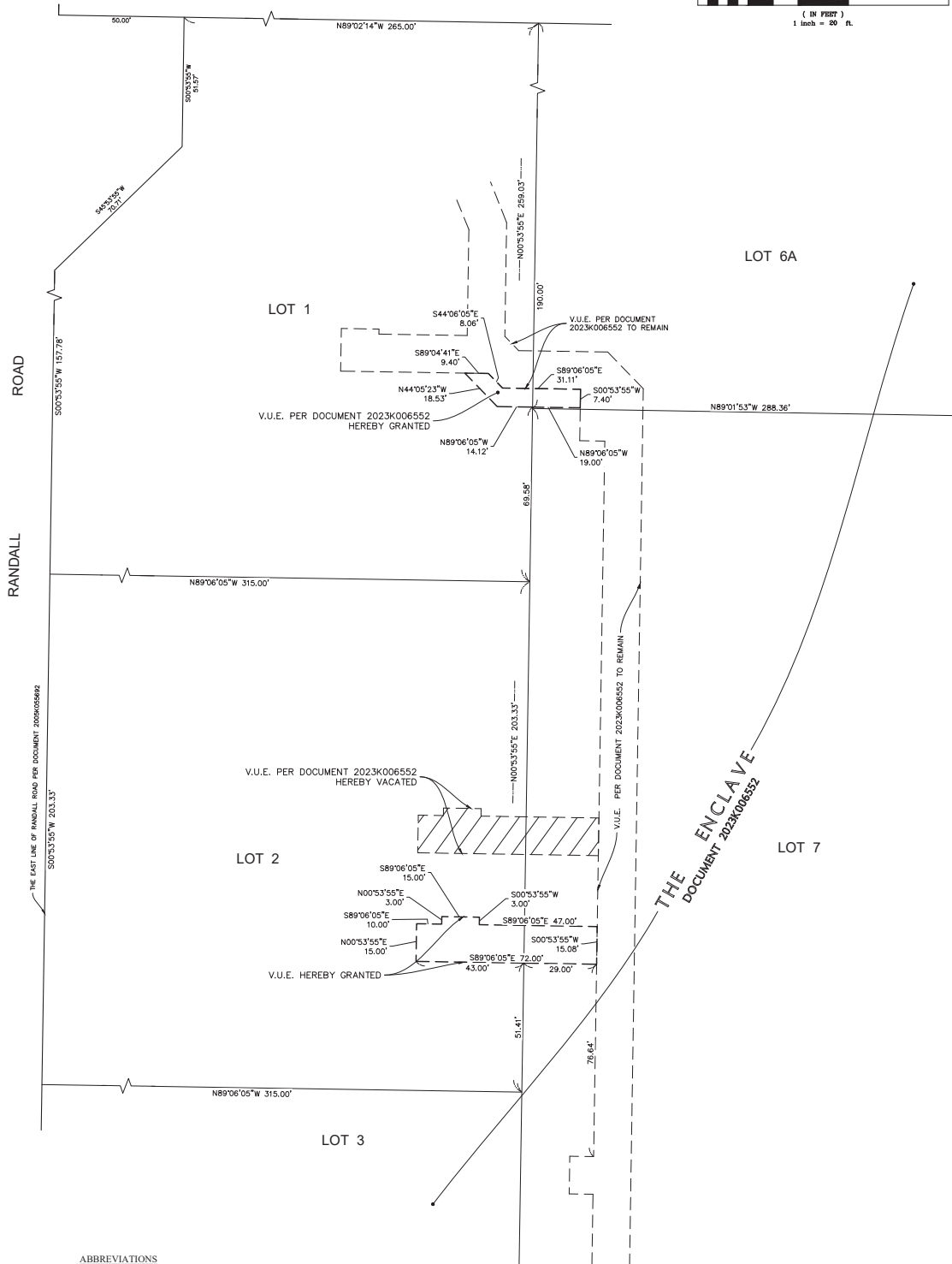
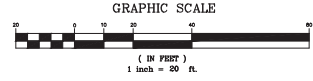
Said property, containing approximately 70.694 acres, is located at the southeast corner of Randall Road and Commons Drive.



# PLAT OF EASEMENT GRANT AND VACATION

OVER LOTS 1, 2, 6A AND 7 IN THE ENCLAVE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 2023 AS DOCUMENT 2023K006552, IN KANE COUNTY, ILLINOIS.

PIN: 03-05-151-001  
 PIN: 03-05-151-002  
 PIN: 03-05-151-004  
 PIN: 03-05-301-003



**LEGEND**

- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

**LINE LEGEND**

- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE

**ABBREVIATIONS**

- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
- S.F. = SQUARE FEET
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- (R) = RECORD BEARING OR DISTANCE
- (M) = MEASURED BEARING OR DISTANCE
- (C) = CALCULATED BEARING OR DISTANCE
- (D) = DEED BEARING OR DISTANCE
- B.S.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
- V.U.E. = VILLAGE UTILITY EASEMENT

V.U.E. HEREBY VACATED

PLAT NO. 230173

1 OF 2

**COMPASS SURVEYING LTD.**  
 ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING  
 2631 GINGER WOODS PARKWAY, STE. 100  
 AURORA, IL 60502  
 PHONE: (630) 828-9100 FAX: (630) 828-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT	DATE: 8/7/23	PC	N/A	DRAWN BY	MRA	CHECKED BY	DW	BOOK	N/A	PG	N/A
THE ENCLAVE RANDALL ROAD AURORA, IL	NO.	REVISIONS		DATE	BY						
CLIENT											
JACOB & HEFNER ASSOCIATES, INC. 1310 BETTERBILD ROAD, SUITE 300 DOWNERS GROVE, IL 60515											

J:\PDATA\2023 PROJECTS\230173\230173\_P045E.DWG





ORDINANCE NO. 2023 – O \_\_\_\_\_

**AN ORDINANCE ISSUING A SPECIAL USE PERMIT FOR OPEN-AIR DINING AND DRIVE-THROUGH AND APPROVING A FINAL PLANNED DEVELOPMENT FOR A TWO-TENANT BUILDING ON LOT 3 OF THE ENCLAVE (FIRST WATCH AND CHIPOTLE)**

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

WHEREAS, a petition was submitted to the Village of Algonquin (“Village”) by Dan Rea, an agent of the Owner, and by John Schoditch representing Kensington Enclave LLC, the current owner of record of all land within the territory described, to approve a Final Planned Development and Special Use Permit for a open-air dining and a drive-through, on certain territory legally described as follows:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF RANDALL ROAD PER DOCUMENT 2005K055692, SAID POINT BEING THE SOUTHWEST CORNER OF ALGONQUIN GALLERIA – PHASE 1 RESUBDIVISION NO. 1, RECORDED NOVEMBER 28, 2006 AS DOCUMENT 2006K129153; THENCE SOUTH 89 DEGREES 01 MINUTE 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID RESUBDIVISION, 315.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 55 SECONDS WEST, 462.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 53 MINUTES 55 SECONDS WEST, 198.47 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 05 SECONDS WEST, 315.00 FEET TO SAID EAST LINE OF RANDALL ROAD; THENCE NORTH 00 DEGREES 53 MINUTES 55 SECONDS EAST ALONG SAID EAST LINE, 198.47 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 05 SECONDS EAST, 315.00 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

Commonly known as Lot 3 of the Enclave, 1721 South Randall Road Algonquin, Illinois, Kane County, 60102 (“Subject Property”); and

WHEREAS, the Planning and Zoning Commission reviewed the request at a public hearing on September 11, 2023, after due notice in the manner provided by law; and

WHEREAS, the Planning and Zoning Commission, after deliberation, accepted the findings of fact outlined in the staff report for Case No. PZ-2022-14 and recommended approval of the Final Planned Development and issuance of the Special Use Permits for the Subject Property; and

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

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

SECTION 1: A Special Use Permit for open-air dining and a drive-through is hereby issued and the Final Planned Development for the two-tenant building on the Subject Property is hereby approved subject to the following documents and conditions:

- A. Site Exterior Elevations titled “First Watch Randall Road Algonquin Exterior Elevations”, as prepared by Architectural Group International, and last revised August 24, 2023. All exterior masonry of the building shall be full dimensional and the painting of the masonry shall be prohibited. The outdoor enclosure fence of the north tenant shall match the design and color of the proposed enclosure fence of the south tenant. The building tenants shall share a trash enclosure in the rear of the building that is consistent in design with the principal structure. All exterior building materials shall be submitted to the Village Manager for review and approval prior to construction;
- B. The Sign Plan for Chipotle Mexican Grill, as prepared by Wilkus Architects, and last revised August 4, 2024, and the Sign Plan for First Watch, as prepared by Image Manufacturing Group, and last revised August 23, 2023. All signs shall meet the Village’s Sign Code, the requirements of the Final PUD for the Enclave, and submit a sign permit to Community Development for review and approval. Each tenant space shall be permitted one (1) wall sign on the front (west side) and one (1) wall sign on the side of the building. The installation of wall signs shall be prohibited on the rear (east side) of the building. The monument sign shall be constructed to the specification as defined in the Monument Sign Plan, as prepared by Doyle General Sign Contractors, last revised on April 19, 2022. Only one (1) monument sign shall be allowed on the Subject Property, the monument sign shall be shared by the tenants on the Subject Property, there shall be no more than two (2) panels on each side of the monument sign, the monument sign shall be on the Randall Road side (west side) of the Subject Property, the background of the monument sign panels shall be opaque, and the brick base of the monument sign shall be constructed with the same type of brick as the main building. Umbrellas in the open-air dining areas shall not be multicolored and shall not include advertising or text;
- C. Final Engineering titled “Site Improvement Plans for First Watch and Chipotle”, as prepared by Jacob & Hefner Associates, and last revised August 30, 2023. The drive-through shall be for pick-up only and no ordering shall occur in the drive-through lane. A menu board, speaker, and microphone shall be prohibited. If the user of the north tenant space wants to serve alcohol and/or have their customers consume alcohol in their open-air seating area, this area shall be redesigned to meet local and state liquor regulations;
- D. The Fire Truck Autoturn Exhibit, as prepared by Jacob & Hefner Associates, and last revised July 28, 2023;
- E. The Electrical Sign Plan, as prepared by Kornacki & Associates, Inc., and last revised July 28, 2023. All exterior lighting shall be dark sky compliant;
- F. The Final Landscape Plan, as prepared by Gary R. Weber Associates, Inc., and last revised August 30, 2023.

SECTION 2: That all requirements set forth in the Algonquin Zoning Ordinance, as would be required by any owner of property zoned in the same manner as the Subject Property shall be complied with, except as otherwise provided in the Ordinance.

SECTION 3: The findings of fact on the petition to approve the Special Uses and the Final Planned Development on the Subject Property are hereby accepted.

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

Aye:

Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_

Village President Debby Sosine

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk Fred Martin

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

**ORDINANCE NO. 2023 - O - \_\_\_\_\_**

***An Ordinance Amending Section 12.09, Noxious Plants and Weeds,  
of the Algonquin Municipal Code***

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

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

**SECTION 1:** Paragraph A of Section 12.09, Noxious Plants and Weeds, of the Algonquin Municipal Code shall be amended to read as follows:

A. Noxious Plants and Weeds Declared a Nuisance: Any weeds on the Village’s approved Noxious Weed List (on file at the Public Works Department), found growing in any place or location within the corporate limits of the Village, are declared to be a nuisance, except in designated Protected Natural Areas.

It shall be unlawful for any person to cause or permit any such noxious weeds, plants, or bushes to grow or remain in any place or location within the corporate limits of the Village to a height in excess of 8 inches.

It is hereby declared to be a nuisance and shall be unlawful for any person to cause or permit grass to grow or remain in any place or location within the corporate limits of the Village to a height in excess of 8 inches.

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

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

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

Voting Aye:  
Voting Nay:  
Abstain:  
Absent:

**APPROVED:**

\_\_\_\_\_  
Village President Debby Sosine

(SEAL)

**ATTEST:** \_\_\_\_\_  
Village Clerk Fred Martin

Passed:  
Approved:  
Published:



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 KayTech Coverage Solutions for the Waste Water Treatment Facility Cellular In-Building Repeater in the Amount of \$66,411.00, attached hereto and hereby made part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

APPROVED:

(seal)

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Debby Sosine, Village President

ATTEST:

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Fred Martin, Village Clerk



Algonquin, IL

# **In-Building 4/5G LTE Cellular Coverage Solution Proposal to: City Of Algonquin**

**Reference: Waste Water Treatment Center | Building 1 & 2**

**March 23, 2023**

**Submitted by:**

Dan Mahlke  
KayTech Coverage Solutions  
813 777 4495  
Dmahlke@KTCoverage.com

**Submitted to:**

Kevin Crook  
Chief Innovation Officer  
847 658 2727  
Kevinc@algonquin.org





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## KAYTECH COVERAGE SOLUTIONS

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To meet this rising demand of reliable Enterprise Cellular, Wi-Fi and Public Safety wireless coverage and capacity. KayTech Coverage Solutions designs, installs and commissions indoor Distributed Antenna System (DAS) solutions for all cellular providers and public safety networks.

The KayTech team is comprised of individuals with significant wireless industry expertise enabling us to offer the best suited solution for any scale of application.

As it is critical that any new DAS solution being implemented does not degrade the overall network of the subject carrier(s), KayTech has the experience and engineering knowledge to ensure a successful deployment on the carrier network. We do this by:

- Utilizing the industry standard design tools (both software modeling and RF analysis)
- Confirming the predicted performance with operational success reporting;
- Actively co-ordination with the carriers involved to manage a seamless installation;

KayTech strives to offer our customers several options when considering a DAS investment and the guidance associated with the various trade-offs in selecting one option over another.

We believe it's important for our customers to be presented with options so they can appreciate the merits of one approach vs another in cost and feature capability.

All of the aforementioned commitments and technical expertise of the KayTech team is the basis of our response to this RFP.

### Some of our Trusted Clients



## **Disclaimers and Rights**

This response, and the solutions and concepts described herein, are the exclusive property of KayTech Coverage Solutions and may not be disclosed to any party other than your wireless service provider without the express written consent of KayTech Coverage Solutions.

KayTech Coverage Solutions reserves the right to change any of the material described within this response at its discretion.

This document contains confidential information that is proprietary to KayTech Coverage Solutions. No part of its contents may be used, copied, disclosed, or conveyed to any party in any manner whatsoever without prior permission from KayTech Coverage Solutions.

## **Notices and Terms**

This Proposal, its attached Exhibits, and the provision of KayTech Coverage Solutions products or services as described in this Proposal, will be subject to, and governed by KayTech Coverage Solutions standard terms and conditions unless otherwise stated.

## PROJECT ASSUMPTIONS

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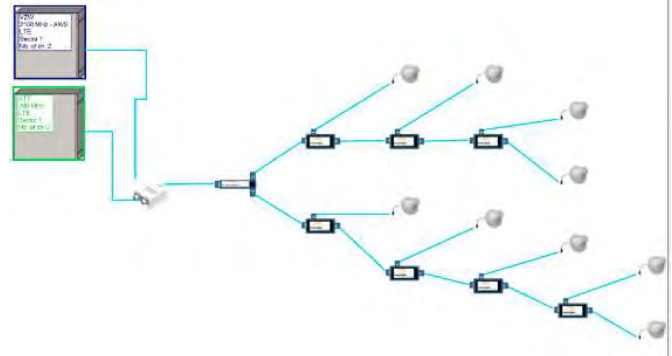
1. **The WWTC buildings (2) has an estimated “critical” area of 25,000 sq. feet and 4,000 sq. ft to improve for cellular coverage.**
2. KayTech and its subcontractors shall conduct all installation services in a non-intrusive manner and will minimize any impact to the organization’s normal, on-going business activities.
3. KayTech will install all equipment during normal working hours (8 hours per day, 5 day work week).
4. No special precautions are planned except normal structured cable installation practices.
5. All cable pathways and conduits are presumed to be available in accordance with the proposed design.
6. Client shall allow full access to all areas where equipment or cables are to be placed by KayTech and its subcontractors. Appropriate notification shall be provided to the Client.
7. Client shall provide adequate space in their MDF and IDF closets for KayTech-provided equipment. KayTech shall provide the appropriate rack (6 ft.) and cable management system.
8. KayTech shall notify Client what subcontractor will be used throughout the project. This subcontractor shall abide to all of the standard practices and directives set forth by KayTech, including the aforementioned Project Assumptions.
9. Passive Intermodulation (PIM) testing is not included in this proposal. Should the wireless carrier require this level of testing, an additional charge would apply.

## SOLUTION OVERVIEW – CELLULAR 4/5G LTE

The KayTech In-building cellular coverage solution proposed shall support all carriers delivering improved signal levels (4 bars or greater) in the client site for 4G services. KayTech Coverage Solutions has developed a design that supports 4/5G/LTE technologies for voice and data using industry standard design software (iBwave) that the associated wireless service providers use.

To provide the most cost effective solution available for the area to be covered, KayTech is proposing:

- **Wide Band Repeater Solution** supporting Verizon, AT&T LTE



The repeater solution offers a low cost means of providing 4G services from all carriers to the location through a dedicated rooftop antenna.

The footprint of the repeater will be extended through a combined passive DAS to distribute the signal throughout the target coverage area location

This area to be covered within this plan will be at the limit of the output power required for the application. That said – this provides the most economical means of covering the space without over engineering. This is a modular design allowing KayTech to add additional amplifiers to cover additional areas.

Coverage areas: The expected coverage shall be a minimum of -95 dBm in 90% of the facility.

### PROPOSED BILL OF MATERIALS (MAJOR COMPONENTS)

The major items contained within this solution are identified herein:

1. (2) Wide Band Repeaters offers 4/5G RF Sources to the DAS;
2. Combiner Network – coaxial cable signal distribution'
3. Antenna Network of splitters, couplers and ceiling mounted antennas.

## **Project Management**

The KayTech Project Manager will abide by standard project management communication formats. Our Project Manager will act as the primary interface to all key decision makers on both the client side, as well as KayTech and its subcontractors. Contact information of the Project Manager shall be provided at contract start.

Standard 8 hour days, 5 day work weeks, no night or weekends are proposed, deviations to this schedule and cost impact are subject to contract change orders.

KayTech reserves the right to engage with appropriate subcontractors for structured cabling and associated work Project Plan

A project plan shall be supplied 10 days after receipt of contract go-ahead (PO) and supplied under separate cover. The projected completion timeframe shall be provided at completion of the final design and price proposal.

## **Project Closeout**

A full As-Built documentation package shall be provided at the conclusion of the installation and commissioning tasks and in accordance with the carrier requirements.

# PRICE PROPOSAL

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## Large Building

Hardware – Active & Passive	\$43,077
Design, Installation, Project Management & Commissioning Services	\$23,334
Two years parts warranty included	\$0.00
<b>Total</b>	<b>\$66,411</b>
*KayTech is tax exempt, shipping charges not included	

## Smaller Building

Hardware – Active & Passive	\$11,155
Design, Installation, Project Management & Commissioning Services	\$12,250
Two years parts warranty included	\$0.00
<b>Total</b>	<b>\$23,405</b>
*KayTech is tax exempt, shipping charges not included	

**Notes:**

- 4/5G ATT, VZW frequencies / bands LTE supported

## WARRANTY, TERMS AND CONDITIONS

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Quote Valid for:	Warranty:	Payment:	Exclusions on Quoted Price
30 Days	Hardware – 2 years Services – 90 days	50% at PO release, 25% at time of material delivery; balance due when commissioning is completed	Shipping, Taxes



## MAINTENANCE AND SUPPORT PROGRAM

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As a KayTech customer – we want to provide you the best Customer Support program option to address your budget and availability requirements.

KayTech warranties each sale to be free from services defects for 90 days. A manufacturer's warranty will apply to the product used in your KayTech solution. It's important you ask what that term is. Typically, it is two (2) years from date of purchase.

During the Service Warranty period (90 days), any post installation issues related to the installation will be addressed by KayTech at no charge. Following the Services Warranty period, Extended Warranty support services are available.

1. During the first year of installation and commissioning, Kaytech provides remote monitoring of the Repeater system, wherever technology enables this feature, free of cost
2. After the first year of installation and commissioning, Kaytech provides the remote monitoring of the repeater system, at a nominal cost of \$850 per annum with an annual increase of 10% each year thereafter up to 5 years after the first year of installation and commissioning.
3. This remote monitoring is the first level of service to understand the problem to try and provide the solution remotely if possible. If this is not possible due to various reasons, site visit will be required and is chargeable at \$125 per hour including travel time and this is chargeable for a minimum of 4 hours

**KayTech offers standard (90) days service warranty and (2) years equipment warranty from the date of installation and commissioning of the DAS equipment.**

**Kaytech provides Extended Service Warranty and Extended Equipment Warranty Programs after the standard Warranty Period mentioned above.**

### **Extended Service Warranty:**

1. This is for an extended period beyond the 90 days Standard Service Warranty provided from the date of installation and commissioning. This covers only labor/services for the DAS system.
2. Initial troubleshooting will be via phone and coordination with onsite POC. "Best Efforts" applied to arrival onsite, dependant on engineer availability and travel distance of customer site location.
3. This extended Service Warranty covers the cost for sending an engineer onsite to resolve, repair, or replace DAS parts.
4. The DAS equipment repairs and/or replacement, if required, will be on chargeable basis.
5. This Extended Service Warranty based on (1) repeater will be chargeable as below:
  - a. Additional repeater deployments will have alternate costs, please inquire with your sales representative
  - a) First Year of installation and Commissioning (after 90 days Standard Service Warranty ie for a period of 9 months after the first 3 months Standard Service Warranty) \$5,250
  - b) Second Year - \$7,700
  - c) Third Year - \$8,470
  - d) Fourth Year - \$9,317
  - e) Fifth Year - \$10,249

### **Extended Equipment Warranty:**

1. All Equipment of the DAS system are warranted for 2 years from the date of installation and commissioning. This includes all active and passive equipment. Any electronics, cable, antennas, remote, coupler, etc. failure is covered under the Equipment Warranty
2. This Extended Equipment Warranty does not cover the labour/Services for the DAS equipment.
3. After this Standard Warranty period of 2 years after installation and commissioning, Kaytech provides comprehensive Equipment warranty on chargeable basis.

Please contact your sales representative to inquire on additional years of equipment warranty costs.



## CLIENT PROPOSAL ACCEPTANCE

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### **KayTech Contact:**

*Dan Mahlke*

*KayTech Coverage Solutions*

*813 777 4495*

*[Dmahlke@KTCoverage.com](mailto:Dmahlke@KTCoverage.com)*

**Purchase Orders:** [sales@ktcoverage.com](mailto:sales@ktcoverage.com)

### **Client Acceptance:**

I agree to the deliverables and terms of this proposal and authorize KayTech to proceed with project preparations pending release of a binding purchase order.

Name:

Signature:



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 D Ryan Tree and Landscape Services for the Annual Tree Trimming Program for 2023-2024, with the Option for the Village Manager to Extend the Agreement for an Additional Two Years, in the Annual Amount of \$173,186.33, attached hereto and hereby made part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

APPROVED:

(seal)

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Debby Sosine, Village President

ATTEST:

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Fred Martin, Village Clerk

**VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)**

Effective Date: November 1, 20 23

Purchase Order No.

<b>Project:</b> Annual Tree Pruning Program 2023/24		<b>Location:</b> Pruning Zone 1A, 1B, 1C, 2A	
<b>Originating Department:</b>			
<b>Owner</b>	<b>Consultant/Vendor</b>	<b>Developer</b>	
<b>Village of Algonquin</b> Address: 110 Mitchard Way Algonquin IL 60102  <b>Phone:</b> 847-658-2754 <b>Fax:</b> <b>Contact:</b> vkilcullen@algonquin.org	Name: D Ryan Tree and Landscape Services Address: 17271 IL. Route 23 DeKalb IL 60115  <b>Phone:</b> 630-800-8767 <b>Fax:</b> <b>Contact:</b> d.ryantree@hotmail.com	<b>(where applicable)</b>  <b>Phone:</b> <b>Fax:</b> <b>Contact:</b>	

**COST OF WORK**

The Contract Price of the Work under this Purchase Agreement is: \$ 173,186.00

**SCOPE OF WORK:**

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

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

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

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	Tree Pruning	Tree Pruning Program	\$ 173,186.00 <b>NOT TO EXCEED</b>	\$ 173,186.00
			<b>TOTAL</b>	\$ 173,186.00

**NOTES:**

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

**WARRANTIES and INDEMNIFICATION**

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

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

**ACCEPTANCE OF PURCHASE AGREEMENT**

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

**CONSULTANT/VENDOR:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Representative of Vendor authorized to execute Purchase Agreement

**OWNER:**

Village of Algonquin  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

## SUPPLEMENTAL CONDITIONS

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

**10. Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONSULTANT/VENDOR:**

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Date



**VILLAGE OF ALGONQUIN**  
**PURCHASE ORDER INSURANCE REQUIREMENTS**

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

1. **Commercial General Liability Insurance**

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

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

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence      \$1,000,000

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

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

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

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

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

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

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

Limits: Each Occurrence      \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

**Scope of Work/Services – Vendor/Services**

---

VOA: \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_

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

**Contract Price – Vendor/Services**

---

VOA: \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_

# Schedule C

## **Insurance Requirements – Vendor/Services**

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### **Required Insurance:**

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

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

VOA: \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_

**Evidence of Insurance.**

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

**General Insurance Provisions**

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

VOA: \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_

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

**Supplemental Terms and Conditions**

---

VOA: \_\_\_\_\_

\_\_\_\_\_ :



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 H Linden & Sons Sewer and Water for the Towne Park/ Crystal Creek Water Main Crossing Project, in the Amount of \$525,280.00, 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

The Gem of the Fox River Valley

## CONTRACT

### TOWNE PARK/CRYSTAL CREEK WATER MAIN CROSSING PROJECT

## SIGNATURE FORM

This AGREEMENT is made and entered into this 17<sup>th</sup> day of October, 2023, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and H. Linden & Sons Sewer & Water, Inc., 722 E. South Street, Unit D, Plano IL 60545 (CONTRACTOR).

### WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated September 7th, 2023 for Towne Park/Crystal Creek Water Main Crossing Project under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and BID fully describe the terms and conditions upon which the CONTRACTOR offers to perform and furnish all labor, materials, insurance, bonds, and equipment, to complete the work specified:

NOW, THEREFORE, IT IS AGREED:

1. VILLAGE hereby accepts the BID of the CONTRACTOR for the work in the sum of \$525,280.00 (FIVE HUNDRED TWENTY-FIVE THOUSAND, TWO HUNDRED EIGHTY AND ZERO CENTS)
2. CONTRACTOR agrees to substantially complete the work within/by **March 1st, 2024** and meet the final project completion date of **April 15<sup>th</sup>, 2024** after receipt of the Notice to Proceed.
3. This Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:
  - a. Towne Park/Crystal Creek Water Main Crossing Project plans prepared by the VILLAGE, prepared by Christopher B. Burke Engineering, Ltd., dated September 7, 2023.
  - b. The State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022, the Supplemental Specifications and applicable Special Provisions effective on the date of the BID and the Standard Specifications for Sewer and Watermain Construction in Illinois, June 2014 as well as the Village of Algonquin Standard Specifications & Details Guide for Public Improvements, June 25, 2022, except as modified by these documents
  - c. All Bidding Documents
4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.



# Village of Algonquin

The Gem of the Fox River Valley

## CONTRACT

Continued on next page.

In Witness Whereof, the following parties have signed this Contract effective on the date first written above.

VILLAGE OF ALGONQUIN:

CONTRACTOR:

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Fred Martin, Village Clerk

By: \_\_\_\_\_  
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin  
The Gem of the Fox River Valley

**CONTRACT**

**TOWNE PARK/CRYSTAL CREEK WATER MAIN CROSSING PROJECT**

**INSURANCE CERTIFICATE**

ATTACH CERTIFICATE(S)  
&  
ANY REQUIRED ENDORSEMENT(S)



# Village of Algonquin

The Gem of the Fox River Valley

## CONTRACT

**Towne Park/Crystal Creek Water Main Crossing Project**

**BOND No.**

---

## **PAYMENT & PERFORMANCE BOND**

Know all men and women by these presents that  
H. Linden & Sons Sewer & Water, Inc.  
722 E. South Street, Unit D  
Plano, IL 60545

as Principal, hereinafter called the CONTRACTOR, and  
Swiss Re Corporate Solutions America Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105

as Surety, hereinafter called the SURETY, are held and firmly bound unto the  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

as Obligee, hereinafter called the VILLAGE, in the amount of  
FIVE HUNDRED TWENTY-FIVE THOUSAND, TWO HUNDRED EIGHTY AND ZERO CENTS,  
\$525,280.00.

that represents 100% of the Contract Price for the payment whereof CONTRACTOR & SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the CONTRACTOR has by written agreement dated (October 17th, 2023) entered into a contract with the VILLAGE for the project known as for Towne Park/Crystal Creek Water Main Crossing Project in accordance with drawings, and specifications prepared by the VILLAGE, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

Now, therefore, the conditions of this obligation are such that if the CONTRACTOR shall promptly and faithfully perform said CONTRACT, then the obligation of this bond shall be null and void; otherwise, it shall remain in full force and effect.

- A. The SURETY hereby waives notice of any alteration of extension of time made by the VILLAGE
- B. Whenever CONTRACTOR shall be and is declared by the VILLAGE to be in default under the CONTRACT, the VILLAGE having performed VILLAGE's obligations there under, the SURETY may promptly remedy the default, or shall promptly:



# Village of Algonquin

The Gem of the Fox River Valley

## CONTRACT

1. Complete the CONTRACT in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to VILLAGE for completing the CONTRACT in accordance with its terms and conditions, and upon determination by VILLAGE and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and VILLAGE, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or CONTRACTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT price. The term "balance of the CONTRACT price", as used in this paragraph shall mean the total amount payable by VILLAGE to CONTRACTOR. It is the intention of this undertaking that the total cost and expenditure by VILLAGE shall not exceed the CONTRACT price.

C. No right of action shall accrue to or for the use of any person or corporation other than the VILLAGE named herein or the heirs, executors, administrators or successors of the VILLAGE

It is a further condition of this obligation that the CONTRACTOR and SURETY shall pay to all person, firms, or corporations having contracts directly with the CONTRACTOR or with subcontractors, all just claims due them for labor performed or materials furnished in the performance of the CONTRACT on account of which this bond is given

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

In the Presence of:

\_\_\_\_\_  
Witness (Print)

\_\_\_\_\_  
Principal (Signature)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety (Signature)

\_\_\_\_\_  
Surety (Print)

\_\_\_\_\_  
Title



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 Christopher Burke Engineering for the Towne Park/Crystal Creek Water Main Crossing Construction Oversight, in the Amount of \$52,315.00, attached hereto and hereby made part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

APPROVED:

(seal)

---

Debby Sosine, Village President

ATTEST:

---

Fred Martin, Village Clerk

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

**I. INCORPORATION OF MASTER AGREEMENT**

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

**II. PROJECT UNDERSTANDING**

**A. General Understanding/Assumptions**

The Village of Algonquin is requesting a proposal for Phase III Engineering. The Towne Park/Crystal Creek Water Main Crossing Project shall consist of the open cut construction of a 16” PVC water main below Crystal Creek, within Towne Park in the Village of Algonquin. The project will also include minor curb and gutter replacement, sidewalk replacement, riprap replacement, bituminous bike path replacement, split rail fence installation, and native wetland seeding.

It is our understanding that the project will be let on September 28, 2023, and construction is expected to take place between early November 2023 and March 1, 2024. Final restoration is to be completed by April 15, 2024.

**III. SCOPE OF SERVICES**

**A. Phase III Engineering**

1. Preconstruction Services

- Attend the Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Review the Inspector’s Checklists for contract line items.
- Provide information to the Village so you can update your website with construction updates.

## 2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
- Shop Drawings and Contractor Submittals:
  - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
  - Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
  - Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

## 3. Construction Observation

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of 40 hours per week for a 5-week duration of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls fourteen (14) calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings as necessary;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Acts as Village Liaison for all project-related coordination with (sub) contractors and communication with residents/businesses.
- Coordinate with outside agencies including the McHenry County Conservation District regarding Prairie Trail traffic control and closure.



4. Construction Documentation

- CBBEL follows all VILLAGE guidelines and procedures for Construction Engineering.
- Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records;
- Contract Administration/Documentation;
- Quantity Measurement;
- Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
- Develop and Process Change Orders as necessary including Final Balancing Change Order;
- Respond to any Requests for Information from the Contractor.

5. Materials QA

- Performance of Quality Assurance Material Testing in conformance with Village requirements for QC/QA Material Testing;
- CBBEL will utilize Rubino Engineering, Inc. (Rubino) for soil and aggregate density, Portland Cement Concrete (PCC) and Hot-Mix Asphalt (HMA) material testing portions of this contract. Rubino will provide Quality Assurance (QA) testing as outlined by IDOT's Bureau of Material and Physical Research, and further described in the Construction Manual.
- The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the contractor's QC sub-contractor and Rubino for compliance with the project specifications.

6. Closeout

- Develop and ensure completion of "Punch List;"
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit job box and all project-related electronic correspondence to the Village of Algonquin Public Works

**IV. STAFF-HOURS & FEE SUMMARY**

**A. Phase III Engineering**

Task A.1 Preconstruction Services				
Engineer IV	24 hrs x \$155/hr	=		\$3,720
Task A.2 Shop Drawing Review				
Engineer IV	10 hrs x \$155/hr	=		\$1,550
Task A. 3 Construction Observation				
Engineer IV	200 hrs x \$155/hr	=		\$31,000
Task A.4 Construction Documentation				
Engineer IV	24 hrs x \$155/hr	=		\$3,720
Task A. 5 Material QA				
Rubino Engineering		=		\$4,500
Task A.6 Project Closeout				
Engineer IV	40 hrs x \$155/hr	=		<u>\$6,200</u>
Vehicle Usage	\$65 per day - 25 days	=		<u>\$1,625</u>
		<b>Total</b>		<b>\$52,315</b>

VILLAGE OF ALGONQUIN

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

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

Date: 9/26/2023 \_\_\_\_\_

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023



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 H Linden & Sons Sewer and Water for the Highland Avenue Water Main Improvements Project, in the Amount of \$402,933.00, 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

The Gem of the Fox River Valley

## CONTRACT

### HIGHLAND AVENUE WATER MAIN IMPROVEMENTS

## SIGNATURE FORM

This AGREEMENT is made and entered into this 17<sup>th</sup> day of October, 2023, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and H. Linden & Sons Sewer & Water, Inc., 722 E. South Street, Unit D, Plano IL 60545 (CONTRACTOR).

#### WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated September 6th, 2023 for Highland Avenue Water Main Improvements project under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and BID fully describe the terms and conditions upon which the CONTRACTOR offers to perform and furnish all labor, materials, insurance, bonds, and equipment, to complete the work specified:

NOW, THEREFORE, IT IS AGREED:

1. VILLAGE hereby accepts the BID of the CONTRACTOR for the work in the sum of \$402,933.00 (FOUR HUNDRED TWO THOUSAND, NINE HUNDRED THIRTY-THREE AND ZERO CENTS)
2. CONTRACTOR agrees to substantially complete the work within/by **March 1st, 2024** and meet the final project completion date of **April 15<sup>th</sup>, 2024** after receipt of the Notice to Proceed.
3. This Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:
  - a. Highland Avenue Water Main Improvements Project plans prepared by the VILLAGE, prepared by Christopher B. Burke Engineering, Ltd., dated September 6, 2023.
  - b. The State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022, the Supplemental Specifications and applicable Special Provisions effective on the date of the BID and the Standard Specifications for Sewer and Watermain Construction in Illinois, June 2014 as well as the Village of Algonquin Standard Specifications & Details Guide for Public Improvements, June 25, 2022, except as modified by these documents
  - c. All Bidding Documents
4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.

Continued on next page.



# Village of Algonquin

The Gem of the Fox River Valley

## CONTRACT

In Witness Whereof, the following parties have signed this Contract effective on the date first written above.

VILLAGE OF ALGONQUIN:

CONTRACTOR:

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Fred Martin, Village Clerk

By: \_\_\_\_\_  
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin  
The Gem of the Fox River Valley

**CONTRACT**

**HIGHLAND AVENUE WATER MAIN IMPROVEMENTS**

**INSURANCE CERTIFICATE**

ATTACH CERTIFICATE(S)  
&  
ANY REQUIRED ENDORSEMENT(S)



# Village of Algonquin

The Gem of the Fox River Valley

## CONTRACT

**Highland Avenue Water Main Improvements**

**BOND No.**

---

## **PAYMENT & PERFORMANCE BOND**

Know all men and women by these presents that  
H. Linden & Sons Sewer & Water, Inc.  
722 E. South Street, Unit D  
Plano, IL 60545

as Principal, hereinafter called the CONTRACTOR, and  
Swiss Re Corporate Solutions America Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105

as Surety, hereinafter called the SURETY, are held and firmly bound unto the  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

as Obligee, hereinafter called the VILLAGE, in the amount of  
FOUR HUNDRED TWO THOUSAND, NINE HUNDRED THIRTY THREE AND ZERO CENTS  
(\$402,933.00) that represents 100% of the Contract Price for the payment whereof CONTRACTOR &  
SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

Whereas, the CONTRACTOR has by written agreement dated (October 17th, 2023) entered into a contract with  
the VILLAGE for the project known as for Highland Avenue Water Main Improvements project in accordance  
with drawings, and specifications prepared by the VILLAGE, which Contract is by reference made a part  
hereof, and is hereinafter referred to as the CONTRACT.

Now, therefore, the conditions of this obligation are such that if the CONTRACTOR shall promptly and  
faithfully perform said CONTRACT, then the obligation of this bond shall be null and void; otherwise, it shall  
remain in full force and effect.

- A. The SURETY hereby waives notice of any alteration of extension of time made by the VILLAGE
- B. Whenever CONTRACTOR shall be and is declared by the VILLAGE to be in default under the  
CONTRACT, the VILLAGE having performed VILLAGE's obligations there under, the SURETY may  
promptly remedy the default, or shall promptly:





# Village of Algonquin

The Gem of the Fox River Valley

## CONTRACT

1. Complete the CONTRACT in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to VILLAGE for completing the CONTRACT in accordance with its terms and conditions, and upon determination by VILLAGE and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and VILLAGE, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or CONTRACTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT price. The term "balance of the CONTRACT price", as used in this paragraph shall mean the total amount payable by VILLAGE to CONTRACTOR. It is the intention of this undertaking that the total cost and expenditure by VILLAGE shall not exceed the CONTRACT price.

C. No right of action shall accrue to or for the use of any person or corporation other than the VILLAGE named herein or the heirs, executors, administrators or successors of the VILLAGE

It is a further condition of this obligation that the CONTRACTOR and SURETY shall pay to all person, firms, or corporations having contracts directly with the CONTRACTOR or with subcontractors, all just claims due them for labor performed or materials furnished in the performance of the CONTRACT on account of which this bond is given

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_2023\_\_, A.D.

In the Presence of:

\_\_\_\_\_  
Witness (Print)

\_\_\_\_\_  
Principal (Signature)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety (Signature)

\_\_\_\_\_  
Surety (Print)

\_\_\_\_\_  
Title



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 Christopher Burke Engineering for the Highland Avenue Water Main Improvements Construction Oversight, in the Amount of \$49,835.00, attached hereto and hereby made part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

APPROVED:

(seal)

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Debby Sosine, Village President

ATTEST:

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Fred Martin, Village Clerk

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

**I. INCORPORATION OF MASTER AGREEMENT**

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

**II. PROJECT UNDERSTANDING**

**A. General Understanding/Assumptions**

The Village of Algonquin is requesting a proposal for Phase III Engineering. Highland Avenue Water Main Improvements shall consist of installation of a new 8” ductile iron water main through Presidential Park in the Village of Algonquin, IL. The project will include bike path removal, tree removal, combination curb and gutter removal, sidewalk removal, and fence removal. Proposed improvements include construction of a new multi-use path, sidewalk, combination curb and gutter, class D patches, water main, fire hydrants, and buffalo boxes.

It is our understanding that the project will be let on September 28, 2023, and construction is expected to take place between early November 2023 and March 1, 2024.

**III. SCOPE OF SERVICES**

**A. Phase III Engineering**

1. Preconstruction Services

- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
- Review the construction schedule submitted by the contractor for compliance with the contract.
- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
- Review the Inspector’s Checklists for contract line items.
- Provide information to the Village so you can update your website with construction updates.

## 2. Shop Drawing Review

- Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
- Shop Drawings and Contractor Submittals:
  - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
  - Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
  - Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

## 3. Construction Observation

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
- Full-Time Construction Observation of 40 hours per week for a 5-week duration of all Contract Work to ensure improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the Contract Documents.
- Answering of questions and resolving issues and concerns from impacted property owners;
- Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls fourteen (14) calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Conduct Weekly Progress Meetings as necessary;
- Provide Weekly Progress Updates to Village Staff;
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- Acts as Village Liaison for all project-related coordination with (sub) contractors and communication with residents/businesses.

4. Construction Documentation

- CBBEL follows all VILLAGE guidelines and procedures for Construction Engineering.
- Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records;
- Contract Administration/Documentation;
- Quantity Measurement;
- Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
- Develop and Process Change Orders as necessary including Final Balancing Change Order;
- Respond to any Requests for Information from the Contractor.

5. Materials QA

- Performance of Quality Assurance Material Testing in conformance with Village requirements for QC/QA Material Testing;
- CBBEL will utilize Rubino Engineering, Inc. (Rubino) for soil and aggregate density, Portland Cement Concrete (PCC) and Hot-Mix Asphalt (HMA) material testing portions of this contract. Rubino will provide Quality Assurance (QA) testing as outlined by IDOT's Bureau of Material and Physical Research, and further described in the Construction Manual.
- The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the contractor's QC sub-contractor and Rubino for compliance with the project specifications.

6. Closeout

- Develop and ensure completion of "Punch List";
- Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).
- Prepare final pay estimate and change order for the Village's approval.
- Verify all necessary material inspection has been received and documented.
- Submit job box and all project-related electronic correspondence to the Village of Algonquin Public Works

**IV. STAFF-HOURS & FEE SUMMARY**

**A. Phase III Engineering**

Task A.1 Preconstruction Services				
Engineer IV	24 hrs x \$155/hr	=		\$3,720
Task A.2 Shop Drawing Review				
Engineer IV	10 hrs x \$155/hr	=		\$1,550
Task A. 3 Construction Observation				
Engineer IV	200 hrs x \$155/hr	=		\$31,000
Task A.4 Construction Documentation				
Engineer IV	24 hrs x \$155/hr	=		\$3,720
Task A. 5 Material QA				
Rubino Engineering		=		\$4,500
Task A.6 Project Closeout				
Engineer IV	24 hrs x \$155/hr	=		<u>\$3,720</u>
Vehicle Usage	\$65 per day - 25 days	=		<u>\$1,625</u>
		<b>Total</b>		<b>\$49,835</b>


VILLAGE OF ALGONQUIN

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

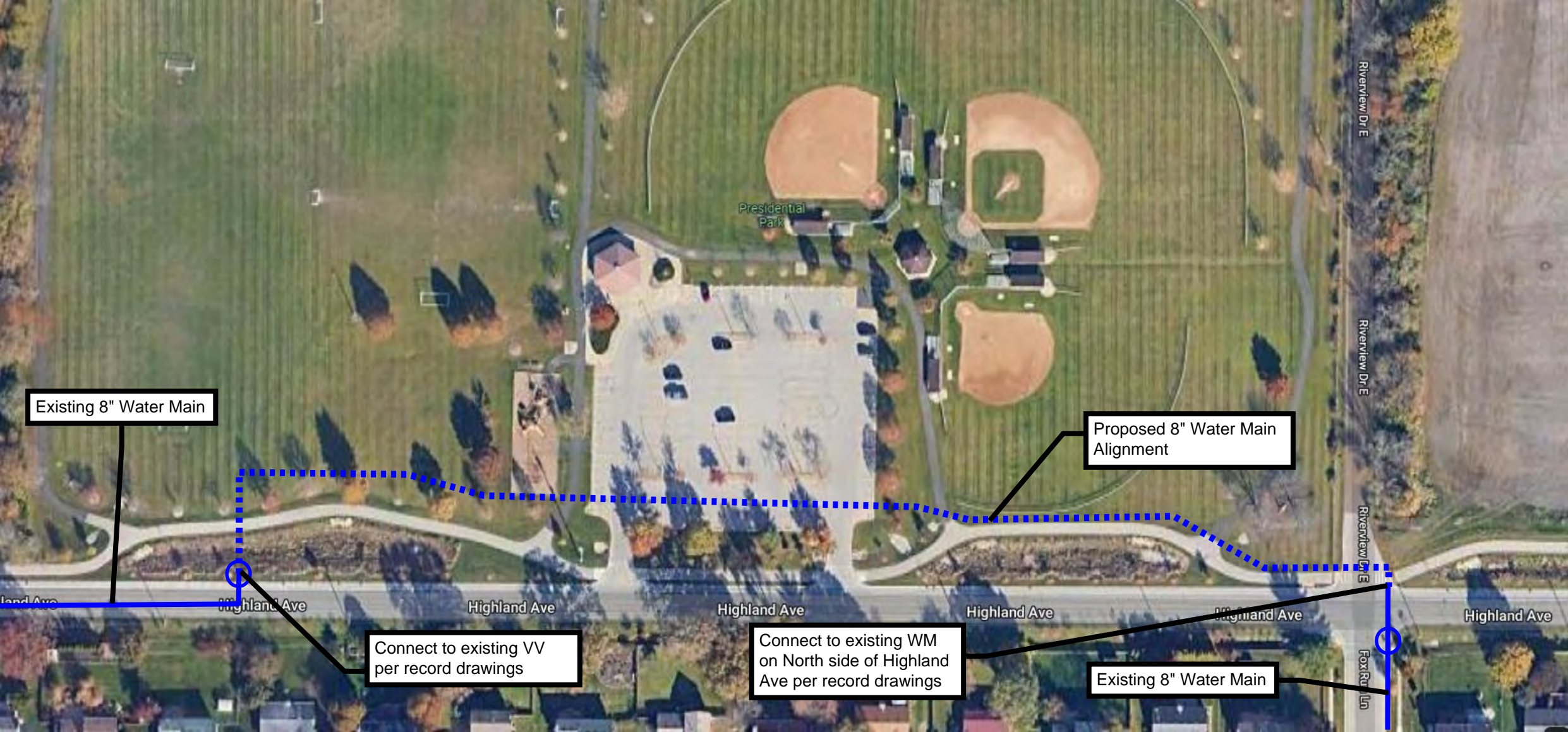
Title: President

Date: 9/26/2023

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023



Existing 8" Water Main

Proposed 8" Water Main Alignment

Connect to existing VV per record drawings

Connect to existing WM on North side of Highland Ave per record drawings

Existing 8" Water Main

Presidential Park

Riverview Dr E

Riverview Dr E

Riverview Dr E

Fox Run Ln

Highland Ave

Highland Ave

Highland Ave

Highland Ave

Highland Ave

Highland Ave

Highland Ave





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 Burke LLC for the Downtown Dry Utility Relocation Project - Design Build Services, in the Amount of \$1,841,782.00, attached hereto and hereby made part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

APPROVED:

(seal)

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Debby Sosine, Village President

ATTEST:

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Fred Martin, Village Clerk



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

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

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

PROJECT: Old Town Phase II DURP

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

GUARANTEED MAXIMUM  
PRICE: \$1,841,782

SUBSTANTIAL COMPLETION DATE: 4/30/2024

## ARTICLE 1 - RELATIONSHIP OF THE PARTIES

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

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

## ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

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

.2 This Contract;

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

.4 The plans prepared by Christopher B Burke Engineering, Ltd dated 9/4/2023.

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

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

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

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

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

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

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

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

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

### **ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES**

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

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

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

3.4 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

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

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

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

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

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

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

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure

will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

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

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

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

3.11 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of

utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

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

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

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

3.15 Employment of Illinois Workers During Periods of Excessive Unemployment.

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

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

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

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

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



subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

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

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

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

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

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

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

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

3.21 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient

quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

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

#### **ARTICLE 4 - SUBCONTRACTS**

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.

- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.

.1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

.2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.

- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.

- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind

every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.

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

## **ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES**

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

## **ARTICLE 6 - OWNER'S RESPONSIBILITIES**

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
  - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
  - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
  - .4 any other information or services stated in the Contract Documents as being provided by the Owner.

- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission, or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

## **ARTICLE 7 - CONTRACT TIME**

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the October 27, 2023. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the mutually agreed upon by the parties at a later date and may be further adjusted in accordance with the provisions of this Contract.
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, a delay in the Stage 3 Wet Utility work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather

conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

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

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

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

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

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

## ARTICLE 8 - PAYMENT

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

1. The Guaranteed Maximum Price is based on the following scope of work as depicted in the prefinal plans produced by Christopher B. Burke Engineering, Ltd dated 9/4/2023.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
  - .1 The site will drain entirely by gravity. No provisions for lift stations are included.
  - .2 Hazardous materials are not present at the site.
  - .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control.
  - .4 To the extent that the Drawings are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order or paid as Owner's Allowance.

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

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

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

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

.3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for

Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

8.4 Progress Payment Documentation and Withholding of Payments due to Subcontractor Notice Received. The Construction Manager shall supply and



each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

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

Construction Manager agrees that all payments made by the OWNER shall be applied to the payment or reimbursement of the costs with respect to which they were paid, and not to any pre-existing or unrelated debt between Construction Manager and OWNER or between the Construction Manager and any subcontractors or suppliers.

- 8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)
- 8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.
- 8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.
- .1 The amount of the final payment shall be calculated as follows:
- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
- .2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.
- .2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.
- .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated

and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

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

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

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

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

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

.4 Costs of other materials and equipment, temporary facilities and related items.

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

Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

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

- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
  - .5 The Construction Manager's Fee.
  - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
  - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

8.10.1 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:

- .1 Defective work not remedied;
- .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
- .3 Failure to make payments to subcontractors for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;

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

## **ARTICLE 9 - CHANGES**

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

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

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

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

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

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

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

**ARTICLE 10 - INSURANCE AND BONDING**

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

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

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

**Commercial General Liability Insurance**

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



Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

**Comprehensive Automobile Liability Insurance**

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

**Worker's Compensation & Employer's Liability**

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

**Commercial Umbrella/Excess Liability**

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

**Professional Liability**

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

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

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

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

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

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

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

## **ARTICLE 11 - TERMINATION**

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

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

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

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

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

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

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

## ARTICLE 12 - DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

### **ARTICLE 13 – LIQUIDATED DAMAGES**

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

### **ARTICLE 14 - MISCELLANEOUS**

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

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

Owner:

Village of Algonquin  
2200 Harnish Dr  
Algonquin, IL 60102

Contractor:

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

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

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

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

Principal

Date: 10/4/2023

Attest: \_\_\_\_\_

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

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

Principal



Date: 10/4/2023

Guarantee

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

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

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

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

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





**Old Town  
Phase II DURP  
Improvements  
Algonquin, Illinois**  
Exhibit A - Summary Schedule of Values



Item	Contract Value		
<b>Dry Utility Undergrounding Improvements</b>	<b>\$</b>	<b>1,377,708</b>	<b>75%</b>
ComEd Infrastructure	\$	649,950	
Electric Service Infrastructure	\$	399,420	
AT&T Infrastructure	\$	88,000	
Comcast Infrastructure	\$	81,840	
Construction Management	\$	97,537	
General Conditions (Insurance OH and Profit)	\$	60,961	
<b>Electrical Streetscape Improvements</b>	<b>\$</b>	<b>280,308</b>	<b>15%</b>
Future Lighting Infrastructure	\$	248,060	
Construction Management	\$	19,845	
General Conditions (Insurance OH and Profit)	\$	12,403	
<b>Civil Removals and Temporary Restoration</b>	<b>\$</b>	<b>168,766</b>	<b>9%</b>
Construction	\$	149,350	
Construction Management	\$	11,948	
General Conditions (Insurance OH and Profit)	\$	7,468	
<b>Project Coordination and Communication Plan</b>	<b>\$</b>	<b>15,000</b>	<b>1%</b>
Metrostrategies	\$	15,000	

<b>Contract Price \$</b>	<b>1,841,782</b>
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# Village of Algonquin

The Gem of the Fox River Valley

October 12, 2023

Village President and Board of Trustees:

The List of Bills dated 10/17/23 and payroll expenses totaling \$3,036,832.55 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.

Amdur Productions	\$ 17,129.00	Art on Fox Stages/Restrooms/Generator
Amalgamated Bank	509,484.49	IEPA Loan Repayment - WWTP Ph6b
Amalgamated Bank	86,021.33	IEPA Loan Repayment - Downtown Utilities Stage 2
Arrow Road Construct	273,141.33	Tunbridge Street Improvements
Articulate	4,197.00	Licenses
Baxter & Woodman	9,056.70	Dixie Creek Reach 3
Bonnell Industries	277,993.90	2023 Ford F-550 (2)
Door Systems Inc	13,325.46	Pw Door Maintenance & Repair
H R Green Inc	54,491.99	Schuett & Souwanas Street Improvements
H R Green Inc	28,063.75	Woods Creek Reach 6-7
Hitchcock Design	80,161.58	Presidential Park Final Design
Hitchcock Design	48,822.85	Towne Park Final Design
Hoerr Construction	103,950.00	Storm Sewer Cleaning (Mft)
McHenry County Risk Management Agency	460,115.00	2023-2024 Pool Year - 2nd Installment
Pecover Decorating	47,130.00	Pool Painting
Sikich LLP	22,000.00	April 30, 2023 Audit


2023 - 2024

Please note:

The 10/15/23 payroll expenses totaled \$563,171.67.

October 2023 insurance premiums to IPBC totaled \$208,344.08.

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 is available upon request.



Michael Kumbera  
Deputy Village Manager / CFO

MK/al

# Village of Algonquin

## List of Bills 10/17/2023

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
A MOON JUMP 4U INC					
HAUNTED MANSION 10/21/2023	413.87	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	18562423 FINAL	10240240
<b>Vendor Total: \$413.87</b>					
ADAMS STEEL SERVICE INC					
STEEL PLATES	237.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	385087	29240079
<b>Vendor Total: \$237.00</b>					
ALGONQUIN AUTO CLINIC & TIRE INC					
UNIT 10 ALIGN FRONT END	153.47	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	61520	29240097
<b>Vendor Total: \$153.47</b>					
ALLIED ASPHALT PAVING CO					
23-00000-00-GM ASPHALT	538.01	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	248983	40240197
23-00000-00-GM ASPHALT	1,289.75	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	249145	40240200
<b>Vendor Total: \$1,827.76</b>					
AMALGAMATED BANK OF CHICAGO					
IEPA L17-5553 PRINCIPAL	63,005.71	W & S BOND & INTEREST-EXPENSE IEPA LOAN PRINCIPAL EXPENSE	07080400-46700-W1750	L17-5553 2023	
IEPA L17-5553 INTEREST	23,015.62	W & S BOND & INTEREST-EXPENSE IEPA LOAN INTEREST EXPENSE	07080400-46701-W1750	L17-5553 2023	
IEPA L17-5550 PRINCIPAL	349,075.01	W & S BOND & INTEREST-EXPENSE IEPA LOAN PRINCIPAL EXPENSE	07080400-46700-W1840	L17-5550 2023	
IEPA L17-5550 INTEREST	160,409.48	W & S BOND & INTEREST-EXPENSE IEPA LOAN INTEREST EXPENSE	07080400-46701-W1840	L17-5550 2023	
<b>Vendor Total: \$595,505.82</b>					
AMANDA LICHTENBERGER					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
IGFOA CONFERENCE-MILEAGE/MEALS	242.71	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	IGFOA CONFERENCE 23	10240264
<b>Vendor Total: \$242.71</b>					
AMERICAN SOLUTIONS FOR BUSINESS					
BUSINESS CARDS FOR HINTZSCHE	38.74	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	INV06983305	30240018
<b>Vendor Total: \$38.74</b>					
AMIT PATEL					
UB 1061874 9 SUNSET	43.88	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	126943	
<b>Vendor Total: \$43.88</b>					
AQUA BACKFLOW INC					
CROSS CONNECTION CONTROL-SEPTE	776.10	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2023-0266	70240003
<b>Vendor Total: \$776.10</b>					
ARJAV & ANAY ALG CORP					
KEYBOARD REPAIR RETURN	13.37	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	161	10240275
KEYBOARD REPAIR RETURN	1.67	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	161	10240275
KEYBOARD REPAIR RETURN	1.67	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	161	10240275
WWTP PHONE SYSTEM RMA SHIPPING	50.66	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	299	10240261
WWTP PHONE SYSTEM RMA SHIPPING	6.33	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	299	10240261
WWTP PHONE SYSTEM RMA SHIPPING	6.33	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	299	10240261
<b>Vendor Total: \$80.03</b>					
ARROW ROAD CONSTRUCTION					
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ASPHALT	715.08	MATERIALS	07700400-43309-	37879	70240264
TUNBRIDGE STREET IMPROVEMENTS	273,141.33	MFT - EXPENSE PUBLIC WORKS CAPITAL IMPROVEMENTS	03900300-45593-M2401	72423*5	40240206
<b>Vendor Total: \$273,856.41</b>					
BAXTER & WOODMAN NATURAL RESOURCES, L					
MEADOWS WETLAND REVIEW	320.00	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-	0250854	40240204
PRESIDENTIAL PARK RECONSTRUCTION	320.00	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICE	06900300-42232-P2311	0250854	40240204
RATT CREEK REACH 5 RESTORATION	560.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1743	0250854	40240204
DIXIE CREEK REACH 3	9,056.70	NAT & DRAINAGE - EXPENSE PW CAPITAL IMPROVEMENTS	26900300-45593-N2204	0250365	40240203
<b>Vendor Total: \$10,256.70</b>					
BEAR AUTO GROUP					
SEAL	57.84	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	41129	29240029
KIT	188.13	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	41124	29240029
PUMP ASSEMBLY/SEALANT/GASKETS	204.47	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	41125	29240029
ALTERNATOR	604.09	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	41168	29240029
<b>Vendor Total: \$1,054.53</b>					
BOND DICKSON & CONWAY					
MUNICIPAL COURT CONSULTANT-SEPTE	225.00	GS ADMIN - EXPENSE GEN GOV MUNICIPAL COURT	01100100-42305-	18845	10240041
<b>Vendor Total: \$225.00</b>					
BONNELL INDUSTRIES INC		GENERAL SERVICES PW - EXPENSE			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2023 FORD F-550 UNIT #519	138,996.95	CAPITAL PURCHASE	01500300-45590-	0211638-IN	10240277
2023 FORD F-550 UNIT #835	69,498.47	SEWER OPER - EXPENSE W&S BUSI CAPITAL PURCHASE	07800400-45590-	0211636-IN	10240278
2023 FORD F-550 UNIT #835	69,498.48	WATER OPER - EXPENSE W&S BUSI CAPITAL PURCHASE	07700400-45590-	0211636-IN	10240278
<b>Vendor Total: \$277,993.90</b>					
BRADY WORLDWIDE INC					
LINK 360 RENEWAL 12/1/23 - 12/1/24	725.00	BLDG MAINT- REVENUE & EXPENSES IT EQUIPMENT & SUPPLIES	28900000-43333-	9354312167	10240269
LINK 360 RENEWAL 12/1/23 - 12/1/24	725.00	GENERAL SERVICES PW - EXPENSE IT EQUIPMENT & SUPPLIES	01500300-43333-	9354312167	10240269
LINK 360 RENEWAL 12/1/23 - 12/1/24	725.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	9354312167	10240269
LINK 360 RENEWAL 12/1/23 - 12/1/24	725.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	9354312167	10240269
<b>Vendor Total: \$2,900.00</b>					
BRAY SALES - MIDWEST					
WTP #3	279.25	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	220/40043648	70240265
<b>Vendor Total: \$279.25</b>					
CHICAGO PARTS & SOUND LLC					
BATTERY CORE REFUND	-11.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1CR0067543	29240026
BATTERY	132.85	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1-0386988	29240026
<b>Vendor Total: \$121.85</b>					
CHRISTINE SEEBAUER					
NISRA/P SEEBAUER/SUMMER CLASSES	281.42	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	2023 SUMMER CLASSES	
		RECREATION - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
NISRA/R SEEBAUER/SUMMER CLASSES	300.42	PROFESSIONAL SERVICES	01101100-42234-	2023 SUMMER CLASSES	
<b>Vendor Total: \$581.84</b>					
CHRISTOPHER B BURKE ENG LTD					
BRIDGE INSPECTIONS	3,495.00	GENERAL SERVICES PW - EXPENSE ENGINEERING/DESIGN SERVICE	01500300-42232-	185950	50240075
<b>Vendor Total: \$3,495.00</b>					
CLARK BAIRD SMITH LLP					
LEGAL ISSUES - CHAPTER 78 - SEPTEME	922.50	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	17440	10240279
<b>Vendor Total: \$922.50</b>					
CLIMATE SERVICE INC					
HVAC MECHANICAL REPAIRS-GMC	445.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	66416	28240008
HVAC MECHANICAL REPAIRS-GMC	1,196.78	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	66413	28240008
<b>Vendor Total: \$1,641.78</b>					
COMCAST CABLE COMMUNICATION					
10/1/23 - 10/31/23 STATEMENT	116.12	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	183892362	10240273
10/1/23 - 10/31/23 STATEMENT	482.13	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	183892362	10240273
10/1/23 - 10/31/23 STATEMENT	428.31	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	183892362	10240273
10/1/23 - 10/31/23 STATEMENT	544.38	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	183892362	10240273
10/1/23 - 10/31/23 STATEMENT	918.31	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	183892362	10240273
10/1/23 - 10/31/23 STATEMENT	142.91	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	183892362	10240273
		SEWER OPER - EXPENSE W&S BUSI			



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
10/1/23 - 10/31/23 STATEMENT	696.24	TELEPHONE	07800400-42210-	183892362	10240273
10/1/23 - 10/31/23 STATEMENT	125.09	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	183892362	10240273
10/1/23 - 10/31/23 STATEMENT	222.99	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	183892362	10240273
9/28/23 - 10/27/23 WTP #2	159.90	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0435820	10240022
<b>Vendor Total: \$3,836.38</b>					
COMMONWEALTH EDISON					
9/5/23 - 10/4/23 WELL #13	1,466.74	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5151039132	70240008
<b>Vendor Total: \$1,466.74</b>					
CORE & MAIN LP					
METERS	105.09	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	T613999	70240267
METERS	105.08	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	T613999	70240267
HYDRANT GREASE	391.92	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	T587075	70240273
METERS	654.64	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	T629586	70240266
METERS	654.64	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	T629586	70240266
<b>Vendor Total: \$1,911.37</b>					
CRYSTAL VALLEY BATTERIES INC					
BATTERY	460.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701053798	29240038
<b>Vendor Total: \$460.00</b>					
DONALD PEKAREK		WATER & SEWER BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UB 1052145 341 GOLF	9.00	AR - WATER BILLING	07-12110-	126944	
<b>Vendor Total: \$9.00</b>					
eGOV STRATEGIES					
EMAILS PROCESSED AUGUST 2023	83.37	GS ADMIN - EXPENSE GEN GOV VILLAGE COMMUNICATIONS	01100100-42245-	INV-21574	10240272
<b>Vendor Total: \$83.37</b>					
ENTERPRISE FM TRUST					
PRINCIPAL	1,435.37	BLDG MAINT- REVENUE & EXPENSES LEASES - NON CAPITAL	28900000-42272-	FBN4855136	
PRINCIPAL	2,069.32	CDD - EXPENSE GEN GOV LEASES - NON CAPITAL	01300100-42272-	FBN4855136	
PRINCIPAL	517.33	GENERAL SERVICES PW - EXPENSE LEASES - NON CAPITAL	01500300-42272-	FBN4855136	
PRINCIPAL	770.71	GS ADMIN - EXPENSE GEN GOV LEASES - NON CAPITAL	01100100-42272-	FBN4855136	
PRINCIPAL	1,026.97	POLICE - EXPENSE PUB SAFETY LEASES - NON CAPITAL	01200200-42272-	FBN4855136	
PRINCIPAL	253.38	PWA - EXPENSE PUB WORKS LEASES - NON CAPITAL	01400300-42272-	FBN4855136	
PRINCIPAL	1,402.65	SEWER OPER - EXPENSE W&S BUSI LEASES - NON CAPITAL	07800400-42272-	FBN4855136	
PRINCIPAL	258.66	VEHCL MAINT-REVENUE & EXPENSES LEASES - NON CAPITAL	29900000-42272-	FBN4855136	
PRINCIPAL	2,784.69	WATER OPER - EXPENSE W&S BUSI LEASES - NON CAPITAL	07700400-42272-	FBN4855136	
INTEREST	324.49	BLDG MAINT- REVENUE & EXPENSES INTEREST EXPENSE	28900000-47790-	FBN4855136	
		CDD - INTEREST EXPENSE			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
INTEREST	857.28	INTEREST EXPENSE	01300600-47790-	FBN4855136	
INTEREST	214.32	GENERAL SERVICES PW - INTEREST INTEREST EXPENSE	01500600-47790-	FBN4855136	
INTEREST	235.26	INTEREST EXPENSE - GEN GOV INTEREST EXPENSE	01100600-47790-	FBN4855136	
INTEREST	440.43	POLICE - INTEREST EXPENSE INTEREST EXPENSE	01200600-47790-	FBN4855136	
INTEREST	20.94	PUBLIC WORKS ADMIN - INT EXP INTEREST EXPENSE	01400600-47790-	FBN4855136	
INTEREST	351.16	SEWER OPER - INTEREST EXPENSE INTEREST EXPENSE	07800600-47790-	FBN4855136	
INTEREST	107.16	VEHCL MAINT-REVENUE & EXPENSES INTEREST EXPENSE	29900000-47790-	FBN4855136	
INTEREST	721.49	WATER OPER - INTEREST EXPENSE INTEREST EXPENSE	07700600-47790-	FBN4855136	
INITIAL OTHER CHARGES	-50.00	BLDG MAINT- REVENUE & EXPENSES PROFESSIONAL SERVICES	28900000-42234-	FBN4855136	
INITIAL OTHER CHARGES	-300.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	FBN4855136	
INITIAL OTHER CHARGES	-200.00	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	FBN4855136	
INITIAL OTHER CHARGES	-100.00	PWA - EXPENSE PUB WORKS PROFESSIONAL SERVICES	01400300-42234-	FBN4855136	
INITIAL OTHER CHARGES	-150.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	FBN4855136	
INITIAL OTHER CHARGES	-50.00	VEHCL MAINT-REVENUE & EXPENSES PROFESSIONAL SERVICES	29900000-42234-	FBN4855136	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
INITIAL OTHER CHARGES	-150.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	FBN4855136	
<b>Vendor Total: \$12,791.61</b>					
FISHER AUTO PARTS INC					
OIL FILTER	5.54	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-662152	29240022
CARBURETOR CLEANER	21.84	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-662661	29240022
STARTING FLUID	26.24	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-662662	29240022
OIL & GREASE	28.68	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-661979	29240022
OIL FILTER	30.11	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-661710	29240022
WINTER WIPER BLADES	37.96	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-662740	29240022
FUEL WATER SEPARATOR FILTER/FUEL	38.53	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-662668	29240022
STARTING FLUID	39.36	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-662211	29240022
BACK UP ALARM	39.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-662203	29240022
OIL FILTER	41.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-661739	29240022
CARBURETOR CLEANER	62.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-662659	29240022
OIL FILTERS	66.36	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-661690	29240022

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
AXLE SHAFT	99.42	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-661825	29240022
STARTER MOTORS	196.30	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-662938	29240022
TAIL LIGHTS	239.96	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-662045	29240022
DISC BRAKE PAD SET & ROTORS	391.16	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-661962	29240022
<b>Vendor Total: \$1,365.73</b>					
GOVTEMPSUSA LLC					
9/18/23 - 10/01/23 BLANCHARD	1,932.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	4266108	30240010
<b>Vendor Total: \$1,932.00</b>					
GRAINGER					
RETURNED RECESSED DOWNLIGHT	-248.52	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9853433465	28240021
RETURNED FAUCET	-194.90	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9853433473	28240021
BATTERIES	13.26	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	9855900529	28240076
BATTERIES	26.52	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	9855900529	28240076
BATTERIES	13.26	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	9855900529	28240076
RESTROOM SIGN	16.11	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9854591790	28240021
HAND WARMERS	72.62	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9853708478	28240021
		BUILDING MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
QUARTZ BULBS	150.72	INVENTORY	28-14220-	9851271347	28240021
CFL BALLASTS	169.86	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9847456903	28240021
LED LIGHTS	312.34	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9857318969	28240021
FAUCETS	370.46	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9852598599	28240021
ELECTRIC STRIKE	644.50	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9847456895	28240021
<b>Vendor Total: \$1,346.23</b>					
GROOT INDUSTRIES INC					
GARBAGE STICKER SALES - SEPTEMBER	796.80	GEN FUND BALANCE SHEET AP - GARBAGE STICKERS	01-20104-	11373292T092	10240040
<b>Vendor Total: \$796.80</b>					
H & H ELECTRIC CO					
23-00000-00-GM STREET LIGHT MAINT	16,918.38	MFT - EXPENSE PUBLIC WORKS MAINT - STREET LIGHTS	03900300-44429-	42069	40240199
<b>Vendor Total: \$16,918.38</b>					
H R GREEN INC					
WOODS CREEK REACH 6-7	28,063.75	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-N2301	166734	40240201
SCHUETT & SOUWANAS STREET IMPRO	27,245.99	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1853	6-167329	40240202
SCHUETT & SOUWANAS STREET IMPRO	27,246.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2323	6-167329	40240202
<b>Vendor Total: \$82,555.74</b>					
HITCHCOCK DESIGN GROUP					
TOWNE PARK FINAL DESIGN	48,822.85	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICE	06900300-42232-P2201	31296	10240276
		PARK IMPR - EXPENSE PUB WORKS			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PRESIDENTIAL PARK FINAL DESIGN	80,161.58	ENGINEERING/DESIGN SERVICE	06900300-42232-P2311	31358	10240284
<b>Vendor Total: \$128,984.43</b>					
HKS SYSTEMS INC					
PD DOOR LOCK REPAIR	345.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	13729	28240078
WWTF DOOR LOCK REPAIR	729.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	13730	28240077
<b>Vendor Total: \$1,074.00</b>					
HOERR CONSTRUCTION INC					
23-00000-00-GM STORM SEWER CLEANI	103,950.00	MFT - EXPENSE PUBLIC WORKS MAINT - STORM SEWER	03900300-44431-	123-512	40240198
<b>Vendor Total: \$103,950.00</b>					
HOLCIM - MAMR INC					
SAND FOR BACKFILL	1,189.39	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	718641230	70240274
<b>Vendor Total: \$1,189.39</b>					
HOME DEPOT					
TOOLS	16.86	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	9013321	28240062
EMPLOYEE PATIO SUPPLIES	17.92	GEN NONDEPT -EXPENSE PUB WORKS MATERIALS	01900300-43309-	8013401	10240237
SINGLE CUT FILE	17.94	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	7901037	28240065
MILWAUKEE 14" STEEL PIPE WRENCH	32.81	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	8901676	28240075
PIPE STRAP/WIRE CONNECTORS	47.04	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	9024589	70240004
CUTTING GUIDE & DRILL BIT SET	49.94	BLDG MAINT- REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	28900000-43320-	9522285	28240069
		BLDG MAINT- REVENUE & EXPENSES			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WIRE STRIPPERS & UTILITY BLADES	52.92	SMALL TOOLS & SUPPLIES	28900000-43320-	9515624	28240070
CABLE TIE TUBE	7.98	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	4523009	70240237
DRILL BITS	12.74	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	1013121	70240237
BRUSH/TIP CLEANER/COVER	22.18	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	8024852	70240237
SUMP PUMP	199.00	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	5622937	70240237
EXTENSION CORD	43.94	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	1014105	50240006
PAINT	55.98	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	9015087	50240006
STUDS	185.64	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	4020016	50240006
COPPER PRESS	2.67	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	7596019	28240019
OUTLET CAP	3.97	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	1611391	28240019
PIPE WRENCH	8.22	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	8901677	28240019
CORNER BRACE	14.54	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	0513615	28240019
P-TRAP	15.78	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9515623	28240019
COPPER UNION	18.73	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	8469054	28240019



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CUTTING BLADE/POST BASE	27.77	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	7622692	28240019
POST BASES/TAPCON	29.14	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9610737	28240019
WATER JUG EXCHANGE	44.91	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	6514951	28240019
POOL CHEMICALS	45.52	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3903030	28240019
MURIATIC ACID	65.88	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9524886	28240019
<b>Vendor Total: \$1,040.02</b>					
HYDRAULIC SERVICES & REPAIRS					
HYDRAULIC RAM	270.47	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	382113	29240096
<b>Vendor Total: \$270.47</b>					
IL ASSOC OF CHIEFS OF POLICE					
2024 DUES RENEWAL - MARKHAM	115.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	13900	20240073
2024 DUES RENEWAL - WALKER	115.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	13938	20240073
<b>Vendor Total: \$230.00</b>					
INTERGOVERNMENTAL PERSONNEL BENEFIT C					
OCTOBER 2023 PAYMENT	-0.22	BLDG MAINT- REVENUE & EXPENSES INSURANCE	28900000-41106-	OCTOBER 2023	
OCTOBER 2023 PAYMENT	-4.05	CDD - EXPENSE GEN GOV INSURANCE	01300100-41106-	OCTOBER 2023	
OCTOBER 2023 PAYMENT	192,404.23	GEN FUND BALANCE SHEET AP - PR HEALTH INS - CLEARING	01-22141-	OCTOBER 2023	
OCTOBER 2023 PAYMENT	10,855.49	AP - PR DENTAL INS - CLEARING	01-22142-	OCTOBER 2023	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
OCTOBER 2023 PAYMENT	5,108.21	AP - PR LIFE INS - CLEARING	01-22143-	OCTOBER 2023	
OCTOBER 2023 PAYMENT	-0.45	GS ADMIN - EXPENSE GEN GOV INSURANCE	01100100-41106-	OCTOBER 2023	
OCTOBER 2023 PAYMENT	-19.35	POLICE - EXPENSE PUB SAFETY INSURANCE	01200200-41106-	OCTOBER 2023	
OCTOBER 2023 PAYMENT	0.45	PWA - EXPENSE PUB WORKS INSURANCE	01400300-41106-	OCTOBER 2023	
OCTOBER 2023 PAYMENT	-0.45	RECREATION - EXPENSE GEN GOV INSURANCE	01101100-41106-	OCTOBER 2023	
OCTOBER 2023 PAYMENT	-1.13	SEWER OPER - EXPENSE W&S BUSI INSURANCE	07800400-41106-	OCTOBER 2023	
OCTOBER 2023 PAYMENT	-0.23	VEHCL MAINT-REVENUE & EXPENSES INSURANCE	29900000-41106-	OCTOBER 2023	
OCTOBER 2023 PAYMENT	1.58	WATER OPER - EXPENSE W&S BUSI INSURANCE	07700400-41106-	OCTOBER 2023	
<b>Vendor Total: \$208,344.08</b>					
ISAWWA					
TRAINING - HARMENING	184.00	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	200082839	70240278
OPERATOR TRAINING - WATER DEPT	320.00	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	200083777	70240271
<b>Vendor Total: \$504.00</b>					
JAMES COULSON					
UB 2010070 1444 SEMINOLE	20.00	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	126945	
<b>Vendor Total: \$20.00</b>					
JOHN PALMER					
JACKET/PANTS	252.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	SEPTEMBER PURCHASES	20240074

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$252.95</b>					
JOSE PELAYO					
TRAINING FUEL REIMBURSEMENT	225.33	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	DARE TRAINING	20240076
<b>Vendor Total: \$225.33</b>					
JOSEPH D FOREMAN & CO					
BRASS FOR REPAIR	456.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	333444	70240277
<b>Vendor Total: \$456.00</b>					
JPMORGAN CHASE BANK NA					
BADRAN/HILTON/APWA CONFERENCE	1,407.92	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	09/30/2023	
BADRAN/UBER/AIRPORT RIDE	41.95	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	09/30/2023	
BAJOR/DAVES BAIT/USED CARD BY MIS	26.74	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	09/30/2023	
CROOK/AMAZON/CABLES	47.76	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
CROOK/AMAZON/CABLES	5.97	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
CROOK/AMAZON/CABLES	5.97	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
CROOK/AMAZON/SCREWDRIVER SET	70.94	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
CROOK/AMAZON/SCREWDRIVER SET	8.87	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
CROOK/AMAZON/SCREWDRIVER SET	8.87	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
		GEN NONDEPT - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CROOK/ARTICULATE/LICENSES	3,357.60	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
CROOK/ARTICULATE/LICENSES	419.70	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
CROOK/ARTICULATE/LICENSES	419.70	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
CROOK/AMAZON/HEADPHONES	44.88	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
CROOK/AMAZON/HEADPHONES	5.61	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
CROOK/AMAZON/HEADPHONES	5.61	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
CROOK/SOUNDTRACK/POOL MUSIC	54.00	SWIMMING POOL -EXPENSE GEN GOV PROFESSIONAL SERVICES	05900100-42234-	09/30/2023	
CROOK/ZOOM/MONTHLY FEE	264.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
CROOK/ZOOM/MONTHLY FEE	33.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
CROOK/ZOOM/MONTHLY FEE	33.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
CROOK/MOBATEK.NET/MOBAXTERM PR	44.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
CROOK/MOBATEK.NET/MOBAXTERM PR	5.50	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
CROOK/MOBATEK.NET/MOBAXTERM PR	5.50	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
CROOK/OPEN AI/CHAT MODEL	16.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CROOK/OPEN AI/CHAT MODEL	2.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
CROOK/OPEN AI/CHAT MODEL	2.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
CROOK/OPEN AI/CHAT MODELS	0.63	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
CROOK/EBAY/ALGONQUIN.ORG REGISTI	1.59	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
CROOK/EBAY/ALGONQUIN.ORG REGISTI	0.20	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
CROOK/EBAY/ALGONQUIN.ORG REGISTI	0.20	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
GANEK/IDFPR/ENGINEERING LICENSE	61.35	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	09/30/2023	
GOAD/EVENTBRITE/DEICING SHOP	50.00	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	09/30/2023	
GOCK/DOLLAR TREE/BALLOONS	46.25	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	09/30/2023	
GOCK/4IMPRINT/LEADERSHIP JACKETS	551.25	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	09/30/2023	
GOCK/WALMART/FRAUD REFUND	-115.58	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	09/30/2023	
GRIGGEL/SUPPLY HOUSE/ACTUATOR	1,232.16	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	
GRIGGEL/AMAZON/BACKRACK	226.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	09/30/2023	
		BUILDING MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRIGGEL/AMAZON/TRASH CAN	59.00	INVENTORY	28-14220-	09/30/2023	
GRIGGEL/AMAZON/CHAIN SAW FILE	15.46	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	09/30/2023	
GRIGGEL/AMAZON/WADERS WITH BOOT	108.98	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	09/30/2023	
GRIGGEL/SHERRILLTREE/SCABBARD	504.99	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	09/30/2023	
GRIGGEL/UNIVERSAL HOSE/LEAF VACU	129.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	09/30/2023	
GRIGGEL/AMAZON/WATER FILTERS	197.58	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	
GRIGGEL/RADWELL/THERMOSTAT	428.17	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	
GRIGGEL/AMAZON/OIL TUBE	20.45	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	
GRIGGEL/RADWELL/SALES TAX REFUND	-31.72	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	
GRIGGEL/AMAZON/WINDOW SWITCH	44.28	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	09/30/2023	
GRIGGEL/AMAZON/FIRST AID KITS	123.71	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	09/30/2023	
GRIGGEL/AMAZON/FIRST AID KITS	123.71	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	09/30/2023	
GRIGGEL/AMAZON/STEEL HANDLES	76.12	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	
GRIGGEL/SUPPLY HOUSE/WIRE HARNESS	198.04	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRIGGEL/SUPPLY HOUSE/MOTOR	420.68	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	
GRIGGEL/SUPPLY HOUSE/COUPLER	252.72	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	
GRIGGEL/AMAZON/SEALANT	51.40	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	
GRIGGEL/AMAZON/RETURN BACKRACK	-139.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	09/30/2023	
GRIGGEL/FLAG AMERICAN/FLAGS	214.87	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	09/30/2023	
KENNING/AMAZON/REIF GET WELL GIFT	22.50	BLDG MAINT- REVENUE & EXPENSES TRAVEL/TRAINING/DUES	28900000-47740-	09/30/2023	
KENNING/AMAZON/REIF GET WELL GIFT	22.49	VEHCL MAINT-REVENUE & EXPENSES TRAVEL/TRAINING/DUES	29900000-47740-	09/30/2023	
KENNING/LABOR LAW/LABOR POSTERS	233.82	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	09/30/2023	
KENNING/WALMART/HARTMANN SER AV	75.00	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	09/30/2023	
KENNING/ALG COMMONS/BATHAUER SE	26.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	09/30/2023	
KENNING/ALG COMMONS/SLABINSKI SEI	51.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	09/30/2023	
KENNING/TARGET/SLABINSKI SER AWAF	75.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	09/30/2023	
KENNING/AMAZON/TREFILEK BABY GIFT	40.67	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	09/30/2023	
		GEN NONDEPT - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
KENNING/WALMART/WELLNESS SNACKS	38.28	PROFESSIONAL SERVICES	01900100-42234-	09/30/2023	
KENNING/WALMART/SCHUMAN SER AWI	25.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	09/30/2023	
KOSMACH/AMAZON/DOORBELL,TV STAN	345.41	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
KOSMACH/AMAZON/DOORBELL,TV STAN	43.18	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
KOSMACH/AMAZON/DOORBELL,TV STAN	43.18	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
KOSMACH/MAN & MACHINE/KEYBOARD I	240.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
KOSMACH/MAN & MACHINE/KEYBOARD I	30.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
KOSMACH/MAN & MACHINE/KEYBOARD I	30.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
KOSMACH/WAVE TECH/NORSTAR	265.59	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	09/30/2023	
KOSMACH/WAVE TECH/NORSTAR	33.20	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	09/30/2023	
KOSMACH/WAVE TECH/NORSTAR	33.20	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	09/30/2023	
KUMBERA/META/EVENT MARKETING	353.50	GS ADMIN - EXPENSE GEN GOV VILLAGE COMMUNICATIONS	01100100-42245-	09/30/2023	
KUMBERA/META/ART ON FOX MARKETIN	10.41	GS ADMIN - EXPENSE GEN GOV VILLAGE COMMUNICATIONS	01100100-42245-	09/30/2023	
LICHTENBERGER/GFOA/WEBINAR	35.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	09/30/2023	



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
LICHTENBERGER/AMAZON/NOTARY LOG	5.99	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	09/30/2023	
LICHTENBERGER/AMAZON/NOTARY STA	13.25	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	09/30/2023	
LICHTENBERGER/AMAZON/LASER TAXIS	23.87	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	09/30/2023	
LICHTENBERGER/AMAZON/LASER TAXIS	12.19	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	09/30/2023	
LICHTENBERGER/PMC PARKING/CONF F	28.09	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	09/30/2023	
LICHTENBERGER/FOUR POINTS/HOTEL	357.65	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	09/30/2023	
LICHTENBERGER/PARK MOBILE/METRA	1.85	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	09/30/2023	
LICHTENBERGER/METRA/ROUND TRIP C	10.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	09/30/2023	
LICHTENBERGER/METRA/ROUND TRIP C	10.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	09/30/2023	
LICHTENBERGER/AMAZON/NOTARY STA	13.25	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	09/30/2023	
MORGAN/AMAZON/UNIFORM-BATHAUER	114.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	09/30/2023	
MORGAN/AMAZON/UNIFORM-MARKHAM	129.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	09/30/2023	
MORGAN/TRANSUNION/SOFTWARE	175.00	POLICE - EXPENSE PUB SAFETY IT EQUIPMENT & SUPPLIES	01200200-43333-	09/30/2023	
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MORGAN/CHEGG/TESTING BOOK RENT	100.98	BOARD OF POLICE COMMISSION	01200200-47720-	09/30/2023	
MORGAN/AMAZON/RIBBONS	34.98	POLICE - EXPENSE PUB SAFETY D.A.R.E. / COMMUNITY PROGRAM	01200200-43364-	09/30/2023	
SALAZAR/CREATIVE PRODUCT/DARE BE	371.62	POLICE - EXPENSE PUB SAFETY D.A.R.E. / COMMUNITY PROGRAM	01200200-43364-	09/30/2023	
SALAZAR/SIRCHIE/DRUG FIELD KITS	41.29	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	09/30/2023	
SALAZAR/LYNN PEAVY/EVIDENCE SUPP	171.14	POLICE - EXPENSE PUB SAFETY SMALL TOOLS & SUPPLIES	01200200-43320-	09/30/2023	
SCHLONEGER/AMAZON/DISCIPLINE BOC	151.92	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	09/30/2023	
SCHUTZ/AWWA/KORNFEIND DUES	83.00	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	09/30/2023	
SOSINE/IML/CONFERENCE FEE	180.00	GS ADMIN - EXPENSE GEN GOV PRESIDENTS EXPENSES	01100100-47745-	09/30/2023	
SOSINE/CHICAGO TAXI/CONF TAXI	12.75	GS ADMIN - EXPENSE GEN GOV PRESIDENTS EXPENSES	01100100-47745-	09/30/2023	
VANENKEVORT/AMAZON/SPELLA SUPPL	156.67	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	09/30/2023	
VANENKEVORT/WALMART/SPELLA SUPP	72.92	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	09/30/2023	
WEBER/HOBBY LOBBY/FRAMES	24.96	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	09/30/2023	
ZIMMERMAN/SETON/LOTO LOCKS	755.75	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	09/30/2023	
ZIMMERMAN/IL TOLLWAY/TOLLS	6.00	SEWER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07800400-47740-	09/30/2023	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ZIMMERMAN/ALG SUB SHOP/LUNCH MEET	105.06	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	09/30/2023	
ZIMMERMAN/IL TOLLWAY/I-PASS REIMBURSEMENT	15.00	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	09/30/2023	
ZIMMERMAN/IL TOLLWAY/TOLLS	3.90	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	09/30/2023	
ZIMMERMAN/IL TOLLWAY/TOLLS	3.00	SEWER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07800400-47740-	09/30/2023	
SHALLCROSS/WALL STREET/SUBSCRIPTION	2.00	CDD - EXPENSE GEN GOV PUBLICATIONS	01300100-42242-	09/30/2023	
SHALLCROSS/BLDG FIRE CODE/POLONY	195.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
SHALLCROSS/SHAW MEDIA/SUBSCRIPTION	99.99	CDD - EXPENSE GEN GOV PUBLICATIONS	01300100-42242-	09/30/2023	
SHALLCROSS/2021 IRC/EZELL CLASS	50.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
SHALLCROSS/USPS/DEV BKFAST STAMPS	73.92	CDD - EXPENSE GEN GOV ECONOMIC DEVELOPMENT	01300100-47710-	09/30/2023	
SHALLCROSS/NWBOCA/WEHRMANN EVENT	100.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
SHALLCROSS/CRAINS/SUBSCRIPTION	16.25	CDD - EXPENSE GEN GOV PUBLICATIONS	01300100-42242-	09/30/2023	
SHALLCROSS/WAYFAIR/O'CAMPO DESK	1,627.49	CDD - EXPENSE GEN GOV OFFICE FURNITURE & EQUIPMENT	01300100-43332-	09/30/2023	
SHALLCROSS/BLDG FIRE CODE/POLONY	-195.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
		CDD - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SHALLCROSS/ICSC/WALKING TOUR	45.00	TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
SHALLCROSS/TRI-STATE/WEHRMANN TF	272.90	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
SHALLCROSS/UNITED/IEDC FLIGHTS	247.80	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
SHALLCROSS/UNITED/CHECKED BAGS	68.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
SHALLCROSS/PORT EDS/AOTF GALA	902.70	CDD - EXPENSE GEN GOV PUBLIC ART	01300100-43362-	09/30/2023	
SHALLCROSS/HILTON/IEDC STAY	954.44	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
SHALLCROSS/ALG SUB/EMPLOYEE LUNC	158.29	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
ZINE/APA-IL/KNAPP CONF REGISTRATIO	225.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
ZINE/APA-IL/ZINE CONF REGISTRATION	605.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
ZINE/CRL LAKE ENGRAVING/AWARDS	57.50	CDD - EXPENSE GEN GOV ECONOMIC DEVELOPMENT	01300100-47710-	09/30/2023	
ZINE/EVENTBRITE/DEVL BREAKFAST FE	9.99	CDD - EXPENSE GEN GOV ECONOMIC DEVELOPMENT	01300100-47710-	09/30/2023	
ZINE/TARGET/ART ON THE FOX SUPPLIE	122.78	CDD - EXPENSE GEN GOV PUBLIC ART	01300100-43362-	09/30/2023	
ZINE/ILCMA/2023 MEMBERSHIP	198.25	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	
ZINE/NATIONAL APA/2023 MEMBERSHIP	558.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	09/30/2023	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ZINE/CANVA/DEV BRFT POST CARDS	167.50	CDD - EXPENSE GEN GOV ECONOMIC DEVELOPMENT	01300100-47710-	09/30/2023	
ZINE/CANVA/DEV BRFT POST CARDS	80.50	CDD - EXPENSE GEN GOV ECONOMIC DEVELOPMENT	01300100-47710-	09/30/2023	
GRIGGEL/AMAZON/BOOT DRYER	67.14	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	09/30/2023	
ZIMMERMAN/APWA/SNOW MEMBERSHIP	229.00	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	09/30/2023	
ZIMMERMAN/APWA/SNOW MEMBERSHIP	229.00	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	09/30/2023	
<b>Vendor Total: \$23,617.34</b>					
KANE COUNTY RECORDER					
ALGONQUIN COMMONS DEVELOPMENT	58.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	ALGN092123	10240263
RECORDING FEES - SEPTEMBER	58.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	ALGN092923	10240009
<b>Vendor Total: \$116.00</b>					
KENDRA FIORAVANTI					
UB 1073667 1241 PRAIRIE	178.07	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	126946	
<b>Vendor Total: \$178.07</b>					
KIRA KUGLER					
DUTY BELT/HANDCUFF STRAP	57.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	07/30/23 PURCHASES	20240077
<b>Vendor Total: \$57.99</b>					
KONEMATIC INC					
DOOR MAINTENANCE & REPAIR - PW	2,129.46	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	929955	28240010
DOOR MAINTENANCE & REPAIR - PW	11,196.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	930833	28240010

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$13,325.46</b>					
LAUTERBACH & AMEN LLP					
PAYROLL SERVICES - SEPTEMBER 2023	3,535.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	83119	10240036
PAYROLL SERVICES - SEPTEMBER 2023	757.50	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	83119	10240036
PAYROLL SERVICES - SEPTEMBER 2023	757.50	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	83119	10240036
<b>Vendor Total: \$5,050.00</b>					
LAWSON PRODUCTS INC					
HOSE CLAMPS/BRASS FITTINGS/DRILL E	518.42	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9310956819	29240015
<b>Vendor Total: \$518.42</b>					
LEE JENSEN SALES					
ROAD PLATE RENTAL	270.00	WATER OPER - EXPENSE W&S BUSI EQUIPMENT RENTAL	07700400-42270-	0011417	70240270
<b>Vendor Total: \$270.00</b>					
LINDA & FRANK MRAZ					
NISRA/K MRAZ/SUMMER CLASSES	88.00	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	2023 SUMMER CLASSES	
<b>Vendor Total: \$88.00</b>					
MACQUEEN EMERGENCY GROUP					
SWITCHES	100.23	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P24700	29240098
TOGGLE SWITCHES	3,173.11	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P24639	29240098
<b>Vendor Total: \$3,273.34</b>					
MANDEL METALS INC					
SIGN BLANKS	1,913.68	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	37323	50240074
<b>Vendor Total: \$1,913.68</b>					
MANSFIELD OIL COMPANY					
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FUEL	4,412.33	FUEL INVENTORY	29-14200-	24673098	29240018
FUEL	5,491.84	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	24673095	29240018
<b>Vendor Total: \$9,904.17</b>					
MARTELLE WATER TREATMENT					
SODIUM HYPOCHLORITE	9,519.06	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	25875	70240006
<b>Vendor Total: \$9,519.06</b>					
MCHENRY CNTY DIVISION OF TRANSPORTATIO					
S CURVE LIGHTING 4/12/23-7/12/23	212.99	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	6043	50240076
<b>Vendor Total: \$212.99</b>					
MCHENRY CO RISK MANAGEMENT					
23-24 POOL YEAR 2ND INSTALLMENT	636.10	CEMETERY OPER -EXPENSE GEN GOV INSURANCE	02400100-42236-	2023-Alg-02	10240274
23-24 POOL YEAR 2ND INSTALLMENT	326,338.86	GEN NONDEPT - EXPENSE GEN GOV INSURANCE	01900100-42236-	2023-Alg-02	10240274
23-24 POOL YEAR 2ND INSTALLMENT	58,591.39	SEWER OPER - EXPENSE W&S BUSI INSURANCE	07800400-42236-	2023-Alg-02	10240274
23-24 POOL YEAR 2ND INSTALLMENT	4,750.39	SWIMMING POOL -EXPENSE GEN GOV INSURANCE	05900100-42236-	2023-Alg-02	10240274
23-24 POOL YEAR 2ND INSTALLMENT	69,798.26	WATER OPER - EXPENSE W&S BUSI INSURANCE	07700400-42236-	2023-Alg-02	10240274
<b>Vendor Total: \$460,115.00</b>					
MCHENRY COUNTY COUNCIL OF GOV					
SOSINE/GLOGOWSKI 9/27/23 MEETING	50.00	GS ADMIN - EXPENSE GEN GOV ELECTED OFFICIALS EXPENSE	01100100-47741-	2822	10240268
SOSINE/GLOGOWSKI 9/27/23 MEETING	50.00	PRESIDENTS EXPENSES	01100100-47745-	2822	10240268
<b>Vendor Total: \$100.00</b>					
MCHENRY COUNTY RECORDER					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RECORDING FEES - SEPTEMBER 2023	172.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	SEPTEMBER 2023	10240006
RECORDING FEES - SEPTEMBER 2023	21.50	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	SEPTEMBER 2023	10240006
RECORDING FEES - SEPTEMBER 2023	21.50	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	SEPTEMBER 2023	10240006
<b>Vendor Total: \$215.00</b>					
METRO STRATEGIES GROUP LLC					
DIXIE CREEK REACH 3	893.00	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-N2203	ALDC-07	40240205
PR FIRM - AUGUST 2023	1,685.64	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-	AL-22	40240002
PR FIRM - AUGUST 2023	1,685.64	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-	AL-22	40240002
<b>Vendor Total: \$4,264.28</b>					
MICHAEL KUMBERA					
GFOA TRAINING REIMBURSEMENT	100.79	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	GFOA TRAINING	10240266
<b>Vendor Total: \$100.79</b>					
MIDLAND SCIENTIFIC INC					
LAB SUPPLIES	60.45	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	6682835	70240276
LAB SUPPLIES	72.90	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	6682825	70240275
LAB SUPPLIES	134.26	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	6705912	70240268
LAB SUPPLIES	180.07	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	6705812	70240269
<b>Vendor Total: \$447.68</b>					
NAPA AUTO SUPPLY ALGONQUIN					



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RETURNED AXLE	-205.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	210162	29240019
MINIATURE LIGHTBULBS	18.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	210770	29240019
ALARM	99.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	210364	29240019
AXLE	205.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	210086	29240019
<b>Vendor Total: \$117.98</b>					
NICOR GAS					
9/5/23 - 10/4/23 BATH HOUSE	52.20	SWIMMING POOL -EXPENSE GEN GOV NATURAL GAS	05900100-42211-	87-21-74-1000 7	10240005
9/5/23 - 10/4/23 POOL HOUSE	161.10	SWIMMING POOL -EXPENSE GEN GOV NATURAL GAS	05900100-42211-	77-21-74-1000 8	10240032
9/6/23 - 10/5/23 221 S MAIN	245.69	CDD - EXPENSE GEN GOV NATURAL GAS	01300100-42211-	19-82-63-3747 9	10240031
9/6/23 - 10/5/23 DIGESTER BUILDING	513.38	SEWER OPER - EXPENSE W&S BUSI NATURAL GAS	07800400-42211-	93-54-83-1000 7	70240011
9/5/23 - 10/4/23 WTP #1	49.62	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	44-94-77-1000 8	70240010
9/6/23 - 10/5/23 WTP #2	69.64	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	00-63-34-1000 6	70240010
<b>Vendor Total: \$1,091.63</b>					
OFFICE DEPOT					
TAPE/BINDER CLIPS/POST-ITS/PENCILS	83.31	PWA - EXPENSE PUB WORKS OFFICE SUPPLIES	01400300-43308-	334492939001	40240001
<b>Vendor Total: \$83.31</b>					
ONE TIME PAY		WATER & SEWER BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
HYD METER REFUND OKTOBERFEST	489.89	DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
<b>Vendor Total: \$489.89</b>					
ONSOLVE LLC					
W/S REMINDER CALLS 9/29/23-9/28/24	60.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	15293319	10240267
<b>Vendor Total: \$60.00</b>					
PACE ANALYTICAL SERVICES LLC					
WATER SUPPLIES	2,355.80	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	19569850	70240020
LAB TESTING	534.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	19569851	70240021
<b>Vendor Total: \$2,889.80</b>					
PATTEN INDUSTRIES INC					
LUBE FILTER	41.06	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P56C0038186	29240017
<b>Vendor Total: \$41.06</b>					
PECOVER DECORATING SERVICES INC					
POOL PAINTING	47,130.00	SWIMMING POOL -EXPENSE GEN GOV MAINT - OUTSOURCED BUILDING	05900100-44445-	25033-1001	10240270
<b>Vendor Total: \$47,130.00</b>					
POLYDYNE INC					
CHEMICALS	9,222.12	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	1775573	70240014
<b>Vendor Total: \$9,222.12</b>					
POMPS TIRE SERVICE INC					
TIRES	788.68	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640111024	29240023
<b>Vendor Total: \$788.68</b>					
PRO SAFETY INC					
WHITE MARKING FLAGS	214.00	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	2/898290	28240071
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WHITE MARKING FLAGS	107.00	SMALL TOOLS & SUPPLIES	07800400-43320-	2/898290	28240071
WHITE MARKING FLAGS	107.00	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	2/898290	28240071
<b>Vendor Total: \$428.00</b>					
PROPERTY WERKS OF NORTHERN ILLINOIS INC					
CEMETERY MAINT - OCTOBER 2023	1,776.60	CEMETERY OPER -EXPENSE GEN GOV PROFESSIONAL SERVICES	02400100-42234-	5728	10240039
<b>Vendor Total: \$1,776.60</b>					
PVS TECHNOLOGIES INC					
CHEMICALS	9,929.15	SEWER OPER - EXPENSE W&S BUSI CHEMICALS	07800400-43342-	342391	70240015
<b>Vendor Total: \$9,929.15</b>					
RC JUGGLES LLC					
TRICK OR TREAT - JUGGLER	800.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	102123	10240271
<b>Vendor Total: \$800.00</b>					
RED WING SHOE STORE					
SAFETY BOOTS - FEY-KEANE	195.49	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	20231005010153	70240279
SAFETY BOOTS - TEPPER & VOIGTS	400.00	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	20231005010153	28240080
SAFETY BOOTS - SCHUTZ, WEGRZYN, R	352.99	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	20230928010153	70240272
SAFETY BOOTS - SCHUTZ, WEGRZYN, R	200.00	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	20230928010153	70240272
<b>Vendor Total: \$1,148.48</b>					
REX RADIATOR SALES & DIST CO					
RADIATOR	309.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	442774/4	29240041
<b>Vendor Total: \$309.00</b>					
SEAD KARAJIC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UB 3042936 382 COUNTRY	42.88	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	126942	
<b>Vendor Total: \$42.88</b>					
SEBERT LANDSCAPING CO					
GRASS CUTTING - 2575 W ALGONQUIN	300.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S574678	30240004
LANDSCAPE MAINTENANCE	43,058.44	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	263741	50240007
LANDSCAPE MAINTENANCE	766.44	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	263741	50240007
LANDSCAPE MAINTENANCE	5,525.84	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	263741	50240007
LANDSCAPE MAINTENANCE	3,541.99	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	263741	28240024
<b>Vendor Total: \$53,192.71</b>					
SIKICH LLP					
APRIL 30, 2023 AUDIT	15,400.00	GS ADMIN - EXPENSE GEN GOV AUDIT SERVICES	01100100-42231-	29595	10240035
APRIL 30, 2023 AUDIT	3,300.00	SEWER OPER - EXPENSE W&S BUSI AUDIT SERVICES	07800400-42231-	29595	10240035
APRIL 30, 2023 AUDIT	3,300.00	WATER OPER - EXPENSE W&S BUSI AUDIT SERVICES	07700400-42231-	29595	10240035
<b>Vendor Total: \$22,000.00</b>					
SOUTH SIDE CONTROL SUPPLY COMPANY					
TREATMENT FACILITY MAINT.	991.54	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	S100882340.001	70240280
<b>Vendor Total: \$991.54</b>					
SPORTS R US INC					
FALL SESSION I	1,576.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	2705	10240094

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$1,576.00</b>					
STAPLES ADVANTAGE					
PRINT CART/POS TAPES/WHITEBOARD	330.35	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	3549116273	30240002
CALCULATOR	56.28	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3549116271	10240033
CALCULATOR/PAPER	97.77	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3549116270	10240033
POS ROLLS/TAPE/PAPER CLIPS/PENS	105.85	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3549116272	10240033
KLEENEX	159.98	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3549116286	28240014
LABELS/CLEANER/TOILET PAPER	362.08	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3459116285	28240014
HOT COCOA/SPOONS/SPONGES	381.67	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3549116287	28240014
HAND & SHOP TOWELS/COFFEE/SOAP	1,211.68	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3549116284	28240014
<b>Vendor Total: \$2,705.66</b>					
SUBURBAN ELEVATOR					
ELEVATOR SERVICE - GMC	2,646.84	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	8106355420	28240025
<b>Vendor Total: \$2,646.84</b>					
SYNAGRO					
SLUDGE HAULING - SEPTEMBER 2023	9,033.50	SEWER OPER - EXPENSE W&S BUSI SLUDGE REMOVAL	07800400-42262-	42177	70240012
<b>Vendor Total: \$9,033.50</b>					
TRAFFIC & PARKING CONTROL CO					
HYDROBLASTING	3,489.29	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	1762362	50240073

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$3,489.29</b>					
TRANSUNION RISK AND ALTERNATIVE DATA SC					
INVESTIGATIVE SOFTWARE-SEPTEMBER	175.00	POLICE - EXPENSE PUB SAFETY IT EQUIPMENT & SUPPLIES	01200200-43333-	224039-202309-1	20240075
<b>Vendor Total: \$175.00</b>					
TYLER TECHNOLOGIES INC					
AUG 2023 TYLER UB AIRFARE HOTEL	927.39	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	045-439006	10240265
AUG 2023 TYLER UB AIRFARE HOTEL	927.38	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	045-439006	10240265
<b>Vendor Total: \$1,854.77</b>					
ULINE INC					
LOTO LOCKS	242.60	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	168185945	70240262
<b>Vendor Total: \$242.60</b>					
US BANK EQUIPMENT FINANCE					
RICOH COPIER 10/28/2023	194.23	POLICE - EXPENSE PUB SAFETY LEASES - NON CAPITAL	01200200-42272-	512483454	10240017
RICOH COPIER 10/28/2023	14.63	POLICE - INTEREST EXPENSE INTEREST EXPENSE	01200600-47790-	512483454	10240017
RICOH COPIER 10/21/2023	232.36	GS ADMIN - EXPENSE GEN GOV LEASES - NON CAPITAL	01100100-42272-	511992448	10240016
RICOH COPIER 10/21/2023	41.71	INTEREST EXPENSE - GEN GOV INTEREST EXPENSE	01100600-47790-	511992448	10240016
<b>Vendor Total: \$482.93</b>					
USIC RECEIVABLES, LLC					
UTILITY LOCATING - SEPTEMBER 2023	9,870.96	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	615003	70240013
UTILITY LOCATING - SEPTEMBER 2023	9,870.97	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	615003	70240013
<b>Vendor Total: \$19,741.93</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
VALLEY AUTOBODY & FRAME					
UNIT 11 BODY REPAIR	1,035.10	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	9632	29240093
<b>Vendor Total: \$1,035.10</b>					
WATER PRODUCTS CO AURORA					
VALVE KEY	195.00	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	0318652	70240263
<b>Vendor Total: \$195.00</b>					
<b>REPORT TOTAL: \$2,473,660.88</b>					

Village of Algonquin

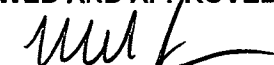
List of Bills 10/17/2023

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	783,140.94
02	CEMETERY	2,412.70
03	MFT	395,837.47
04	STREET IMPROVEMENT	29,491.63
05	SWIMMING POOL	52,147.69
06	PARK IMPROVEMENT	129,304.43
07	WATER & SEWER	961,512.45
12	WATER & SEWER IMPROVEMENT	28,931.64
26	NATURAL AREA & DRAINAGE IMPROV	38,333.45
28	BUILDING MAINT. SERVICE	32,174.32
29	VEHICLE MAINT. SERVICE	20,374.16
<b>TOTAL ALL FUNDS</b>		<b><u><u>2,473,660.88</u></u></b>

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

DATE: 10/12/2023

APPROVED BY: 





# Village of Algonquin

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

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	October 10, 2023
<b><u>SUBMITTED BY:</u></b>	Patrick M Knapp, AICP, Senior Planner
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Aces Jack-O-Lantern Jamboree, October 21-22, 2023

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### **ACTION REQUESTED:**

Tony Minasola, on behalf of Algonquin Aces, is seeking approval of a Public Event/Entertainment License for the Algonquin Jack-O-Lantern Jamboree Tournament on October 21 & 22, 2023.

### **DISCUSSION:**

This is a non-profit event that will be held for the Girls Fast Pitch Softball Tournament at Algonquin Lakes Park and Presidential Park. In addition to requesting approval of a Public Event/Entertainment License, the applicant also requested a waiver of the \$100 Public Event license fee (\$50/day), waste removal by Public Works on Sunday, and mowing of the fields before the tournament. Also, the park bathrooms will be winterized before this tournament which will require the applicant to provide portable restrooms for the tournament.

### **RECOMMENDATION:**

Staff has reviewed the request and recommends approval with the following conditions outlined below:

- Village Board has waived the Public Event License Fee of \$100.00. No other Village fees are waived with this permit approval;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator;
- Food trucks will need to apply for a separate permit through the Village of Algonquin;
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter.
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;
- The applicant will need to provide the appropriate number of portable bathrooms at each park.

### **ATTACHMENTS:**

- Public Event License Application

## Indemnification, Waiver and Release

*To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.*

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/  
Licensee: Algonquin Area Youth Organization/Algonquin Aces

Circle all  
that apply: Applicant Sponsor Organizer Promoter

By: Tony Minasola  
[Print] Anthony Minasola  
[Signature]

Date: 09/19/2023



Village of Algonquin  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION**

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to the Ganek Municipal Center (2200 Harnish Drive) or permits@algonquin.org at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** Jack-O-Lantern Jamboree

**Sponsoring Organization:**

Name: AAYO/Algonquin Aces Contact Name: Tony Minasola

Address: PO Box 265

City, State, ZIP: Algonquin IL 60102

Phone: [REDACTED] Email: [REDACTED]

**Event Coordinator:**

Name: Tony Minasola

Home Address: [REDACTED]

City, State, ZIP: Algonquin IL 60102

Phone: [REDACTED] Email: [REDACTED]

**Event Information:**

Describe the Nature of the Event: Girls Fast Pitch Softball Tournament Ages 11-14

\_\_\_\_\_

\_\_\_\_\_

New Event  Repeat Event  If repeat, will anything be different this year? \_\_\_\_\_

No we have done this event for the last 2 years.

Event Address: Presidential Field and Algonquin Lakes Fields

Date(s) and Time(s) of the Event: October 21st and 22nd

Rain Date(s), if applicable: NA

Set-Up Date/Time: Set up on October 20th 12-5 PM

Maximum Number of Attendees/Participants Expected: Approx 150 at different times of day

Admission Fee: Yes  No  If Yes, list fee(s) to be charged: \_\_\_\_\_

How will the revenue be used (include donations to non-profit or charitable organizations): Any Funds Received

for hosting the event will go back to the Algonquin Aces Softball team to cover the cost of other tournaments, Uniforms, Umpires, etc.

\_\_\_\_\_

Event Website: \_\_\_\_\_

**Event Details:**

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: \_\_

**Girls youth softball tournament so no need for additional security**

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: \_\_\_\_\_

**overflow will be on side streets if needed**

Will there be a need for road closures? Yes  No  If Yes, please explain: \_\_\_\_\_

Are you requesting Algonquin Police Officer(s) presence? Yes  No  If Yes, to perform what function? \_\_\_\_\_

Do you want a fire truck or ambulance present? Yes  No  If Yes, for what hours and to perform what function? \_\_\_\_\_

Are you wishing to post temporary sign(s) announcing the event? Yes  No  If Yes, please describe desired size, location and date(s) that the signage will be displayed: \_\_\_\_\_

Do you wish to serve alcoholic beverages? Yes  No

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes  No  *If Yes, attach a copy of the policy.*

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes  No   
*If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: \_\_\_\_\_*

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): \_\_\_\_\_

Waste removal would be needed at Algonquin Lakes, and Presidential Park on Sunday. Other than that if possible can we open the rest rooms if the weather is good? \_\_\_\_\_

Lastly if the fields can be mowed so they look good for the tournament that would be highly appreciated. \_\_\_\_\_

Do you plan on holding a raffle during this event? Yes  No   
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Tony Minasola

On-site contact's cell number: 847-481-9620

On-site contact's work number: Same as above

On-site contact's home number: 224-305-1792

**Affidavit of Applicant:**

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

Anthony Minasola  
Signature of Applicant

09/19/2023  
Date

Tony Minasola  
Printed Name of Applicant

## RESOLUTION NO. 2023-R- \_\_

### **DESIGNATING KOPETSKY PROPERTIES, LLC, AND ITS AFFILIATES (“DEVELOPER”) AS THE PREFERRED DEVELOPER FOR THE ALGONQUIN STATE BANK PROPERTY LOCATED AT 221 SOUTH MAIN STREET, ALGONQUIN, ILLINOIS WITHIN THE DOWNTOWN TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA AND AUTHORIZING THE NEGOTIATION OF A REDEVELOPMENT AGREEMENT THERETO**

**WHEREAS**, the Corporate Authorities of the Village of Algonquin, McHenry and Kane Counties, Illinois (hereinafter “the Village”), pursuant to powers granted to the Village by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq (the “Act”), on October 8, 2014 adopted ordinances:

- a) Ordinance No. 2014-O-41 approving a redevelopment plan and project entitled Village of Algonquin Redevelopment Plan and Project Tax Increment Financing Downtown TIF District, and
- b) Ordinance No. 2014-O-43 adopting tax increment financing for the Redevelopment Project area.

**WHEREAS, ON OR ABOUT** August 25, 2023, the Village received proposals from interested parties for the purpose of redeveloping a portion of the Redevelopment Project Area (“Algonquin State Bank Site”);

**WHEREAS**, the Algonquin State Bank Site is located within McHenry County, Illinois and is depicted on Exhibit A attached hereto and thereby made a part hereof, and

**WHEREAS**, the Algonquin State Bank Site, lies wholly within the boundaries of the Village and within the boundaries of the Redevelopment Project Area; and

**WHEREAS**, the Village received inquiries from two (2) development teams interested in a potential development opportunity for the Algonquin State Bank Site; and

**WHEREAS**, the Village invited interested developers to present their qualifications to the Village’s Community Development Staff; and

**WHEREAS**, in addition reviewing the developers’ proposals, the Community Development Department is recommending Kopetsky Properties, LLC be considered for the redevelopment of the Algonquin State Bank Site; and

**WHEREAS**, after due consideration of the respective qualifications and redevelopment vision submitted by all interested development teams and other information which is deemed relevant, “the Village” now desires to designate Kopetsky Properties, LLC, as its preferred developer of the Algonquin State Bank Site; and

**WHEREAS**, the Village has determined that designating Kopetsky Properties, LLC as its preferred developer for the Algonquin State Bank Site, and authorizing the Village to commence the negotiations of a redevelopment agreement in connection with the Algonquin State Bank Site is reasonably necessary to achieve certain objectives of the Redevelopment Plan, as required by Section ()11-74.4-4 (b) of the Act:

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

**SECTION 1:** That the Corporate Authorities hereby find and follows:

- A. That the recitals hereinabove set forth are true and correct and are made a part hereof as the findings of the Corporate Authorities; and
- B. That it is deemed necessary, convenient, desirable, and required for the exercise of the Village's corporate purposes and reasonably necessary to achieve certain objectives of the Redevelopment Plan and to designate Kopetsky Properties, LLC, as the preferred developer of the Algonquin State Bank Site and to authorize the Village to commence the negotiation of a redevelopment agreement with Kopetsky Properties, LLC, subject to timely compliance with the conditions hereinafter set forth;
  - 1. The designation of Kopetsky Properties, LLC as the preferred developer of the Algonquin State Bank Site, and the Village obligations under this Resolution are subject to Kopetsky Properties, LLC, in a timely manner developing a concept plan, as determined by the Village in its sole discretion to be approved as the preferred plan for development of the Algonquin State Bank Site.
  - 2. The designation of Kopetsky Properties, LLC, as the preferred developer of the Algonquin State Bank Site and the Village's obligations under this Resolution are subject to Kopetsky Properties, LLC, and the Village on or **before January 16, 2024, entering** into and executing a mutually acceptable redevelopment agreement, and planned development for the Algonquin State Bank Site, in accordance with the Act and the Redevelopment Plan.

**SECTION 2:** That pursuant to the authority vested in the Corporate Authorities of the Village pursuant to the statutes of the State of Illinois, including specifically, but not limited to, the Act and the ordinances of the Village, hereby designates Kopetsky Properties, LLC, as the preferred developer for the Algonquin State Bank Site, subject to the terms and conditions of the Resolution and further subject to the terms and conditions of any redevelopment agreement and or related documents hereafter executed by and between the Village and Kopetsky Properties, LLC, if any, and hereby authorizes the Village to commence the negotiations of a redevelopment agreement with Kopetsky Properties, LLC, subject to timely compliance with the conditions hereinafter set forth;

- A. The designation of Kopetsky Properties, LLC, as the preferred developer of the Algonquin State Bank Site and the Village Obligations under this Resolution are subject to Kopetsky Properties, LLC, in a timely manner, developing a concept plan, as determined by the Village in its sole discretion to be approved as the preferred plan for the development of the Algonquin State Bank Site;
- B. The designation of Kopetsky Properties, LLC, as the preferred developer of the Algonquin State Bank Redevelopment Site is subject to Kopetsky Properties, LLC, and the Village **on or before January 16, 2024** entering into an executing a mutually acceptable redevelopment agreement, and Planned Development for the Algonquin State Bank Site, in accordance with the Act and the Redevelopment Plan. If no Redevelopment Agreement is entered into by the parties by January 16, 2024, this Resolution shall automatically terminate. In the event that this Resolution is extended as set forth in Section 3 below, and no Redevelopment Agreement is entered into by the end of said extension, this Resolution shall automatically terminate.

**SECTION 3:** The Corporate Authorities of the Village of Algonquin shall have the right to consider an extension of the aforesaid deadline, provided that both parties deem it necessary and desirable to finalize the negotiations and agreements relative to the redevelopment of the Algonquin State Bank Site. The one-time extension shall not exceed 90 days.

**SECTION 4:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**SECTION 5:** That any financial assistance rendered to the Preferred Developer by the Village to the Preferred Developer shall be contingent upon the Village entering into a mutually acceptable redevelopment agreement with the Preferred Developer, as determined in the Village's sole discretion, and the authority, restrictions, terms and conditions imposed by the TIF Act notwithstanding any other provision herein to the contrary. If there is any inconsistency or conflict between this provision or any other provision of this resolution, the terms and conditions of this provision shall control, govern and prevail.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

Voting Aye:  
Voting Nay:  
Abstain:  
Absent:

(seal)

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

ATTEST:

\_\_\_\_\_  
Fred Martin, Village Clerk



**ORDINANCE NO. 2023 - O -**

***An Ordinance Amending Section 43.39, Video Gaming Terminals,  
of the Village of Algonquin Municipal Code***

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

WHEREAS, under Section 25 of the Video Gaming Act, 230 ILCS 40, the Village may limit the number of video gaming terminals within the licensed establishment;

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

SECTION 1: Paragraph E, Issuance, of Section 43.39, Video Gaming Terminals, of the Village of Algonquin Municipal Code shall be amended with the underline language being added as follows:

E. Issuance: The applicant must obtain proper state licenses and exhibit proof of said licenses prior to the issuance of a license pursuant to this Section. Upon approval of the application and payment of the license fee, the Village shall issue a certificate bearing the notation “Village of Algonquin Video Gaming License for 20\_\_.” One license shall be issued for each establishment and list the number of video gaming terminals licensed for said establishment and it shall be affixed in a conspicuous place. The total number of video gaming terminals may not exceed five terminals per establishment. Any establishment that currently has a State and Village license that allows six video gaming terminals may continue to operate all six terminals until said establishment is sold or 5% of the ownership changes.

SECTION 2: The second paragraph of subparagraph J.1., Terminal Operators, of Section 43.39, Video Gaming Terminals, of the Village of Algonquin Municipal Code shall be amended as follows:

There is no limit on the number of terminal operator licenses that may be issued by the Village. Applications for such licenses shall be made to the Clerk on forms and in a manner prescribed by the Clerk and include an executed Illinois Department of Revenue Authorization to Release Sales Tax Information to Local Governments (PTAX-1002-21). Terminal operator licenses shall be issued only upon the order of the Manager.

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

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

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

Voting Aye:  
Voting Nay:  
Abstain:  
Absent:

APPROVED:

(SEAL)

\_\_\_\_\_  
Village President Debby Sosine

ATTEST: \_\_\_\_\_  
Village Clerk Fred Martin

Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_

## THIRD ADDENDUM TO TOLLING AGREEMENT

This Third Addendum to Tolling Agreement (“Third Addendum”) is part of the Tolling Agreement (“Agreement”), dated June 23, 2022, entered by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation, (“Algonquin”); the VILLAGE OF CARPENTERSVILLE, an Illinois municipal corporation, (“Carpentersville”); the VILLAGE OF LAKE IN THE HILLS, an Illinois municipal corporation, (“LITH”); the CITY OF McHENRY, an Illinois municipal corporation, (“McHenry”); and the CITY OF WOODSTOCK, an Illinois municipal corporation, (“Woodstock”), hereinafter individually a “Municipality” and collectively the “Municipalities,” and J&J VENTURES GAMING, LLC, an Illinois limited liability company, (“J&J”); GOLD RUSH AMUSEMENTS, INC., an Illinois corporation, (“Gold Rush”); ACCEL ENTERTAINMENT GAMING, LLC, an Illinois limited liability company, (“Accel”); LATTNER ENTERTAINMENT GROUP ILLINOIS, LLC, an Illinois limited liability company, (“Lattner”); EUREKA ENTERTAINMENT, LLC, an Illinois limited liability company (“UGG”), VELASQUEZ GAMING, LLC (“Velasquez”), an Illinois limited liability company, ASHIQ GAMING, LLC (“Ashiq”), an Illinois limited liability company, and POCKET ACES GAMING, INC. (“Pocket Aces”), an Illinois corporation, hereinafter individually a “Terminal Operator” and collectively the “Terminal Operators.” Said Agreement had been earlier amended by an August 2, 2022 Addendum between the Municipalities and the Terminal Operators to amend Section 4 of the Agreement and by an April 28, 2023 Second Addendum between the Municipalities and the Terminal Operator to amend Sections 2 and 3 of the Agreement to extend the expiration of the Agreement to October 31, 2023.

This Third Addendum is strictly intended to further amend language in Sections 2 and 3 of the Agreement, without further modifying or superseding the Agreement, as previously amended, as otherwise stated, with such Agreement, as previously amended, remaining otherwise in full force and effect, with its effective date being June 23, 2022 as though part of the original Agreement.

Sections 2 and 3 of the Agreement, as previously amended, is hereby further amended to read as follows:

2. Tolling. All applicable time periods or time related matters, including, but not limited to, statutes of limitation, statutes of repose, or equitable positions including waiver or laches, with respect to any claims, causes of action, or defenses the Municipalities and Terminal Operators may have against the other shall be tolled from June 23, 2022 through October 31, 2024 (the “Tolling Period”) with the exception that a party may withdraw earlier from this Agreement pursuant to Section 6 of this Agreement. No provision of this Agreement is intended to or shall be deemed to revive any statute of limitation or other applicable time period that has already expired prior to June 23, 2022 and that would not otherwise be tolled prior to June 23, 2022. No provision of this Agreement is intended to or shall be construed to shorten any applicable statute of limitation, or repose, or other applicable time period that has not expired as of June 23, 2022.
3. No Actions. No Municipality nor any Terminal Operator may bring an action on any claim or cause of action against the other until October 31, 2024 or until that specific Municipality or Terminal Operator withdraws from this Agreement pursuant to Section 6 of this Agreement. As to

any action on any claim or cause of action brought after the expiration of the Tolling Period or any claim or cause of action brought by a party after said party withdraws from this Agreement pursuant to Section 6 of this Agreement, the Municipalities or Terminal Operators may raise any defense based on any time period or time related matters, except that no claim, cause of action, or defense may include the Tolling Period of this Agreement as a basis of the claim, cause of action, or defense, including but not limited to, statutes of limitation, statutes of repose, waiver or laches. During the Tolling Period, no Municipality need send any notice of failure or deficiency relating to the collection or remittance of the Push Tax and no Terminal Operator need file any written protest to preserve their respective claims (and the failure to do so shall not act as a bar to any claim or defense). Any written protest filed by any Terminal Operator and any pending administrative proceeding pursuant to said written protest as of the date of this Agreement shall be stayed until the expiration of the Tolling Period or until that Terminal Operator or Municipality withdraws from this Agreement pursuant to Section 6 of this Agreement. Any notices related to a Push Tax already issued by any Municipality as of the date of execution of this Agreement do not need to be responded to by a Terminal Operator, whether by written protest or other similar mechanism, until the expiration of the Agreement or until that Terminal Operator or Municipality withdraws from this Agreement pursuant to Section 6 of this Agreement.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF ALGONQUIN

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

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

Its: Authorized Agent

VILLAGE OF LAKE IN THE HILLS

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

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

Its: Authorized Agent

CITY OF WOODSTOCK

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

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

Its: Authorized Agent

ACCEL ENTERTAINMENT GAMING, LLC

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

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

Its: Authorized Agent

EUREKA ENTERTAINMENT, LLC

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

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

Its: Authorized Agent

VELASQUEZ GAMING, LLC

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

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

Its: Authorized Agent

VILLAGE OF CARPENTERSVILLE

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

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

Its: Authorized Agent

CITY OF MCHENRY

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

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

Its: Authorized Agent

GOLD RUSH AMUSEMENTS, INC.

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

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

Its: Authorized Agent

LATTNER ENTERTAINMENT  
GROUP ILLINOIS, LLC

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

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

Its: Authorized Agent

ASHIQ GAMING, LLC

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

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

Its: Authorized Agent

POCKET ACES GAMING, INC.

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

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

Its: Authorized Agent

J&J VENTURES GAMING, LLC

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

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

Its: Authorized Agent



## VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

*October 16, 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](http://www.algonquin.org). Full agendas for meeting will also be posted at the Ganek Municipal Center, as required by law, not less than 48 hours in advance of the scheduled meeting. Each agenda will include the location of the meeting.

October 17, 2023	Tuesday	7:30 PM	Village Board Meeting	GMC
October 17, 2023	Tuesday	7:45 PM	Committee of the Whole	GMC
October 18, 2023	Wednesday	6:30 PM	Police Commission Meeting – Cancelled	GMC
October 21, 2023	Saturday	8:30 AM	Historic Commission Workshop	HVH
October 25, 2023	Wednesday	5:00 PM	Committee of the Whole Meeting	GMC
October 28, 2023	Saturday	8:30 AM	Historic Commission Workshop	HVH
November 7, 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](http://WWW.ALGONQUIN.ORG)



# Village of Algonquin

2200 Harnish Drive, Algonquin, IL  
(847) 658-2700 | [www.algonquin.org](http://www.algonquin.org)

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Village Board
<b><u>MEETING DATE:</u></b>	October 17, 2023
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, Community Development Director
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Memorandum of Understanding for Advantage Moving, Inc

---

### **ACTION REQUESTED:**

Approval of a Memorandum of Understanding between the Village of Algonquin and Advantage Moving and Storage, Inc., an Illinois company (“Advantage Moving”).

### **DISCUSSION:**

By agreeing to this Memo of Understanding, the Village agrees to reduce the outstanding building permit fees for Advantage Moving from \$125,000 to \$6,500. The permit fees were initially waived in total via a Village Board passed Resolution 2019-R-77, which authorized a Development Agreement between the Village and Advantage Moving wherein the Village offered economic development incentives for the expansion of Advantage Moving’s development in the Algonquin Corporate Campus.

Advantage Moving completed the expansion project, constructing a 40,600 square foot warehouse facility, resulting in a capital investment of over \$3-million. As part of that agreement, Advantage Moving was required to hire at least 15 full-time employees, but were only able to hire 11. As such, staff is recommending to waive 80% of the total fees owed (\$125,000), and to further reduce the outstanding amount in recognition of 11 out of the 15 required jobs being created, to a final owed amount of \$6,500.

### **ATTACHMENTS:**

- Memorandum of Understanding
- Advantage Moving Settlement Proposal
- Resolution 2019-R-77



# ADVANTAGE

MOVING & STORAGE, INC.

10/3/2023

Jason Shallcross  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL. 60102

Jason,

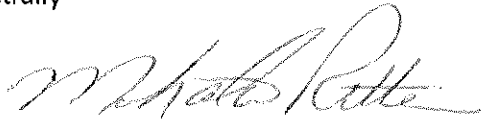
As the village knows, we built a second facility at 2621 Corporate Parkway in 2020-2021. During the approval process, certain modifications were approved by the board in the general area of reduced or waived permit fees and costs.

One of the stipulations was that my company creates 15 new full-time positions for economic growth in the community. At the time, this proposal was agreed to and certainly was very attainable based on our growth predictions. Unfortunately, we all had to deal the worse pandemic in modern day history.

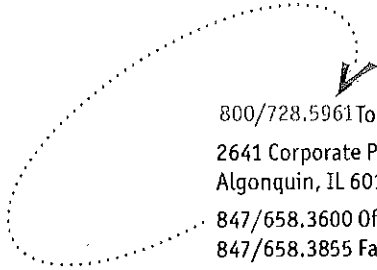
When you approached me several months ago for a better understanding of where we stood in the hiring process, I explained that we were at about 70% or 10-11 jobs created. At our last meeting on 10/3/2023 at 9am, it was proposed that Advantage Moving/RSR LLC pays \$6,500 in an-effort to close this open file and move forward. As president and authorized decision maker, I agree to the terms outlined from this morning.

Please present this to the board for approval. If it does not pass, I would like to reserve the right to go back to the original agreement, but with 15 months of addition time to grow the remaining four positions to make the total 15.

Respectfully



Mike Ritter



800/728.5961 Toll Free  
2641 Corporate Parkway  
Algonquin, IL 60102  
847/658.3600 Office  
847/658.3855 Fax  
[www.ADVANTAGE-move.com](http://www.ADVANTAGE-move.com)



2019 - R - 77

## VILLAGE OF ALGONQUIN

### RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN A DEVELOPMENT AGREEMENT WITH ADVANTAGE MOVING & STORAGE INC

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 Advantage Moving and Storage Inc. pertaining to the construction of a new 40,000 warehouse on Lot 2 of the Algonquin Corporate Campus, attached hereto and hereby made part hereof.

DATED this 5<sup>TH</sup> day of November, 2019

(seal)

APPROVED:

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz by: Michelle Weber  
Gerald S. Kautz, Village Clerk

Michelle Weber  
Deputy Village Clerk

**DEVELOPMENT AGREEMENT BETWEEN  
THE VILLAGE OF ALGONQUIN AND  
ADVANTAGE MOVING AND STORAGE, INC**

**THIS AGREEMENT** is entered into this 5<sup>th</sup> day of November, 2019 (the “Effective Date”) by and between the Village of Algonquin, a municipality organized and existing under the laws of the State of Illinois with a principal address of 2200 Harnish Drive, Algonquin, IL 60102 (hereinafter referred to as the “Village”), and ADVANTAGE MOVING AND STORAGE, INC (hereinafter referred to as “ADVANTAGE MOVING ”), a Illinois company, incorporated in the State of Illinois, with corporate offices at 2641 Corporate Parkway, Algonquin, IL. The foregoing entities individually may be referred to as a “party” or collectively as the “parties.”

**WITNESSETH:**

**WHEREAS**, the Village, in adopting this Agreement, is exercising the powers provided by the Illinois statutes, specifically, 65 ILCS 5/8-1-2.5, and it is determined that the proposed development contemplated in this Agreement is desirable for the promotion of economic development and will enhance the tax base of the Village; and

**WHEREAS**, pursuant to the statute, it is the policy of the Village to stimulate economic growth in the Village, by either attracting new business to the Village or by encouraging the expansion of existing businesses within the Village; and

**WHEREAS**, the creation of new employment opportunities for residents of the Village and the increased tax revenues resulting from such business expansion or relocation within the Village is beneficial to the local economy; and

**WHEREAS**, the Village Council has determined that offering economic development incentives encourages existing businesses to expand and encourages new business to enter the Village, and thereby creates new employment opportunities for the residents of the Village; and

**WHEREAS**, ADVANTAGE MOVING anticipates creating 15 new jobs in the Village with an average salary of each job exceeding \$40,000 excluding benefits; and

**WHEREAS**, ADVANTAGE MOVING is acquiring the vacant property described in Exhibit “A” attached hereto located in the Algonquin Corporate Campus and incorporated herein by reference (hereinafter the “Property”) upon which it will construct an 40,600 square foot warehouse facility (hereinafter the “Project”), resulting in a capital investment of over \$3 million; and

**WHEREAS**, the Village proposes to provide ADVANTAGE MOVING economic development incentives for their expanding development in the Algonquin Corporate Campus as outlined in this agreement; and

**WHEREAS**, the Village finds and declares it is in the public’s best interest to award economic development incentives to ADVANTAGE MOVING pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants hereinafter

contained, the parties do agree as follows:

1. Recitals: The above recitals are true and correct and form a material part of this Agreement.

2. Incorporation of Premises: The premises of this Agreement are incorporated herein as if fully set out below. All exhibits to this agreement as hereby deemed a part hereof.

3. Term of the Agreement: The term of this Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2022, or until all of the obligations of the parties provided for in this Agreement have been satisfied, whichever occurs first.

4. Obligations of ADVANTAGE MOVING:

a. ADVANTAGE MOVING shall construct a minimum of 40,000 square feet warehouse and storage facility on the Property;

b. ADVANTAGE MOVING shall pay all fees and charges related to the Project, except those waived herein, and shall comply with all applicable statutes, ordinances, regulations, or the like of the State of Illinois, Village of Algonquin, or other governmental entity with jurisdiction.

c. ADVANTAGE MOVING shall create 15 new jobs within the Village of Algonquin, paying a minimum average annual wage of \$40,000, not including benefits, by no later than December 31, 2020.

d. ADVANTAGE MOVING will maintain at least 90% of the jobs created in the two years subsequent to December 31, 2020.

e. ADVANTAGE MOVING shall provide a written annual verification by no later than May 1st of each year, verifying compliance of the job creation requirements outline in this Agreement. This verification shall be required for each year during the term of this Agreement.

5. Village's Obligations:

a. The Village will waive all Project-related fees (building permit fees, sign permit fees, site development permit fees, impact and tap-on fees, etc.), but not including any charges for third-party reviews or inspections, or any fees that reflect an actual cost to the Village (such as the Water Meter Fee). The fee waiver is based on performance and will be awarded if the annual wage of each proposed job meets or exceeds \$40,000, excluding benefits, and if 90% of the jobs created are maintained for two years subsequent to December 31, 2020.

b. The Village's obligations to provide these economic incentives are expressly contingent upon ADVANTAGE MOVING's submittal of annual verification by May 1<sup>st</sup> and compliance with the job creation requirements during the term of this Agreement:

c. ADVANTAGE MOVING meets its obligations set forth in paragraph 4, above.

6. Event of Default:

a. Each of the following shall constitute an event of default ("Event of Default") on the part of ADVANTAGE MOVING:

i. The failure of ADVANTAGE MOVING to comply with each of the terms, covenants, conditions, obligations or provisions of this Agreement;

ii. If ADVANTAGE MOVING makes a material misrepresentation in any certification or communication submitted to the Village in an effort to induce the award, payment or the administration thereof that is determined to be false,

misleading, or incorrect in any material manner.

b. Remedies:

- i. In the occurrence of an Event of Default, the Village shall be entitled to pursue all rights and remedies available under the law, including requesting payment of all fees previously waived (per paragraph 9, below) and/or termination of this Agreement as provided for in paragraph 7 of this Agreement.
- ii. The Parties agree that the Village shall have the specific rights and remedies set forth in this Agreement. Such rights and remedies are in addition to and cumulative with any and all other rights or remedies, now or hereafter available to the Village at law or in equity in order to enforce the provisions of this Agreement. The exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy nor shall any such delay or omission be construed to be a waiver of or acquiescence to any Event of Default. The exercise of any such right or remedy by the Village shall not release ADVANTAGE MOVING from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by ADVANTAGE MOVING.

7. Termination:

a. Upon the occurrence of an Event of Default and such default remains uncured, the Village may terminate the whole or any part of this Agreement.

b. Before the Village may exercise its right of termination, the Village shall provide written notice to ADVANTAGE MOVING's breach or default and ADVANTAGE MOVING shall have thirty (30) days thereafter within which to cure the breach or default.

c. Waiver by the Village of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8. Records: ADVANTAGE MOVING shall maintain books, records, and other evidence relating to the Project in accordance with ADVANTAGE MOVING's standard procedures and practices, which documents the Project and job creation in a manner that fulfills the requirements of this Agreement.

9. Repayment: ADVANTAGE MOVING shall be liable for repayment of any fees waived under the terms of this Agreement, which may be deemed by the Village to have been waived due to default by ADVANTAGE MOVING.

10. Indemnification: ADVANTAGE MOVING shall indemnify and hold harmless the Village, its agents, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from ADVANTAGE MOVING's performance or activities as provided herein.

11. Assignment: ADVANTAGE MOVING shall not assign or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the Village.

12. Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent

of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13. Amendments: This Agreement may be amended only by written instrument upon mutual consent of both parties.

14. Land Development Regulations: Notwithstanding anything contained in this Agreement to the contrary, the Village does not, by this Agreement, abrogate any right it may have to grant or deny any particular land development regulatory approval, zoning classification or any applicable permit or approval.

15. Controlling Laws:

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Illinois, and all duly adopted ordinances, regulations and policies of the Village now in effect and those hereinafter adopted.

b. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Kane County, Illinois. In the event of a dispute, the parties agree to make reasonable attempts to amicably resolve any issues pertaining to this Agreement prior to commencing litigation in court.

16. Miscellaneous:

a. ADVANTAGE MOVING warrants that it has not employed or retained any company or person, other than a bona fide employee or consultant working for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration that is contingent upon or resulting from the award or making of this Agreement.

b. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.

c. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

17. Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery in the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

VILLAGE:

Tim Schloneger  
Village Manager

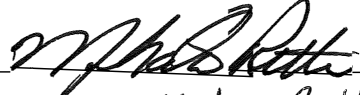
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

WITH A COPY TO: Village Attorney  
Zukowski, Rogers, Flood and McArdle  
50 N Virginia St  
Crystal Lake, IL 60014

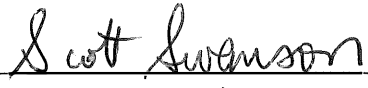
ADVANTAGE MOVING: ADVANTAGE MOVING AND STORAGE, INC  
2641 Corporate Parkway  
Algonquin, IL 60102

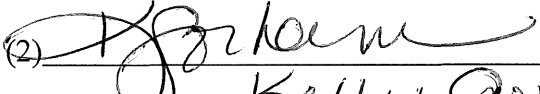
IN WITNESS WHEREOF, the parties hereto have executed this Economic Development Incentive Agreement as of the date first written above.

**ADVANTAGE MOVING AND STORAGE, INC.**

By:   
Print Name: Mike Ritter  
Title: owner

WITNESSES:

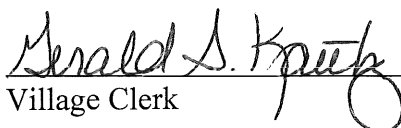

(1)   
Print Name: Scott Swanson

(2)   
Print Name: Kelly Gorham

**VILLAGE OF ALGONQUIN**

  
John Schmitt, Village President

(seal)

Attest:  
 by:   
Village Clerk

Michelle Weber  
Deputy Village Clerk

**EXHIBIT "A"**

Lot 2 of the Final Plat of Algonquin Corporate Campus Unit 1, being a subdivision of part of the east half of Section 6, Township 42 North, Range 8, East of the Third Principal Meridian, in Kane County, Illinois, and recorded in the Kane County Recorder's Office on October 7, 2003, as Document Number 2003K185106





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 a Memorandum of Understanding between the Village of Algonquin and Advantage Moving and Storage Regarding the Development Agreement of Lot 2 of the Algonquin Corporate Campus, attached hereto and hereby made part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

APPROVED:

(seal)

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Debby Sosine, Village President

ATTEST:

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Fred Martin, Village Clerk

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Memorandum**”) is dated this \_\_\_\_ day of October, 2023, between the Village of Algonquin, McHenry and Kane Counties, Illinois (the “**Village**”), being a home rule municipality in the State of Illinois, and Advantage Moving and Storage, Inc., an Illinois company (“**Advantage Moving**”).

### RECITALS

- A. On November 5, 2019, the Village Board passed Resolution 2019-R-77 authorizing the Development Agreement between the Village and Advantage Moving (the “**Development Agreement**”) wherein the Village offered economic development incentives for the expansion of Advantage Moving’s development in the Algonquin Corporate Campus in the form of development fee waivers.
- B. Advantage Moving was to acquire Lot 2 in the Algonquin Corporate Campus upon which it was to construct a 40,600 square foot warehouse facility (the “**Project**”) resulting in a capital investment of over \$3 million.
- C. The term of the Development Agreement was in effect until December 31, 2022 or until all of the obligations of the parties had been satisfied, whichever occurs first.
- D. As of the date of this Memorandum of Understanding, Advantage Moving has failed to create the full number of full-time jobs as promised in the Development Agreement and the Development Agreement has since expired. As such, the development fees as required pursuant to the Village’s Municipal code are due and owing.
- E. The Village acknowledges that Advantage Moving has partially met its obligations under the Development Agreement and is willing to agree to accept partial payment of said fees and waive the remaining portion due and owing as follows: \$125,000 in permit fees are due, the Village agrees to waive 80% or \$100,000 in recognition of Advantage Moving completing the expansion project, and in recognition of 11 out of the 15 required jobs created, reduce the fees owed further down to \$6,500.

### CONSIDERATION AND AGREEMENT

In consideration of the mutual observance by the undersigned of the covenants and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated herein by reference and are declared to be true and correct.
2. **Payment of Advantage Moving.** Advantage Moving shall pay the Village \$6,500 by the day of December 31, 2023, representing a portion of the development fees due and owing. If said fees are not paid by that date and time, the Village may terminate this Memorandum of Understanding and require the permit fees to be paid in full.

VILLAGE OF ALGONQUIN

ADVANTAGE MOVING AND STORAGE,  
INC.

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

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

Attest

\_\_\_\_\_  
Fred Martin, Village Clerk

X:\CDD\COTW ITEMS\2023\10.17.2023 VB\MemoUnderstanding.AdvantageMoving (002).docx