

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

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

AGENDA

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
- 3. Community Development**
 - A. Consider a Special Use Permit for Moes Motor Sports to Operate a Minor Vehicle Repair Facility at 1500 E. Algonquin Road
- 4. General Administration**
 - A. Consider a Restated and Amended Intergovernmental Agreement with SEECOM for Emergency Communication Services
- 5. Public Works & Safety**
 - A. Consider an Agreement with Trotter & Associates for the Final Design of Biosolids Handling Equipment Replacement
 - B. Consider an Agreement with Martam Construction for the Demolition of the Existing Drive Through and Underground Tunnel at 221 S. Main Street
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	November 21, 2023
<u>SUBMITTED BY:</u>	Jason C. Shallcross, AICP, CEcD Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Issuance of a Special Use Permit to Allow Moes Motor Sport to Operate a Minor Motor Vehicle Repair Facility at 1500 East Algonquin Road

ACTION REQUESTED:

Afzal Lokhandwala, the “Petitioner” representing Moes Motor Sport, submitted a Development Petition requesting a Special Use Permit to operate a a minor motor vehicle repair facility at 1500 East Algonquin Road.

To operate a minor motor vehicle repair facility in the Village, a Special Use Permit is required to be issued by the Village Board. The building has been vacant for at least six (6) months and therefore the issuance of a new Special Use Permit is required.

PLANNING & ZONING COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request for a Special Use Permit at the November 13, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted (approved 7-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2023-22 and subject to staff’s recommended conditions. One person from the public, an owner of the adjacent residential parcel, spoke in favor of the issuance of the Special Use Permit and was glad to see the property being used again.

RECOMMENDATION:

Staff recommends approval of the issuance of a Special Use Permit to allow a minor motor vehicle repair facility on Lot 2 of the East Algonquin Subdivision, 1500 East Algonquin Road, as outlined in the staff report for case PZ-2023-22, subject to the following conditions:

- a. Reasonable effort shall be made to keep service doors closed at all times except when a vehicle is entering or exiting the building, or when determined by management that the doors should remain open for extraordinary reasons;
- b. Outside displays, sales, and storage shall be prohibited at all times. The storage of tires, parts, fluids, or any materials, goods, or waste products of any kind shall only occur inside of the building. All automobile fluids, including oil, grease, and antifreeze must be stored and disposed of in accordance with all applicable regulations;
- c. No inoperable or disassembled vehicle may be stored outside at any time and all work conducted on vehicles must occur indoors;
- d. Employees shall refrain from using vehicle horns except in an emergency. Exterior loudspeakers shall be prohibited except for security and/or emergency purposes.

ATTACHMENTS:

- Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2023-22
- Exhibit B. November 13, 2023, Planning & Zoning Commission Minutes
- Exhibit C. Plat of Survey



STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Jason C. Shallcross, AICP, CEcD
 Director of Community Development

Patrick M. Knapp, AICP
 Senior Planner

CASE NUMBER:	PZ-2023-22
MEMO DATE:	November 6, 2023
PUBLIC HEARING DATE:	November 13, 2023
PROPERTY ADDRESS/LOCATION:	1500 East Algonquin Road / East of Algonquin Town Center
APPLICANT/PROPERTY OWNER:	Afzal Lokhandwala, Moes Motor Sport / Mahen Oza

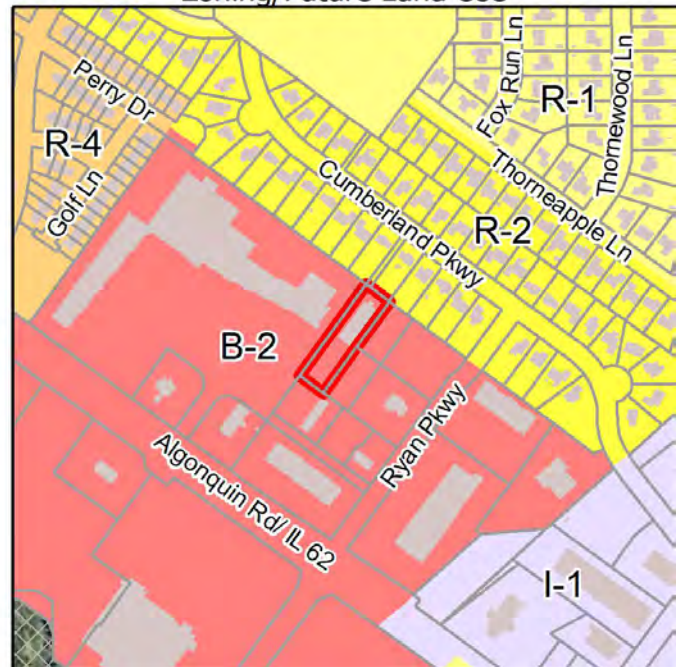
Summary of Request

Afzal Lokhandwala of Moes Motor Sport, the “Petitioner”, applied for approval for the issuance of a Special Use Permit to operate a minor motor vehicle repair facility, the “Request”, on Lot 2 of the East Algonquin Subdivision referred to herein as the “Subject Property”, commonly known as 1500 East Algonquin Road.

Location



Zoning/Future Land Use



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning Land Use	Property Size
B-2 General Retail Incorporated	Commercial Vacant Automotive Building	Northwest: B-2 Shopping Center Northeast: R-2 Single-Family Homes Southwest: B-2 Carwash Southeast: B-2 Vacant Lot	0.69 ac

Staff Recommendation Summary

Staff supports the Petitioner’s Request, subject to the conditions listed in this report, as the proposal meets the findings and satisfies the long-term goals of the Village’s Comprehensive Plan and Future Land Use Map.

Approve

Deny

Approve with Conditions

Discussion of Staff Recommendation

The Request

The existing building located on the Subject Property was originally constructed by Goodyear and was operated as a minor motor vehicle repair business. Goodyear then moved to a new facility and subsequently other minor motor vehicle repair businesses have operated on the Subject Property over the years. However, the Subject Property has now been vacant for more than six (6) months and therefore any Special Use Permit that was issued for the property has been terminated and any new use that requires a Special Use must be issued a new Special Use Permit by the Village Board.

Next Steps

The Special Use request for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for final approval. If at any time the use changes or there is evidence of a clear intent on the part of the owner and/or tenant to abandon any portion of this Special Use for more than six (6) months, this Special Use Permit shall be terminated.

Standards & Findings

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit “A” and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner’s request.

Staff Recommendation

Staff recommends approval of the issuance of a Special Use Permit authorizing a minor motor vehicle repair facility on Lot 2 of the East Algonquin Subdivision, 1500 East Algonquin Road, consistent with the finding of fact outlined in this report, and subject to the conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission and recommends **approval** of the following motion:

1. “To adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to recommend the issuance of a Special Use Permit authorizing a minor motor vehicle repair facility on Lot 2 of the East Algonquin Subdivision, 1500 East Algonquin Road, as outlined in the staff report for case PZ-2023-22, subject to the following conditions:
 - a. Reasonable effort shall be made to keep service doors closed at all times except when a vehicle is entering or exiting the building, or when determined by management that the doors should remain open for extraordinary reasons;
 - b. Outside displays, sales, and storage shall be prohibited at all times. The storage of tires, parts, fluids, or any materials, goods, or waste products of any kind shall only occur inside of the building. All automobile fluids, including oil, grease, and antifreeze must be stored and disposed of in accordance with all applicable regulations;
 - c. No inoperable or disassembled vehicle may be stored outside at any time and all work conducted on vehicles must occur indoors;
 - d. Employees shall refrain from using vehicle horns except in an emergency. Exterior loudspeakers shall be prohibited except for security and/or emergency purposes.

The Village Board's decision is final for this case.

I concur:



Jason C. Shallcross, AICP, CEcD
Director of Community Development

Attachments:

- Exhibit A. Standards & Findings of Fact for a Special Use
- Exhibit B. Plat of Survey

Exhibit A – Standards & Findings of Fact

Special Use Standards – Section 21.12.E.3 of the Algonquin Zoning Ordinance provides that a Special Use shall conform to the following requirements:

- a. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- b. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;
- c. That the proposed use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

Petitioner Response:

1. This is a former Goodyear Automotive Repair facility that served the community successfully for several years/decades. Unfortunately due to senior management changes at Goodyear, this facility was closed. We plan on reopening this facility for high-end performance auto repairs and tuning under the brand Eurocharged.
2. This continued use of the premises will not be detrimental to the health, welfare, values in the vicinity.
3. The continued use of the premises will be in accordance with all regulations and conditions authorized by the Village Board.

Staff Response:

There is a demand for minor motor vehicle repair facilities in the Village of Algonquin and this location features an existing building that was constructed specifically for a minor motor vehicle repair facility. Through the enforcement of the recommended conditions and the Village Code, external factors like sound, fumes, and traffic will be minimal and the use will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity.



Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

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2200 Harnish Drive, Algonquin, IL

PLANNING AND ZONING COMMISSION MINUTES

NOVEMBER 13, 2023

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:01 pm.

Senior Planner Patrick Knapp called the roll to check attendance.

Six commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Kennealy
- Commissioner Laipert
- Commissioner Neuhalfen
- Commissioner Rasek
- Commissioner Sturznickel
- Commissioner Szpekowski

Members absent: None

Staff Present: Senior Planner Patrick Knapp and Attorney Brandy Quance

Public Comment

Chair Patrician asked for public comments. No one from the public commented.

Approval of Minutes

Chair Patrician asked for approval of the September 11, 2023, Planning and Zoning Commission minutes. A motion was made by Commissioner Sturznickel and seconded by Commissioner Szpekowski to approve the minutes. The motion was approved with a 7-0 vote.

Case Number PZ-2023-23 – Consideration of a Request to Approve a Zoning Map Amendment from B-1 to R-1, 1325 South Main Street

Senior Planner Patrick Knapp informed the Commission that the Petition withdrew their request.

Case Number PZ-2023-22 – Consideration of a Request to Issue a Special Use Permit to Allow a Minor Motor Vehicle Repair Facility on Lot 2 of the East Algonquin Subdivision, 1500 East Algonquin Road

Senior Planner Patrick Knapp confirmed that the Public Notice requirement was fulfilled.

Afzal Lokhandwala, the Petitioner and Owner of the future business, gave a verbal background of his request to the Planning & Zoning Commission.

Senior Planner Patrick Knapp gave a presentation stating how the request meets the Standards and Findings of the Zoning Code and that Staff supports the request for the issuance of a Special Use, subject to the conditions in the Staff Report.

Commissioner Kennealy asked Staff to clarify what makes a Use a Special Use and if there is a list of Special Uses. Mr. Knapp and Attorney Brandy Quance defined Special Uses and that there is a list of Special Uses in Section 21.12 of the Zoning Code.

Commissioner Szpekowski asked what the typical hours will be for the business. The Petitioner stated that the planned hours are 9:00 am to 5:00 or 6:00 pm.

Commissioner Rasek asked if there were any other locations. The Petitioner stated that they recently closed their other location in Schiller Park and would like to relocate to this location.

Chair Patrician opened the Public Comment portion of the Public Hearing.

Richard L. Dufern of 1591 Cumberland Parkway, an adjacent residential property, spoke in support of the issuance of a Special Use Permit. He stated that he met the Petitioner before the meeting and feels the Petitioner will do a great job running the business and that so far they have done a great job cleaning up the property. He then stated that he is glad to see the building in use and no longer vacant.

Chair Patrician closed the Public Comment portion of the Public Hearing

Chair Patrician asked for a motion. A motion was made by Commissioner Kennealy and seconded by Commissioner Sturznickel to adopt Staff's Findings of Fact as the findings of the Planning & Zoning Commission and to recommend issuance of a Special Use Permit authorizing a minor motor vehicle repair facility on Lot 2 of the East Algonquin Subdivision, 1500 East Algonquin Road, subject to the conditions listed in the staff report for Case Number PZ-2023-22 dated November 6, 2023. The motion carried with a 7-0 vote.



SEECOM

Southeast Emergency Communication



MEMORANDUM

TO: SEECOM Executive Board

FROM: Jason E. Kern, Executive Director *JEK*

DATE: November 14, 2023

SUBJECT: SEECOM Intergovernmental Agreement Recommendation

Southeast Emergency Communications (SEECOM) was formed in 2003 as an intergovernmental agency by the City of Crystal Lake, Village of Algonquin, and Village of Cary (the “Founding Members”). The formation of SEECOM was established through an intergovernmental agreement (“IGA”) entered into between the Founding Members. In addition to establishing the organizational and operational rules for SEECOM, the IGA also addressed the methodology for funding of the operations of SEECOM as well as the terms under which a Founding Member’s participation in SEECOM could be terminated, by either expiration of the agreement, voluntary termination, or default by a member. Also in 2003, the Founding Members entered into a Lease Agreement by which SEECOM would lease a portion of the Crystal Lake Municipal Complex for its operations.

Changes in the actual operation of SEECOM over the years have made portions of the IGA either no longer relevant or not reflective of actual practices. Consequently, a draft amendment to the IGA has been prepared for your consideration. The amended IGA will have a term of 20 years and be subject to five (5) year successive renewal terms.

The expansion of SEECOM over the years by inclusion of contracting units of local government to be served by SEECOM and the evolution of new technology have led to expansion and changes to the space occupied by SEECOM. These modifications have largely been addressed through either lease amendments or memoranda of understanding. To address these developments and create a single document to memorialize the leasing arrangement between SEECOM and Crystal Lake a revised Lease Agreement has also been prepared for your review and consideration. The principal modifications to the 2003 IGA and the 2003 Lease Agreement are highlighted and discussed below.

MODIFICATIONS TO 2003 IGA

- Method of Calculation of Costs—Section 10 At the time that the 2003 Agreement was entered into, SEECOM primarily served only its three Founding Members. Since that time, SEECOM has contracted with several additional units of local government to provide emergency communication/dispatch services. These contracts are generally based upon either an agreed upon rate per call for service (CFS) or a flat annual fee. In most cases, the contracting parties are also required to pay an “annual assessment” for transfer to SEECOM’s Capital Equipment Fund (currently \$1,154).

The 2003 agreement provided for the Founding Members to share the “cost of operating SEECOM” by taking the total operational costs of SEECOM, reducing those costs by anticipated revenues to be derived from any contracted services that SEECOM provided and then dividing the remaining cost among the Founding Members based upon each party’s proportional share of the total calls for service handled by SEECOM. In other words, the three Founding Members were not assessed a call for service fee.

It is unclear how long this methodology was utilized but at some point, in time, this practice was modified to provide that each of the Founding Members would pay on a call for service basis. This methodology is based upon an annual operational budget being prepared by the Executive Director and submitted for approval by the Executive Board. The annual budget takes into account the revenues from contracted agencies and other funding (ETSB grants, etc.) as well as anticipated capital expenditures and reserves. The Executive Board would then establish a CFS rate to be charged to each of the Founding Members and the projected revenue to be received would be factored into the operating budget.

Paragraph 10 of the agreement eliminates the original formula for cost sharing established in the original IGA and memorializes the methodology which has actually been in place for a number of years.

- Contributions for Capital Expenditures/Operating Costs—Section 12 Although the annual budget contemplates anticipated capital expenditures and operating costs, as well as the establishment of reserves, it is possible that actual revenues may not be sufficient to cover unanticipated capital expenditures or operating costs. Section 12 has been drafted to provide that in such an event, the Founding Members would provide for any shortfall based upon a formula that takes the actual capital costs/operating costs shortfall and multiplied that number by the each of the Founding Members’ proportional share of the combined total number of calls for services received from all of the Founding Members respective jurisdictions.

- Term and Termination of Membership—Section 19 The original IGA contemplated certain obligations of the Founding Members relating to initial capital expenditures and how those obligations would be addressed in the event that a Founding Member’s membership was voluntarily or involuntarily terminated. As those initial expenditures and obligations relating to those expenditures (including the issuance of bonds) have long been resolved, Section 19 has been modified to eliminate some of these provisions.

The original IGA also had an initial term of 15 years, with automatic five-year extensions thereafter. The amended IGA has a term of 20 years and also includes automatic five-year extensions.

The amended IGA provides that a Founding Member may terminate their membership upon 24 months' written notice to the other Founding Members. It adds the condition, however, that such termination may not take place prior to the 10th anniversary of the effective date of the amended IGA. It also provides that any party that terminates remains liable for any capital contribution and/or operating costs obligations under Section 12. With respect to a party that is terminated due to a default under the agreement, the amended IGA requires that the defaulting party remains responsible for not only its obligations under Section 12 but that it will also be responsible for the anticipated revenue that would have been derived for a period of 24 months following the effective date of the termination. This calculation would be based upon the anticipated revenue to be derived from the terminated party during the Fiscal Year of termination. This provision essentially puts the defaulted member in the same position as a voluntarily terminating member that is required to provide 24 months' notice prior to termination.

RECOMMENDATION

SEECOM thoroughly reviewed the updated Intergovernmental Agreement internally and with our legal staff prior to presenting it to the SEECOM Executive Board on November 9, 2023.

After review and discussion with the SEECOM Executive Board during that meeting, it was unanimously recommended that the Village of Algonquin, Village of Cary and City of Crystal Lake move to approve the updated Intergovernmental Agreement. Once all three entities have completed that process, SEECOM will place it back on the agenda for final approval.

RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20__ (the “Effective Date”) by and between the Village of Algonquin, in McHenry and Kane County, the Village of Cary, and the City of Crystal Lake in McHenry County (individually, each referred to by name or as a “Party”) and collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Parties hereto, each previously operated independent dispatch/public safety communication facilities; and

WHEREAS, the Parties hereto previously determined that there was a need by local government within southeastern McHenry County for a centralized public safety communications system; and

WHEREAS, in 2003, the Parties hereto entered into an Intergovernmental Agreement (hereinafter, the “2003 Intergovernmental Agreement”) in order to create a cooperative joint venture arrangement to provide communications services for emergency public safety purposes; and

WHEREAS, the name by which this arrangement is known is the SOUTHEAST EMERGENCY COMMUNICATIONS (hereinafter, “SEECOM”); and

WHEREAS, SEECOM has been a model of intergovernmental cooperation and has successfully served the public safety communication needs of the Parties hereto as well as providing, by contract, the public safety communication needs of other public safety agencies which are not Party to this Agreement (such other public safety agencies shall hereinafter be referred to collectively as the “Contracted Parties”); and

WHEREAS, the 2003 Intergovernmental Agreement included an agreement term of 15 years from May 1, 2003; and

WHEREAS, the 2003 Intergovernmental Agreement also allowed for automatic renewal by the Parties hereto for successive 5-year periods commencing May 1 of each 5-year period until notice of termination is given as provided in the 2003 Intergovernmental Agreement; and

WHEREAS, Section 15 of the 2003 Intergovernmental Agreement detailed the Facilities of SEECOM and the annual payment to be made during the term of the 2003 Intergovernmental Agreement for use of the space; and

WHEREAS, subsequently, the Executive Board of SEECOM determined that a portion of the second floor of the new police building, located at 100 W. Woodstock Street, Crystal Lake, IL would be better suited for the facilities of SEECOM. An Intergovernmental Agreement Amendment (hereinafter, the “2003 Intergovernmental Agreement Amendment”) was executed in order to recognize a portion of the second floor of the new police building, located at 100 W. Woodstock Street, Crystal Lake, IL as SEECOM’s Facilities; and

WHEREAS, on December 2, 2003, a lease agreement was executed between the City of Crystal Lake and SEECOM (hereinafter, the “2003 Lease Agreement”) providing for SEECOM’s Facilities to be located in a portion of the second floor of the new police building, located at 100 W. Woodstock Street, Crystal Lake, IL; and

WHEREAS, on July 6, 2004, a lease agreement amendment was executed between the City of Crystal Lake and SEECOM (hereinafter, the “2004 Lease Agreement Amendment”) providing for SEECOM’s Facilities to be located in a portion of the basement of the new police building, located at 100 W. Woodstock Street, Crystal Lake, IL; and

WHEREAS, on March 8, 2007, SEECOM and the City of Crystal Lake entered into a Repayment Agreement (hereinafter, the “2007 Repayment Agreement”) whereby SEECOM agreed to repay to the City of Crystal Lake all bond principal and interest for bonds that the City of Crystal Lake issued on behalf of SEECOM. A true and correct copy of the 2007 Repayment Agreement is attached hereto and made a part hereof as Exhibit A.; and

WHEREAS, the repayment obligations of SEECOM pursuant to the Repayment Agreement have been satisfied in full; and

WHEREAS, in 2012, SEECOM and the City of Crystal Lake entered into a Memorandum of Understanding (hereinafter, the “2012 Memorandum of Understanding”) providing for a mechanism for City of Crystal Lake personnel to perform SEECOM’s maintenance responsibilities in exchange for payment to the City; and

WHEREAS, in 2014, SEECOM and the City of Crystal Lake entered into another Memorandum of Understanding (hereinafter, the “2014 Memorandum of Understanding”) providing for the installation of a SEECOM roof-mounted, omnidirectional, RF antenna and support cabling at the Crystal Lake City Hall; and

WHEREAS, the Village of Algonquin, the Village of Cary, and the City of Crystal Lake wish to continue operating SEECOM as a model of intergovernmental cooperation and agree to enter this this Agreement (hereinafter, the “2023 SEECOM Agreement”); and

WHEREAS, the 2023 SEECOM Agreement will supersede the following agreements:

2003 Intergovernmental Agreement

2003 Intergovernmental Agreement Amendment

2003 Lease Agreement

2004 Intergovernmental Agreement Amendment

2004 Lease Agreement Amendment

2012 Memorandum of Understanding

2014 Memorandum of Understanding

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Recitals. The foregoing recitals are hereby repeated and incorporated as though fully set forth herein.
2. Parties. Each of the Parties to this Agreement is a municipal corporation organized and existing under the authority of the Municipal Code (chapter 65, Illinois Compiled Statutes) and predecessor statutes.
3. Purpose. The purpose of this Agreement is to unite the Parties in a cooperative joint venture arrangement to provide communications services for emergency public safety purposes.
4. Name. The name by which this arrangement shall be known as the SOUTHEAST EMERGENCY COMMUNICATIONS (“SEECOM”) and this Agreement may hereinafter and in other legal documents be referred to as the “2023 SEECOM Agreement” which shall consist of all of the local governments signatory hereto and also those local governments which may hereinafter become signatory hereto.
5. Public Agency Established. Pursuant to the joint authorization of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, the Parties do hereby join together to establish a cooperative joint venture for the joint and mutual operation of a centralized public safety communications system, to be known as SEECOM which shall

consist of all the Parties hereto and also those local governments which may hereinafter become signatory hereto.

6. Term of Agreement/Definition of Fiscal Year. This agreement shall be in effect for a period of 20 years from the Effective Date. Thereafter, it shall automatically be renewed with no affirmative action by the entities for successive 5-year periods commencing May 1 of each 5-year period until notice of termination is given as provided in Section 19 below. The terms “Fiscal Year” and “Year” as used herein, shall mean the period beginning May 1 and ending on April 30 each year during which the Agreement is in effect.

7. Organization. The Parties understand that SEECOM is a cooperative joint venture for the mutual operation of a centralized public safety communication system and not a subunit of any existing emergency services provider or law enforcement entity. The Executive Board of SEECOM shall consist of three (3) voting members, being the Village Manager/Village Administrator/City Manager of each of the Parties (or a staff designee for a Party). Two (2) nonvoting members shall also sit on the Executive Board. The two (2) nonvoting members shall consist of one (1) member from the Fire Services Advisory Board and one (1) member from the Law Enforcement Advisory Board as provided in Section 9 below. Each representative of the advisory boards to the Executive Board shall serve for a term of two (2) years and shall be elected in accordance with the provisions of Section 9. Each voting member of the Executive Board shall be entitled to cast one vote on each matter before the Board for action, and a majority of Board members present and voting shall be required for the Board to act. The Executive Board shall meet at least once every 60 days, with one meeting being held in May, at which time a chair of the board shall be elected by the Executive Board members. The Chair or a majority of the members of the Board shall have the authority to call meetings. The Executive

Board may implement rules, policies, procedures and committees as it deems necessary to carry out the mission of SEECOM. No rule, policy, procedure, or commitment will be inconsistent with the terms of this Agreement.

8. SEECOM Executive Director. The Executive Board shall hire and/or terminate employment of an Executive Director by a majority vote of the Executive Board. The Executive Director will report to the Executive Board. The Executive Director shall be responsible for the preparation and presentation of the Annual budget for approval of the Executive Board. The Executive Director shall be responsible for the day-to-day activities of SEECOM which shall include the operation of equipment and personnel associated with providing emergency communications services within the area, staff disciplinary matters, staff training, budget preparation/administration, and overall general operation of SEECOM as permitted by law or contractual agreement.

9. Advisory Boards. Two advisory boards shall be established, one (1) for fire services and one (1) for law enforcement. One (1) professional full- or part-time fire or rescue staff representative from each participating fire entity, including those entities with a seat on the Executive Board, will maintain a seat on the Fire Advisory Board and one (1) professional full- or part-time law enforcement staff representative from each law enforcement entity, including those entities with a seat on the Executive Board, will maintain a seat on the Law Enforcement Advisory Board. Each advisory board shall elect one of its members to the Executive Board as a nonvoting member. Each such non-voting member shall serve for a term of two (2) years. Each elected non-voting member may designate a full- or part-time professional employee from their own agency to serve as their designee. The purpose of the advisory boards shall be to provide advisory recommendations to the Executive Board as well as to the SEECOM Executive

Director. Each representative of the respective advisory boards shall be entitled to cast one vote on each matter before the Advisory Board for action, and a majority of the Advisory Board members present and voting when there is a quorum of members shall be required for the Advisory Board to act. The Advisory Boards shall meet at least every 6 months, with one meeting being held in May, at which time a chair of the board shall be elected by the representative members. The chair, SEECOM Executive Director, or a majority of the members of the Advisory Board shall have the authority to call meetings. The Advisory Board shall have authority to adopt its own rules or by-laws to govern its own deliberation and proceedings. Advisory Board rules or bylaws must be submitted and approved by the Executive Board.

10. Finances.

A. Establishment of Budget: By March 31st of each Fiscal Year, the SEECOM Executive Director shall develop and submit to the Executive Board an annual budget for following Fiscal Year for the review and, if appropriate, approval by the Executive Board (the “Annual Budget”). The Annual Budget shall include, at a minimum:

1. The anticipated total operating expenditures of SEECOM, as described in Section 11, including anticipated capital expenditures for such Fiscal Year; and
2. All anticipated revenues which may be received from agencies which SEECOM has contracted with to provide public safety communication needs; and
3. All anticipated revenues which SEECOM may receive from all other sources including but not limited to ETSB payments; and
4. All anticipated revenue from each of the Parties during the Fiscal Year for public safety calls from within each Party’s jurisdiction, based upon a cost per call rate to be established and approved by the Executive Board for each Fiscal Year.

B. Payment for Public Safety Communication Services Provided to Parties. Each of the Parties shall be responsible for payment to SEECOM for all calls for service received by SEECOM from such Party's jurisdiction based upon the cost per call rate established by the Executive Board for the then current Fiscal year. Such payments shall be made to SEECOM on a _____ basis [**quarterly, monthly etc.**]. Each Party agrees that during such time as such Party remains a party to this Agreement SEECOM shall be the exclusive provider of the public safety communication needs of other public safety agencies operated by such Party.

C. Maintenance of Record of Cost of Operation. Accurate records of the cost of operating SEECOM shall be maintained by the Executive Director, and shall be available for inspection by a duly authorized agent or employee of a Party to the SEECOM Agreement during regular business hours. The financial records of SEECOM shall be audited annually by auditors selected by the Executive Board, and the cost of the audit shall be a cost of operating SEECOM.

11. Operational Expenses. The following costs shall be deemed operational expenses of SEECOM included within the Annual Budget:

- A. Employee salaries and fringe benefits;
- B. Contractual services, utilities, telephone, or other expenses incurred with the space occupied by SEECOM (Note: Rental expenses are addressed in Section 16);
- C. Materials and supplies for the operation of the communications center;
- D. Capital expenditures for the communications center, radio, and computer hardware located and maintained with the communication center;
- E. Mandates by regulatory authorities required to operate a Public Safety Answering Point (PSAP);

- F. All labor relations costs;
- G. Training and travel costs of employees of SEECOM;
- H. All costs for fixed charges, lease or rental of equipment and services necessary to operate the communications center;
- I. All original equipment and upgrade costs;
- J. All applicable Federal Communications Commission (FCC) licensing;
- K. All antennas, towers, microwave and fixed radio equipment;
- L. All costs of insurance, including without limitation Executive Director and officer liability coverages
- M. Any and all other costs as are attributable to the operations of the communications center and which are not the responsibility of the Party as defined below:

- 1) Each Party will be responsible for any and all costs for mobile and portable equipment.
- 2) Each Party will be responsible for any and all costs associated with such Party's connection fees and equipment costs for connection to external information sources, including but not limited to the LEADS system operated by the Illinois State Police and the NCIC operated by the Federal Bureau of Investigation.
- 3) Each Party agrees that the costs related to providing window and walk-up traffic for its public safety agency, if any, will be the cost of each respective Party.
- 4) Each Party shall be responsible for costs related to construction of any Outdoor Warning Sirens as well as cost of connection of such Outdoor Sirens to the communication center. Each Party shall also be responsible for the activation, maintenance and, if available, monitoring of their respective Outdoor Sirens.

12. Capital Expenditures. To the extent that capital costs are not met by the total revenues derived in accordance with Section 10, each Party shall be responsible for the payment of such capital costs shortfall based upon the actual capital cost shortfall amount multiplied by the Party's proportional share of the combined total number of calls for services received from all of

the Party's respective jurisdictions. This same formula shall be applied if any future capital costs are financed by the issues of a bond issued by a home rule community. Any future bond issuances will require a repayment agreement, similar to the 2007 Repayment Agreement. The Executive Board shall have the authority to enter into a repayment agreement for any future bond issues on behalf of SEECOM.

13. Powers. SEECOM shall have the power, in its own name, to sue and be sued, to make and enter into contracts, employ agents and employees, acquire, lease, hold and dispose of both real and personal property. SEECOM shall also have the express power to provide for the benefits of its employees, including but not limited to, group life, health, accident, hospital and medical insurance, or any combination thereof; and to pay for all or any portion of premiums on such insurance. The Executive Board shall have authority to adopt its own rules or by-laws to govern its own deliberation and proceedings. In addition, the advisory boards shall have the authority to adopt its own rules or bylaws to govern its own deliberations and proceedings contingent upon these rules or bylaws being submitted to and approved by the Executive Board. SEECOM shall not have eminent domain powers or the power to levy taxes.

14. Commencement. The Commencement of the 2023 SEECOM Agreement shall be _____, 2023. This day shall hereinafter be referred to as the "Commencement Date".

15. Equipment. The communications equipment, which shall be utilized for the SEECOM Center, will be owned jointly by the three parties to this agreement, except for equipment referred to in Section 11 (M). It shall be the responsibility of the SEECOM Executive Director to maintain sufficient records at all times to enable the parties to this Agreement to identify the SEECOM equipment and to establish the depreciated value of that equipment at any time during the life of this Agreement or any extensions thereof.

16. Leased Facilities and Payment of Rent. The Executive Board shall have the authority to enter into a lease agreement for this space in substantially the form attached hereto as Exhibit B (the "Lease").

A. Description of Leased Facilities. The facilities to be occupied by SEECOM pursuant to the Lease, ("Leased Facilities") shall include:

1. 8,845 square feet of area located in the basement of the City of Crystal Lake City Hall located at the Property as depicted in Exhibit C.
2. 2,2127 square feet of land locate at the Property as depicted in Exhibit D, which space shall be used for a communications tower, equipment building, power generator, and access road.
3. Area for mounting of a SEECOM roof-mounted, omnidirectional, RF antenna and support cabling at the Property as depicted in Exhibit E.
4. Also include land area adjacent to the Property for the outdoor housing of heating and cooling equipment and generators for use by SEECOM as depicted in Exhibit F.
5. Area located on the roof of the City Hall building (as depicted in Exhibit G) to allow for the installation of a Verizon Wireless BDA antenna to enhance mission critical services within the SEECOM server room, providing back up of the SEECOM/Crystal Lake Outdoor Warning Sirens and the ETSB Text to/from 9-1-1
6. SEECOM shall also be entitled to a proportionate amount of parking spaces (approximately 30 spaces) as may be available on the City Hall Site as designated from time to time by the City Manager or his designee (the "Associated Parking"). Ingress to and egress from the Leased Premises shall be as may be designated from time to time by the City Manager or his designee.

B. Payment of Rent. Rent for the Leased Facilities, as defined by the Lease attached hereto as Exhibit B.

17. Personnel. The Executive Board, through the standard budgetary process, shall determine the number of persons employed on behalf of SEECOM. It is the intent of all parties

that SEECOM, under the direction of the SEECOM Executive Director, shall be solely responsible for all items relating to insurance, retirement plan, payroll services and other services in addition to hiring, promotion, discipline and discharge.

18. Insurance and Indemnification.

A. SEECOM shall procure and maintain, during the term of this Agreement and any extension thereof, sufficient insurance to cover the replacement value of the SEECOM equipment against fire and extended coverage risks. SEECOM shall also procure and maintain, during the term of this Agreement and any extension thereof, liability insurance with a single limit of at least \$5,000,000.00 and contractual liability insurance with a single limit of at least \$2,000,000.00 insuring SEECOM against liability for any alleged act or omission in connection with SEECOM's operation.

B. To the fullest extent permitted by law, the parties agree that SEECOM shall hold harmless, protect, indemnify, defend and reimburse each party, its officials, employees, successors and assigns for injury, damage, liability, judgment, suit, claim, or other cause of action (a "Claim") as a result of any actions, activities or failure to act by SEECOM, its employees, officers, agents and independent contractors arising from or in any way connected with this Agreement, excepting those Claims arising solely from the negligent acts or omissions of the parties.

C. The Parties intend that SEECOM, its officers, agents and employees are protected by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, the Emergency Medical Services (EMS) Systems Act, and the Emergency Telephone System Act.

D. Each policy of insurance obtained by SEECOM shall name each Party as an additional insured. Each policy of insurance required to be purchased under this Section shall be

available at the SEECOM Center for inspection by a duly authorized agent or employee of each party during regular business hours. The cost of any such insurance shall be a cost of operating SEECOM, to be borne by the parties hereto in the same manner as other costs in accordance with Section 10.

E. To the extent that SEECOM or any of the Parties faces any Claim solely as a result of the acts or omissions of a Party, to fullest extent permitted by law, ~~each~~ such Party agrees to hold harmless, protect, indemnify and defend and reimburse SEECOM and each of the other Parties, their officials, employees, successor and assigns for any actions, activities or failure to act by the indemnifying Party, its employees, officers, agents and independent contractors arising from, or in any way connected with this Agreement or the indemnifying Parties provision of police fire or other emergency services, excepting those negligent acts or omissions of the indemnified Parties in connection such Claim(s).

19. Term; Termination.

A. The initial term of this Agreement shall be 20 years, terminating as of _____, 2043. Except as otherwise provided in this Section, after the initial term the Agreement shall be extended by successive five (5) year renewal terms.

B. The participation of any party in SEECOM shall be automatically terminated upon the expiration of thirty (30) days following written notice of default being delivered to any Party, notifying such Party of its default of its obligations under this Agreement, which default has not been cured within thirty (30) days of the date of such notice. Any defaulting party shall remain liable for its fair share of the capital expenditures incurred prior to the effective date of ~~their~~ its default. Upon the occurrence of any default, it shall be the duty of the chair of the Executive Board to give notice to the defaulting party. The defaulting Party may make

application to the Executive Board for re-entry without penalty upon proof of all defaults being satisfied within 90 days of the original default.

C. In addition to such automatic termination or termination by default of a Party, any Party may voluntarily terminate its participation by giving written notice to each other Party twenty-four (24) months before such Party's desired termination date, provided that no such voluntarily termination shall be effective earlier than ten (10) years following the Effective Date. Any Party seeking to terminate its participation at the conclusion of the initial twenty (20) year term, shall give written notice to each other Party of its intention not to renew this Agreement twenty-four (24) months before the expiration of the initial twenty (20) year term.

D. Regardless of the manner in which termination is effected (including but not limited to dissolution pursuant to Section 19(E), below) the terminated Party shall pay its proportional share of the capital expenditures incurred under Section 12 prior to termination. In the event of a terminating event as a result of a default during the initial twenty year term or any subsequent renewal term, the terminated party shall, in addition to its proportionate share of the capital expenditures incurred under Section 12 prior to termination, shall also pay the anticipated revenue to be derived from the defaulting party for a period of 24-months following the effective date of termination. Such payment of anticipated revenue shall be based upon the approved Annual Budget for such Fiscal Year in which the defaulting Party participation in SEECOM has been terminated.

E. In the event of dissolution of SEECOM the Executive Board shall authorize the sale of all capital assets of SEECOM and SEECOM shall reimburse the Parties for their respective shares of proceeds derived from the sale of such capital assets. Such reimbursement shall be calculated utilizing a percentage based upon each Party's share of the combined calls received

from all of the Party's respective jurisdictions during the Fiscal Year immediately preceding the dissolution. All other assets of SEECOM shall be distributed proportionally, after all liabilities are satisfied, utilizing the same percentage calculation.

20. Additional Entities. In addition, the SEECOM Executive Board may contract services to other governmental agencies on an annual basis if deemed to be beneficial to SEECOM.

21. Amendments. This Agreement may be amended in writing at any time by all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each party.

22. Contracts. As provided in Section 13, SEECOM may enter into any contracts determined by the Executive Board to be reasonably necessary to implement the purpose of this Agreement, provided that no such contract shall, without the express approval of all parties to this Agreement, increase the amount which any Party would otherwise be required to pay under Section 10 hereof during the Fiscal Year in which the contract becomes effective. No officer, agent, employee or director of SEECOM shall have any authority under this Section to extend the contractual liability of any entity hereto in a manner not permitted by law. Any contract which any one entity to this Agreement could not by law enter into without public notice and competitive bids shall not be entered into by SEECOM without public notice and competitive bids. The Executive Board may adopt any notice and bidding procedures consistent with law. Further, SEECOM may cooperate with any party in the purchase or sale of any real property or personal property.

23. Severability. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or any other part.

24. Notices. Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, to the address or addresses of the entities following their signatures at the end of this Agreement. An entity can change the address to which notices relating to SEECOM intended for the Party are to be sent via written notice.

25. Miscellaneous. Section titles are descriptive only and do not in any way limit or expand the scope of this Agreement, which is not in any way transferable by any entity hereto.

26. Quorum.

A. Except as otherwise provided below, the entire voting members of the Executive Board shall constitute a quorum for the transaction of business at any meeting of the Executive Board, provided that if less than a quorum of the Executive Board is present at said meeting, a majority of the Executive Board present may adjourn the meeting to another time without further notice.

B. Notwithstanding the quorum requirements of this Section 26, , in the event that any Party representative on the Executive Board fails to attend two (2) consecutive meetings, the quorum shall be reduced to a majority of the voting members of the Executive Board until such time that a quorum as set forth in this Section 26 can be achieved.

C. A majority of each respective Advisory Board shall constitute a quorum for the transaction of business at any meeting of each respective Advisory Board, provided that if less than a majority of the respective Advisory Board is present at said meeting, a majority of the respective Advisory Board may adjourn the meeting to another time without further notice.

In witness whereof, the parties, pursuant to authority granted by ordinances adopted by each of them, have caused this Agreement to be executed by their mayors and attested by their city clerks and their corporate seals affixed the day and year first written above.

THE VILLAGE OF ALGONQUIN, a Municipal Corporation

ATTEST
2200 Harnish Drive
Algonquin, IL 60102

Village Clerk

Village President

THE VILLAGE OF CARY, a Municipal Corporation

ATTEST
655 Village Hall Drive
Cary, IL 60013

Village Clerk

Village President

THE CITY OF CRYSTAL LAKE, a Municipal Corporation

ATTEST
100 W. Municipal Complex
P.O. Box 597
Crystal Lake, IL 60039

City Clerk

Mayor

EXHIBIT A

REPAYMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Crystal Lake ("CITY"), an Illinois municipal corporation, and Southeast Emergency Communications ("SEECOM"), a unit of intergovernmental cooperation, this 8th day of MARCH, 2007.

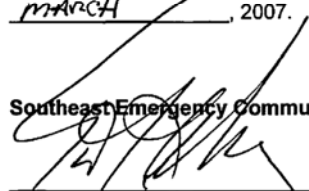
Section 1. The CITY has used its bonding authority to sell bonds whose purpose was to finance the development of SEECOM. These bonds were sold in December 2004. SEECOM has used the proceeds of that sale to finance the purchase of equipment and the build-out of its tenant space in the CITY's municipal building.

Section 2. SEECOM, under the authority of paragraphs 10 and 11 of the Intergovernmental Agreement which created SEECOM, has the authority to expend funds for stated purposes (paragraph 10) and to levy portions of initial capital costs to its members (paragraph 11).

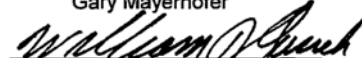
Section 3. SEECOM hereby agrees to repay to the CITY all bond principal and interest amounts as set out in the Debt Service Schedule attached to this Agreement as Exhibit 1.

WHEREFORE, the parties have signed this Agreement this 8th day of MARCH, 2007.

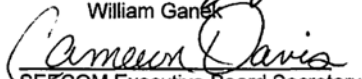
Southeast Emergency Communications



SEECOM Executive Board Chair
Gary Mayerhofer

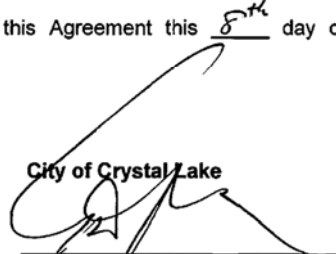


SEECOM Executive Board Vice-Chair
William Ganek



SEECOM Executive Board Secretary
Cameron Davis

City of Crystal Lake



City Manager
Gary Mayerhofer

Table 5

The City of Crystal Lake
 SEBOM Project
 1 Yr Capitalized Interest
 Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
6/15/ 5			52,853.75	52,853.75	
12/15/ 5			52,853.75	52,853.75	105,707.50
6/15/ 6			52,853.75	52,853.75	
12/15/ 6	185,000.00	3.000000	52,853.75	237,853.75	290,707.50
6/15/ 7			50,078.75	50,078.75	
12/15/ 7	190,000.00	3.000000	50,078.75	240,078.75	290,157.50
6/15/ 8			47,228.75	47,228.75	
12/15/ 8	195,000.00	3.000000	47,228.75	242,228.75	289,457.50
6/15/ 9			44,303.75	44,303.75	
12/15/ 9	195,000.00	3.000000	44,303.75	239,303.75	283,607.50
6/15/10			41,378.75	41,378.75	
12/15/10	205,000.00	3.100000	41,378.75	246,378.75	287,757.50
6/15/11			38,201.25	38,201.25	
12/15/11	210,000.00	3.100000	38,201.25	248,201.25	286,402.50
6/15/12			34,946.25	34,946.25	
12/15/12	215,000.00	3.100000	34,946.25	249,946.25	284,892.50
6/15/13			31,613.75	31,613.75	
12/15/13	225,000.00	3.100000	31,613.75	256,613.75	288,227.50
6/15/14			28,126.25	28,126.25	
12/15/14	230,000.00	3.375000	28,126.25	258,126.25	286,252.50
6/15/15			24,245.00	24,245.00	
12/15/15	240,000.00	3.400000	24,245.00	264,245.00	288,490.00
6/15/16			20,165.00	20,165.00	
12/15/16	250,000.00	3.600000	20,165.00	270,165.00	290,330.00
6/15/17			15,665.00	15,665.00	
12/15/17	260,000.00	3.800000	15,665.00	275,665.00	291,330.00
6/15/18			10,725.00	10,725.00	
12/15/18	270,000.00	3.900000	10,725.00	280,725.00	291,450.00
6/15/19			5,460.00	5,460.00	
12/15/19	280,000.00	3.900000	5,460.00	285,460.00	290,920.00
	3,150,000.00		995,690.00	4,145,690.00	
ACCRUED	3,150,000.00		995,690.00	4,145,690.00	

Dated 12/15/ 4 with Delivery of 12/15/ 4
 Bond Years 28,440,000
 Average Coupon 3.501020
 Average Life 9.028571
 N I C % 3.501020 % Using 100.0000000
 T I C % 3.482525 % From Delivery Date

EXHIBIT B

2020 LEASE AGREEMENT

EXHIBIT C

Building Portion of the Leased Facilities

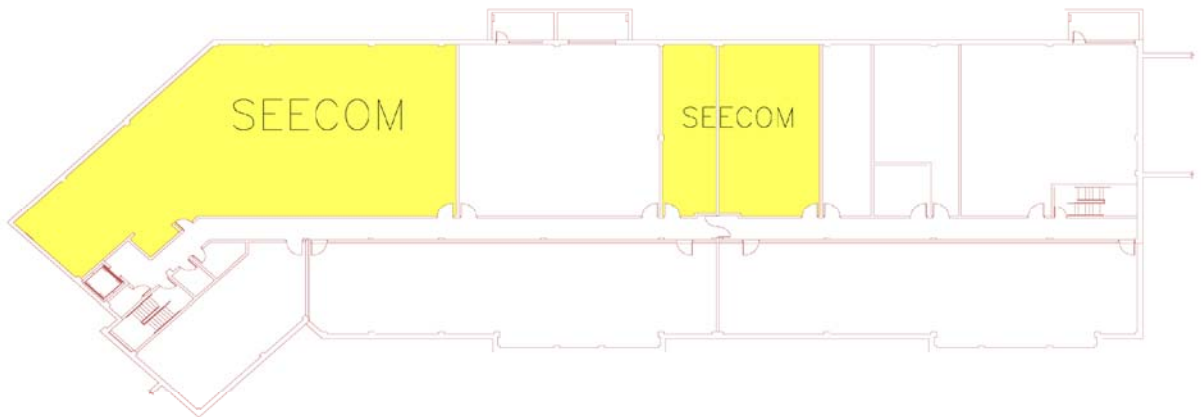


EXHIBIT D

Legal Description of the Land Portion of the Leased Facilities

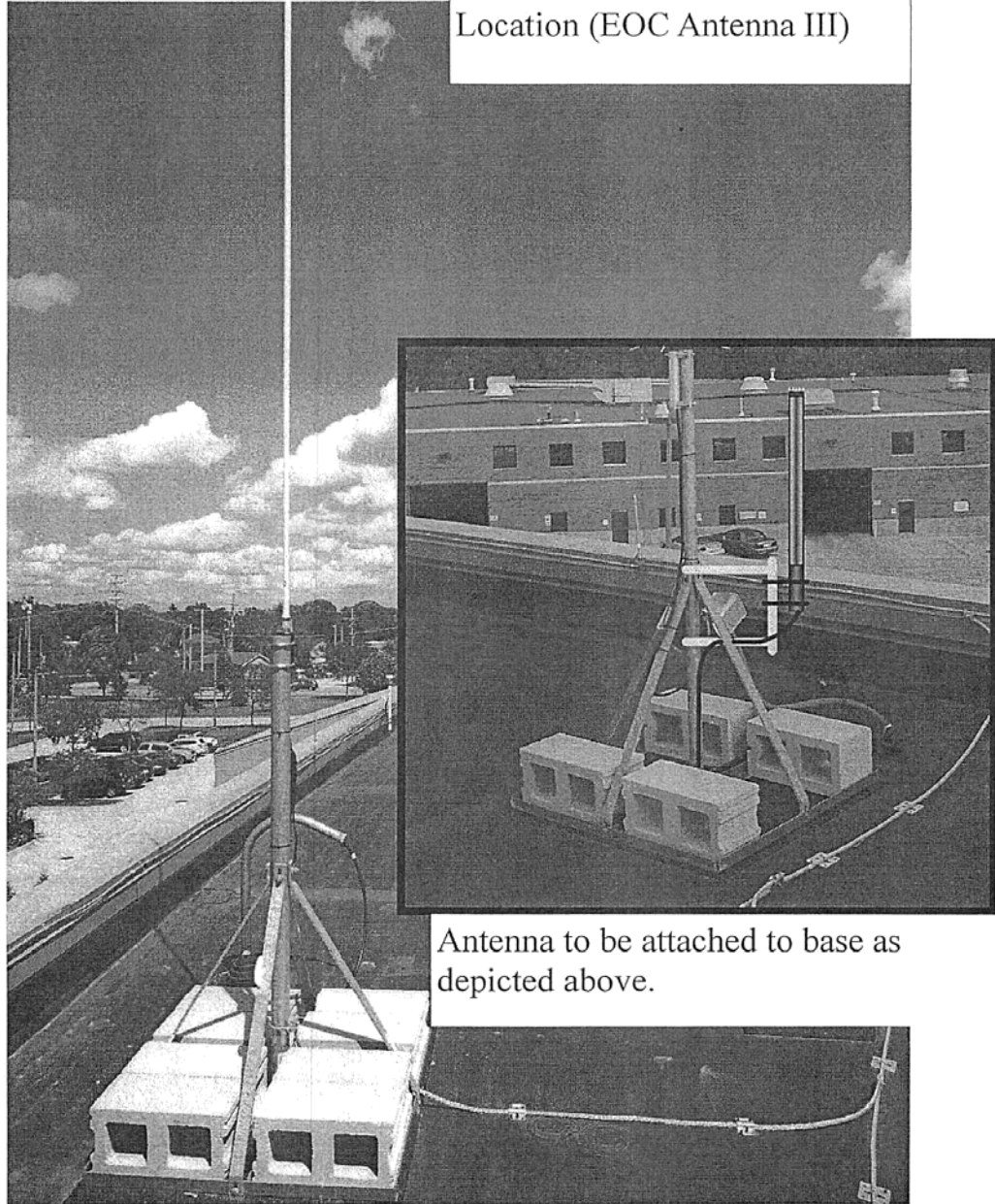
The fenced area consisting of 1,491 square feet and the gravel driveway consisting of 636 square feet for a total tower area of 2,127 square feet generally located at the southeast corner of the property legally described below. The North 308.00 feet of that part of the Southeast Quarter of Section 32, Township 44 North, Range 8, East of the Third Principal Meridian, described as follows: Commencing at a point on the West line of said Southeast Quarter, 824.28 feet North of the Southwest corner of said Northwest Quarter of the Southeast Quarter (said point being the Southwest corner of the property conveyed from Phillip R. Frederick and Lena M. Peterson, to Public Service Company of Northern Illinois, by deed dated May 26, 1949 and recorded June 29, 1949 as Document No. 221589, in Book 344 of Records, at page 290; thence East along the South line of said Public Service Company property, a distance of 458.00 feet to the Southeast corner of said Public Service Company's property; thence South along a line that forms an angle of 91° 19' to the right with the prolongation of the last described course, a distance of 825.80 feet, more or less, to the South line of said Northwest Quarter of the Southeast Quarter; thence West along the South line of said Northwest Quarter of the Southeast Quarter, a distance of 350.00 feet; thence North, parallel with the West line of the said Northwest Quarter of the Southeast Quarter, a distance of 385.84 feet; thence West, parallel with the South line of said Northwest Quarter of the Southeast Quarter, a distance of 116.20 feet to the West line of said Southeast Quarter; thence North along the West line of said Southeast Quarter, a distance of 438.34 feet, more or less, to the place of beginning in McHenry County, Illinois.



EXHIBIT E

Depiction of Roof Area of Leased Facilities

SEECOM Antenna Installation
Location (EOC Antenna III)



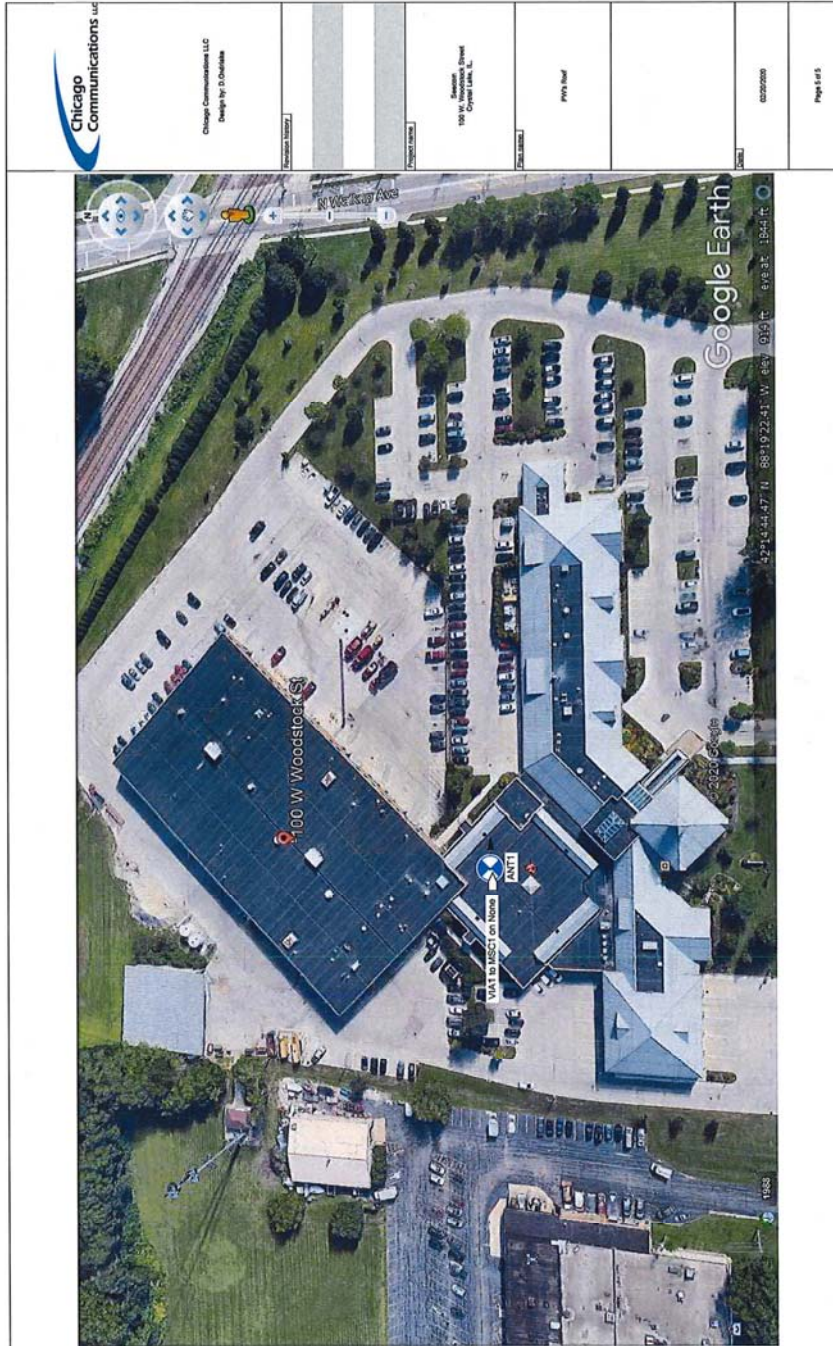
Antenna to be attached to base as
depicted above.

EXHIBIT F

Outdoor Heating/Cooling Area of Leased Facilities

EXHIBIT G
Verizon Wireless BDA antennae

Exhibit D



2023 LEASE AGREEMENT

Agreement of Lease (the "Lease"), made as of this ____ day of _____ 2023, between the CITY OF CRYSTAL LAKE, an Illinois municipal corporation, 100 W. Woodstock Street, Crystal Lake, Illinois 60014 (hereinafter referred to as "Lessor") and SOUTHEAST EMERGENCY COMMUNICATION, an association of local governments comprised of the Village of Algonquin, Village of Cary and City of Crystal Lake (SEECOM), (hereinafter referred to as "Lessee"), the terms "Lessor" and "Lessee" to include their successors and assigns wherever the context so requires or permits.

I

DESCRIPTION OF PROPERTY

In consideration of the mutual covenants contained herein, Lessor hereby leases to Lessee, and the Lessee hereby leases from the Lessor that portion of the property (defined below) commonly known as 100 W. Woodstock Street, Crystal Lake, Illinois (the "Property"): The space for use by SEECOM shall include (collectively, the "Leased Premises"):

- 8,845 square feet of area located in the basement of the City of Crystal Lake City Hall located at the Property as depicted in Exhibit A.
- 2,127 square feet of land located at the Property as depicted in Exhibit B which space shall be used for a communications tower, equipment building, power generator, and access road.
- Area for mounting of a SEECOM roof-mounted, omnidirectional, RF antenna and support cabling at the Property as depicted in Exhibit C, subject to the terms of the Memorandum of Understanding attached to said Exhibit C.
- Also include land area adjacent to the Property for the outdoor housing of heating and cooling equipment and generators for use by SEECOM as depicted in Exhibit D.
- Area located on the roof of the City Hall building (as depicted in Exhibit E) to allow for the installation of a Verizon Wireless BDA antennae to enhance mission critical services within the SEECOM server room, providing back up of the SEECOM/Crystal Lake Outdoor Warning Sirens and the ETSB Text to/from 9-1-1

- SEECOM shall also be entitled to a proportionate amount of parking spaces (approximately 30 spaces) as may be available on the City Hall Site as designated from time to time by the City Manager or his designee (the “Associated Parking”). Ingress to and egress from the Leased Premises shall be as may be designated from time to time by the City Manager or his designee.

II.

TERM OF LEASE AND RENT

Subject to paragraph XII (or V and VI) hereof, the term of this Lease shall be for ~~fifteen~~ ~~(15) years~~ a period of twenty (20) years commencing on 2023 (the “Commencement Date”) and ending on April 30, 2042. The period of May 1 through April 30 shall be a “Lease Year” for purposes of this Lease. Rent for each Lease year shall be due in quarterly installments with the first quarterly installment being due on May 1 of the Lease Year, the second installment being due on August 1 of the Lease Year; the third installment being due on November 1 of the Lease Year, and the fourth installment being due on February 1 of the Lease Year. During the Term of this Lease, Lessee shall pay rent for each Lease Year as follows: 1) During the first Lease Year the Lessee shall pay the sum of \$15,000 (hereinafter, the “Base Rent”). For each Lease Year subsequent to the first Lease Year, the Base Rent shall be increased annually effective as of each anniversary of the Commencement Date, by an amount equal to three percent (3%) over the prior year’s Base Rent. Lessor may impose and Lessee agrees to pay a late charge not exceeding ten percent (10%) of any lease payment which is paid more than thirty (30) days beyond the payment due date and which Lessor elects to accept.

The Base Rent shall be absolutely net to Lessor so that every item of expense of every kind related to the Leased Premises shall be incurred and paid by Lessee and to the extent such expenses are first paid by the Lessor, Lessee shall reimburse Lessor for all such incurred and paid expenses as “Additional Rent,” unless expressly otherwise provided in this Lease. By way of example only and not as a limitation to the scope of expenses that will qualify as Additional Rent, Lessee shall be required

to pay for (or reimburse Lessor for) all expenses connected with maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Leased Premises. Additional Rent shall also include any real estate taxes assessed against the Leased Premises (or a pro rata allocation of any taxes assessed against the Lessor's property). The Lessor's property is currently exempt from real estate taxes by reason of its municipal use. The Lessor and Lessee agree to cooperate in filing any exemption requests required by the taxing authority of the County of McHenry and State of Illinois to obtain or maintain an exemption of the Lessor's property and the Leased Premises. Additional Rents shall be due from Lessee to Lessor within 30 days after Lessor issues to Lessee an invoice therefor. (For purposes of this Lease, the term "Rent" shall mean both the Base Rent and any items within the scope of Additional Rent, both as hereinabove defined.)

III

LESSEE'S COVENANTS

The Lessee agrees:

- (a) That it will pay the Rent and Additional Rent at the times and in the manner aforesaid.

Without in any manner limiting the meaning of Additional Rent as described above, it is understood and agreed that the Lessee's obligations to pay Additional Rent shall include the obligation to pay to the City fifteen percent (15%) of the City's cost for contractual janitorial services incurred by the City in relation to City Hall, which janitorial services shall include the Leased Premises.

(b) Lessee agrees that it will deposit with the Lessor on the day each installment payment is due, a sum (herein referred to as "funds") equal to one-twelfth (1/12) of their proportionate share of any real estate taxes assessed against the premises by reason of this Lease which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Lessor hereunder, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each

becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Lease.

If the amount of the funds together with the future monthly deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due, such excess shall be applied first to cure any breach in the performance of the Lessee's covenants or agreements hereunder of which Lessor has given written notice to Lessee and second, at Lessor's option, as a cash refund to Lessee or a credit toward Lessee's future obligations hereunder. If the amount of the funds held by Lessor shall not be sufficient to pay all such charges as herein provided (being 90% of such charges for the entire Property of which the Leased Premises comprise a portion), Lessee shall pay to Lessor any amount necessary to make up the deficiency in such proportionate share within thirty (30) days from the date notice is mailed by Lessor to Lessee requesting payment thereof.

Lessor may not charge for so holding and applying the funds, analyzing said account or verifying and compiling said assessments and bills, nor shall Lessee be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Lease. Upon payment in full of all sums due hereunder, Lessor shall promptly refund to Lessee any funds so held by Lessor.

The Lessor will cooperate with the Lessee in the protest of substantial increases in the real estate taxes or assessed values in order to effect the lowest possible real estate taxes for the Property.

(c) That it will pay its proportionate share of all special assessments for improvements not yet completed.

(d) That it will carry, during the entire term or any extended term hereof, at its own cost and expense, public liability and casualty insurance in an amount reasonably approved by Lessor, insuring Lessee and Lessor (as an additional assured) against any covered liability that may accrue against them or either of them on account of any occurrences in or about the Leased Premises during the term or in consequence of Lessee's occupancy thereof and resulting in personal injury or death or property damage. Lessee shall furnish to Lessor certificates of all insurance and any cancellations of insurance required under this paragraph. Anything in this paragraph III or elsewhere in this Lease to the contrary notwithstanding, neither Lessee nor Lessee's insurers shall have any liability for any claims, demands or actions arising out of or in connection with any act or omission of Lessor or Lessor's employees, contractors, agents, licensees or invitees.

(e) That it will, during the entire term or any extended term hereof, at its own cost and expense, pay the cost of keeping the building improvements on the Leased Premises adequately insured in an amount reasonably approved by Lessor, in reliable companies against damages caused by fire and against other risks covered by standard extended coverage endorsements.

(f) That subject to paragraph IV hereof, it will at all times during the term or any extended term hereof, keep the Leased Premises with the appurtenances, fixtures, installations and equipment attached and related thereto, in good repair and condition as existed on the possession date of this Lease, ordinary wear and tear, fire and other casualty, and breach by Lessor hereunder excepted. Pursuant to paragraph IV hereof, the Lessor shall be responsible for the complete or substantially complete replacement of the roof and other portions of the exterior structure of the Property of which the Leased Premises are a part and certain portions of the systems servicing such Property, in the event it should become necessary.

(g) That it will indemnify, defend and hold harmless Lessor, Lessor's officers, officials, employees, contractors, agents, attorneys, licensees, invitees, successors, heirs and assigns, from and against any and all liabilities, losses, damages, claims and expenses (including, without limitation, reasonable attorneys' fees and costs) (collectively, "Claims") arising out of or in connection with any acts or omissions of Lessee or Lessee's employees, contractors, agents, licensees or invitees in or about the Property.

(h) That, if directly metered for the Leased Premises only, it will promptly pay all gas, electric light, water rates or charges and refuse removal which may become payable, with respect to the Leased Premises only, during the continuance of this Lease for gas, electric, light or water used on the Leased Premises.

(i) That it will not make any alterations or additions in or to the Leased Premises without the written consent of the Lessor. Lessor agrees that Lessee may cause to have installed directional signs within the City Hall Complex that are in keeping with signs installed by the Lessor for its own uses. Such signs and the location thereof shall be approved by the City Manager of Lessor.

(j) That except as otherwise provided herein, it will not assign, sublet or part with the possession of the whole or any part of the Leased Premises without first obtaining the written consent of the Lessor.

(k) That at the expiration of the said term, Lessee will peaceably yield up to the Lessor the premises and all improvements and additions made upon the same in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

(l) That no assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

(m) That it will keep the interior of the Leased Premises in good repair and shall make all necessary repairs and renewals upon the Leased Premises and shall replace broken globes, glass and fixtures with material of the same size and quality as that broken, provided if the Leased Premises shall not be kept in good repair, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of the Lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same in such condition of repair, and Lessee agrees to pay Lessor, as Additional Rent, the reasonable expenses of Lessor in replacing the premises in that condition.

(n) Lessee shall keep the interior of the Leased Premises in good repair and shall make all necessary repairs and renewals upon the Leased Premises including but not limited to all of the repair and maintenance of the HVAC, water, sewer and electrical systems within the Leased Premises which service the Leased Premises.

(o) Repair and Maintenance Responsibilities include the following:

LESSEE	LESSOR
Dome Camera	Sprinkler System
Air phone-push to talk	Fire Alarm
Dry Suppression Systems-Data Centers	Access Control (prox) Card System
Lighting	EM Lighting
Painting	HVAC-Administration
Flooring	Plumbing-Supply & Drains
HVAC-Data Center	Entry Doors- two hallway entry into SEECOM
Phones	IT Networking from PD
Plumbing fixtures	Elevators
Internal Doors & Locks	
Electrical	
Networking	
Appliances	
Radio Tower/Building	

(p) LESSEE may request that employees of the City of Crystal Lake (hereinafter, "Crystal Lake Personnel") provide maintenance and/or repair services to Lessee with respect to

any portion of the Leased Premises. Said request shall be made by the completion of a "Work Request" submitted to the Director of the Department of Public Works of the City of Crystal Lake (hereinafter, "Crystal Lake Public Works Director"). A Work Request, may include a request by Lessee that the City of Crystal Lake perform certain routine inspection and maintenance services with respect to certain specified equipment or systems within the Leased Premises, as may be specified in the Work Request (hereinafter an "Inspection/Maintenance Request"). Any such Inspection/Maintenance request shall include a requested schedule for inspections and/or maintenance and a scope of work related to such inspection and maintenance.

(q) Upon receipt of a Work Request, the Crystal Lake Public Works Director shall make a determination as to whether the City has appropriate equipment and personnel at its disposal to perform the maintenance and/or repair requested by Lessee pursuant to such Work Request and shall provide with a response to the Work Request in a timely manner.

(r) In response to each Work Request, the Crystal Lake Public Works Director shall either deny the Work Request or shall advise Lessee of the equipment and personnel that shall be made available to perform the work requested pursuant to the Work Request. Any Work Request approved by the Crystal Lake Public Works Director shall be identified as an "Approved Work Request". In the event that the Work Request include an Inspection/Maintenance Request, the Crystal Lake Public Works Director shall either approve the terms of the inspection/maintenance schedule and scope of work or shall deny the Inspection/Maintenance Request.

(s) Any Crystal Lake Personnel assigned by the Crystal Lake Public Works Director to perform the services requested pursuant to an Approved Work Request shall remain under the direction and control of the City of Crystal Lake while such employee is engaged in performing such services.

(t) The Crystal Lake Public Works Director shall maintain records of the number of hours expended by Crystal Lake Personnel in completing the maintenance or repair service requested pursuant to an Approved Work Request as well as the reasonable cost for the use of any equipment and/or materials and supplies related thereto.

(u) Following the completion of work performed pursuant to an Approved Work Request, the Crystal Lake Public Works Director shall deliver to Lessee an invoice reflecting the number of hours expended by the Crystal Lake Personnel in performing the services pursuant to the Approved Work Request as well as the City of Crystal Lake's labor costs related to such employee's services. The labor costs reflected in such invoices shall include all hourly wages paid by the City of Crystal Lake to such Crystal Lake Personnel for such services, as well as the cost of benefits paid by the City of Crystal Lake related to such wages and expenses, including but not limited to health insurance, pension and employer's portion of social security expenses (hereinafter, collectively referred to as "Labor Costs"). In addition to the labor costs, the invoice shall also include a reasonable rental cost of any machinery or equipment utilized by the City or Crystal Lake Personnel in performing the services pursuant to the Approved Work Request, as well as all material utilized in connection thereof (hereinafter, collectively referred to as "Material Costs").

(v) Within thirty (30) days of the receipt by Lessee of the invoice for Labor Costs and Material Costs related to an Approved Work Request, Lessee shall remit payment, in full, to the City for the total amount due pursuant to such invoice.

(w) In addition to the provision of maintenance services by the City of Crystal Lake, the City of Crystal Lake and Lessee may also enter into separate maintenance agreements for

particular equipment or systems utilized by Lessee within the Leased Premises, under such terms as may be agreed to by the City of Crystal Lake and Lessee.

(x) That it shall have the right to erect a sign identifying Lessee's business upon the building occupied by the Lessee provided that such signs shall be erected at the sole expense of the Lessee and shall comply with the sign ordinance of the City of Crystal Lake and be subject to approval by the Lessor to ensure that all signs on the building are uniform in nature, which approval shall not be unreasonably withheld or delayed.

(y) That it will not, nor will any approved sublessees, store any hazardous materials within the Leased Premises. Storage of any non-hazardous materials on the Leased Premises will be done in compliance with federal and state laws and city or local ordinances or building codes (or, if none apply, manufacturer's recommendations for storage). The Lessee shall be responsible for the cleanup of any material spilled on the Leased Premises at Lessee's sole expense.

(z) As part of a planned wide area network to be created and used by Lessor, Lessee will permit the Lessor, subject to space availability, to:

- (i) attach equipment onto the Lessee's communications tower,
- (ii) install equipment in the Lessee's equipment building,
- (iii) have access to electricity in the Lessee's equipment building, including electricity from the Lessee's power generator, and
- (iv) have access to the Lessee's fiber optic cable and equipment that runs from the equipment building to the Lessee's area located in the basement of the Property.

IV

LESSOR'S COVENANTS

The Lessor:

(a) Represents that it is seized in fee simple title to the Property, free, clear and unencumbered.

(b) Agrees that, so long as Lessee fulfills the conditions and covenants required of it to be performed, Lessee will have peaceful and quiet possession of the premises.

(c) Represents that Lessor has good right, full power and lawful authority to make this Lease for the full term and any extensions thereof.

(d) Agrees that Lessor shall indemnify, defend and hold harmless Lessee, Lessee's partners, and each of their respective directors, officers, shareholders, employees, contractors, agents, attorneys, licensees, invitees, successors, heirs and assigns, from and against any and all liabilities, losses, damages, claims and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with any acts or omissions of Lessor or Lessor's employees, contractors, agents, licensees or invitees in or about the Property.

(e) Agrees that Lessor, using the funds as provided herein and such other funds from other lessees or other sources as may be required, shall pay any and all real estate taxes and assessments due with respect to the Property of which the Leased Premises constitutes a portion and shall keep and maintain liability and casualty insurance with respect to such Property (including, without limitation, the Building), in reasonable amounts, at all times in full force and effect.

(f) Agrees that no assent, express or implied, by the Lessee to any breach of any of the Lessor's covenants, shall be deemed to be a waiver or any succeeding breach of the same covenant.

(g) Agrees that the Lessor shall be responsible for maintaining the remainder of the building on the Property not under lease to the Lessee including, but not limited to, the payment of all utilities.

V

RIGHT OF RE-ENTRY AND HOLD OVER

If the Lessee or its representatives or assigns shall neglect or fail to perform and observe any covenants which on the Lessee's part are to be performed, or if its leasehold estate shall be taken on execution, or if the Lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors, then the Lessor may, immediately or at any time thereafter and without notice or demand, enter into and upon the Leased Premises or any part thereof and repossess the same as of their former estate and expel the Lessee and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass; and thereupon, this Lease shall terminate, but without prejudice to any remedies which might otherwise be used by the Lessor for arrears of rent or any breach of the Lessee's covenants.

If Lessee retains possession of the Leased Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty (30) days after termination of the term serve five (5) days' written notice upon Lessee that such holding over constitutes either (a) renewal of the Lease for one year, and from year to year thereafter, at double the Base Rent amount of the last year of the written Lease; or, (b) creation of a month to month tenancy, upon the terms of this Lease except at double the monthly rental for the last month of the

Base Rent according to the written Lease; or, (c) creation of a tenancy at sufferance, at a rental of \$40.00 per day for the time Lessee remains in possession. If no such written notice is served, then a tenancy at sufferance with a rental as states at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as previously set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any covenants herein.

VI

TERMINATION OF LEASE IN CASE OF FIRE

(a) If during the term of this Lease, the Leased Premises shall be substantially destroyed by fire, the elements or other causes, then this Lease, at the option of either Lessor or Lessee as provided in this paragraph VI, shall cease and terminate. Thereupon, each of Lessor and Lessee shall be released from any further obligations hereunder, and Lessor shall refund to Lessee the security deposit and any portion of the rent or other payments made by Lessee, but not earned or not due at the time of such destruction. Either Lessor or Lessee may exercise this option to terminate, if at all, by giving written notice thereof to the other, at the other's address set forth in this Lease, by registered or certified mail, return receipt requested, no later than sixty (60) days after the date that the substantial destruction occurred. Such notice of exercise shall be effective upon Lessee's mailing of such notice as aforesaid. If the Leased Premises shall only be partially destroyed by fire, the elements or other causes, then Lessor shall repair such destruction and restore the Leased Premises to its prior condition as soon as practicable, subject to available funds appropriated for such repair or restoration (including insurance proceeds therefor).

(b) Damage to such an extent as to render 50% or more of the floor space of the Leased Premises unusable for Lessee's business shall be conclusively deemed to be "substantial destruction". Damage which renders less than 50% of such floor space unusable for Lessee's business, but which cannot (after the exercise of due diligence) be repaired within one hundred twenty (120) days, shall likewise be conclusively deemed to be "substantial destruction". Damage which renders less than 70% of such floor space unusable for Lessee's business, but which can be repaired within one hundred twenty (120) days, shall be conclusively deemed to be "partial destruction" within the meaning of this Lease.

(c) If the work of repairing any damage (either substantial destruction, if neither party has elected to terminate pursuant to this paragraph VI, or partial destruction) shall not have commenced within one hundred twenty (120) days after the date of a substantial destruction or sixty (60) days after the date of a partial destruction, then Lessee shall have the option to terminate this Lease. Lessee shall exercise this option to terminate, if at all, by giving written notice thereof to Lessor, at Lessor's address set forth in the printed portion of this Lease, by registered or certified mail, return receipt requested, no less than thirty (30) days prior to the effective date of any such termination. Such notice of exercise shall be effective upon Lessee's mailing of such notice as aforesaid. Upon the expiration of the time fixed in such notice, if such repair work shall not have been commenced, then this Lease shall terminate (unless Lessee has revoked its notice of termination).

VII

LIENS

Lessee shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the Property.

If any act or omission of Lessee or claim against Lessee results in a lien or claim of lien against Lessor's title, Lessee upon notice thereof shall promptly remove or release same. If not so released in fifteen (15) days after notice to Lessee to do so, then either: (i) Lessee may contest said lien by first furnishing Lessor with a good and sufficient surety bond issued by a reputable surety or title insurance company acceptable to Lessor to cover the amount of any such lien, or (ii) Lessor may (but need not) pay or discharge the same without inquiry as to the validity thereof at Lessee's expense, and charge any amount paid to discharge the lien as Additional Rent due from the Lessee.

VIII

COSTS AND FEES

Lessee or Lessor shall pay upon demand all costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor or Lessee, incurred by the other successfully in enforcing any of the obligations of the other under this Lease. Lessee or Lessor shall also pay upon demand all costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor or Lessee in any litigation in which Lessor or Lessee shall become involved without their fault because of the actions of the other on account of this Lease.

IX

POSSESSION

The Lessee shall have the right to possession of the Leased Premises immediately.

X

NOTICES

Notices may be served on either party at the respective addresses given at the beginning of this Lease, by mailing (by certified or regular mail, postage prepaid) or personal delivery or facsimile of a notice to either party. Any notice mailed or faxed as provided herein shall be deemed to have been given or made on the date of mailing or faxing. Notice to any one of a multiple person party shall be sufficient service to all.

XI

MISCELLANEOUS

- (a) Provisions typed on this Lease and all Riders attached to this Lease and signed by Lessor and Lessee are hereby made a part of this Lease.
- (b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor which may be necessary for proper and orderly care for the building on the Property.
- (c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.
- (d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- (e) If Lessee shall fail to pay Rent or any other charges payable by Lessee hereunder within ten (10) days after the same is due, Lessee shall be in default under the Lease.
- (f) If Lessor or Lessee shall fail to fulfill any of its covenants or agreements under this Lease (other than Lessee's covenant to pay rent or other charges payable by Lessee hereunder), Lessor or Lessee, as the case

may be, shall give to the other party (the "defaulting party") written notice of such failure. The defaulting party shall then have an opportunity to cure any such failure. In the event that any such failure shall continue after the expiration of a thirty (30) day period after the defaulting party's receipt of the aforesaid written notice, or in the case of a failure that cannot with due diligence be cured within a period of thirty (30) days, if the defaulting party fails to proceed promptly after the receipt of such notice and with all due diligence to cure, the defaulting party shall be in default hereunder.

(g) At the option and sole cost of Lessee, this Lease or a memorandum hereof may be recorded.

XII

SEVERABILITY

In any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such even shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this

day of _____, 2020.

LESSOR:
CITY OF CRYSTAL LAKE, an Illinois
corporation,

By: _____
MAYOR

ATTEST:

LESSEE:
SOUTHEAST EMERGENCY
COMMUNICATION

By: _____

Executive Board Chairman

By: _____

Executive Board Vice-Chairman

ATTEST:

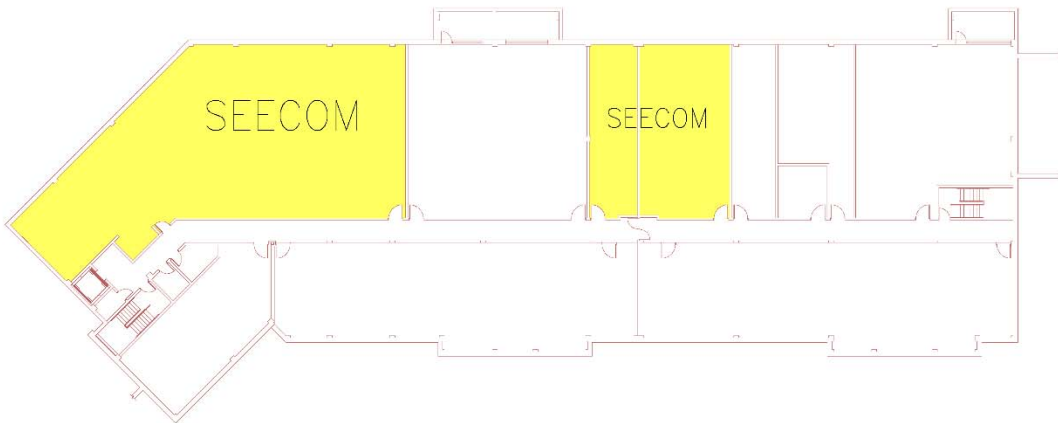
ATTEST:

By: _____
Executive Board Secretary/Treasurer

ATTEST:

2023 LEASE AGREEMENT - EXHIBIT A

8,845 square feet of area located in the basement of the City of Crystal Lake City Hall located at 100 West Woodstock Street, Crystal Lake, Illinois



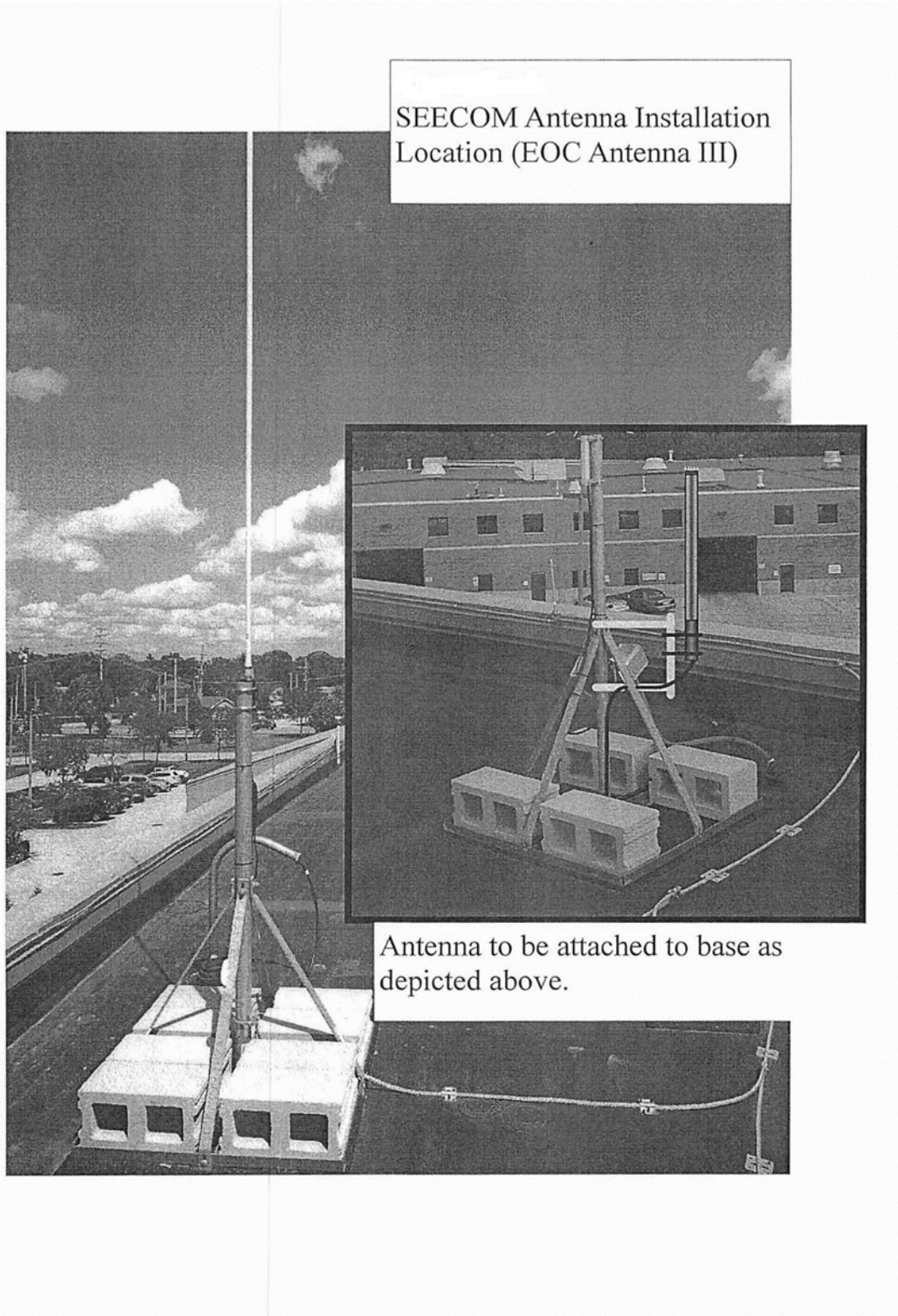
2023 LEASE AGREEMENT - EXHIBIT B

The fenced area consisting of 1,491 square feet and the gravel driveway consisting of 636 square feet for a total tower area of 2,127 square feet generally located at the southeast corner of the property legally described below. The North 308.00 feet of that part of the Southeast Quarter of Section 32, Township 44 North, Range 8, East of the Third Principal Meridian, described as follows: Commencing at a point on the West line of said Southeast Quarter, 824.28 feet North of the Southwest corner of said Northwest Quarter of the Southeast Quarter (said point being the Southwest corner of the property conveyed from Phillip R. Frederick and Lena M. Peterson, to Public Service Company of Northern Illinois, by deed dated May 26, 1949 and recorded June 29, 1949 as Document No. 221589, in Book 344 of Records, at page 290; thence East along the South line of said Public Service Company property, a distance of 458.00 feet to the Southeast corner of said Public Service Company's property; thence South along a line that forms an angle of $91^{\circ} 19'$ to the right with the prolongation of the last described course, a distance of 825.80 feet, more or less, to the South line of said Northwest Quarter of the Southeast Quarter; thence West along the South line of said Northwest Quarter of the Southeast Quarter, a distance of 350.00 feet; thence North, parallel with the West line of the said Northwest Quarter of the Southeast Quarter, a distance of 385.84 feet; thence West, parallel with the South line of said Northwest Quarter of the Southeast Quarter, a distance of 116.20 feet to the West line of said Southeast Quarter; thence North along the West line of said Southeast Quarter, a distance of 438.34 feet, more or less, to the place of beginning in McHenry County, Illinois.



2023 LEASE AGREEMENT - EXHIBIT C

SEECOM roof-mounted, omnidirectional, RF antenna and support cabling at the City of Crystal Lake City Hall located at 100 West Woodstock Street.



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRYSTAL LAKE
AND SOUTHEAST EMERGENCY COMMUNICATION FOR THE INSTALLATION
OF A ROOF-MOUNTED OMNIDIRECTIONAL RF ANTENNA**

This Memorandum of Understanding is entered into between the CITY OF CRYSTAL LAKE, an Illinois municipal corporation, 100 W. Woodstock Street, Crystal Lake, IL 60014 (hereinafter referred to as "the City") and the Executive Board of the SOUTHEAST EMERGENCY COMMUNICATION, a public agency as defined by 5 ILCS 220/6, comprised of the Village of Algonquin, Village of Cary and City of Crystal Lake (SEECOM), (hereinafter referred to as "SEECOM"), the terms "the City" and "SEECOM" to include their successors and assigns wherever the context so requires or permits.

WHEREAS, the City and SEECOM entered into a Lease Agreement ("the Lease") by which the City leases a portion of its police station to SEECOM for use by SEECOM as a centralized public safety communication center; and

WHEREAS, SEECOM desires to install a SEECOM Supplied exterior Omnidirectional RF Antenna (hereinafter referred to as "Antenna") and support card. The Antenna will mount to an existing City antenna base on the roof at 100 W. Woodstock Street (herein referred to as the "Antenna Base").


1. SEECOM may install, operate and maintain the Antenna on the City's Emergency Operations Center (EOC) antenna III base as depicted in *Appendix A* (attached hereto) upon the Antenna Base in accordance with the conditions of this Agreement.
2. SEECOM shall bear all installation and repair costs associated with the initial installation and ongoing use, maintenance and repair of the Antenna.
3. SEECOM agrees that it shall be solely responsible for any damage to property of the City caused by the installation, repair, maintenance or use of the Antenna and that it shall promptly and without charge to the City repair such damage upon demand by the City.
4. SEECOM shall install the Antenna per the methods described in the June 25, 2014 letter from Cartland and Kraus Engineering, LTD as noted in *Appendix B* (attached hereto).
5. If upon the sole determination of the City the antenna causes interference with physical, mechanical, radio frequency, signal, or broadcast activities of the City or compromises the structural integrity of any City equipment or roofing, SEECOM shall upon written or verbal demand of the City, immediately cease all broadcast operations of the Antenna and shall correct the condition causing the broadcast interference and/or structural integrity compromise prior to resuming operation of the Antenna. In the event that such interference or compromise to structural integrity cannot be corrected, to the sole satisfaction of the City, SEECOM shall, within thirty (30) days of written demand by the City he remove the Antenna and all related items installed by SEECOM, and repair all City property utilized in connection with the Antenna to its original condition.
6. SEECOM shall indemnify, defend and hold harmless the City, and its elected and appointed officials, employees and agents from all costs, damages and claims of damages (including reasonable attorneys fees) for injury to persons or death or property damage arising out of or in any way resulting from SEECOM's installation, use, maintenance and or repair of the Antenna.

7. SEECOM shall Procure and furnish all permits, licenses, and governmental approvals and authorizations necessary in connection with the rights granted to SEECOM herein.
8. Following installation and approval of the Antenna SEECOM shall not expand or otherwise modify the Antenna without having first obtained the written approval of the City. The approval of this antenna does not establish a precedence for the approval of future SEECOM antenna.
9. The City of Crystal Lake may terminate this agreement upon 120 day written notice to SEECOM or as soon as practicable in the event that SEECOM ceases to provide 9-1-1 dispatch services for the City of Crystal Lake.
10. This agreement shall be effective upon the execution by both parties and shall remain in effect for a period of three (3) years from the effective date. In the event that this agreement is not terminated by either party, by providing 180 days prior to the end of the term, this agreement shall automatically renew for successive three (3) year terms.
11. Upon the termination of the agreement, SEECOM shall remove the antenna and all attachments, and repair all City property utilized in connection with the installation maintenance and use of the Antenna to its original condition.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 15th day of July, 2014.

CITY OF CRYSTAL LAKE

An Illinois corporation

By: 

Gary J. Mayerhofer, City Manager

ATTEST:



SOUTHEAST EMERGENCY
COMMUNICATION (SEECOM)

By: Christopher D. Call

Executive Board Chairman

ATTEST: Linda Kurling

By: [Signature]

Executive Board Vice-Chairman

ATTEST: ETA

Appendix A
Exterior Installation Specifications

Omnidirectional RF Antenna – SEECOM

July 15, 2014

746-869 MHz, 3 dB Gain MAXRAD Fiberglass Base Station (MFB) Omnidirectional Antennas

This is an omnidirectional base station antenna that provides 3 dB gain within the specified frequency. It is designed for mast mounting.

Features

- N female connector
- Thick walled aluminum mounting base
- White fiberglass radome

RF/Electrical Specifications

Model	Frequency Range	Nominal Gain	Vertical Beamwidth at Half Power	Horizontal Beamwidth at Half Power
MFBW7463	746-869 MHz	3 dB	40°	360°



Mechanical Specifications

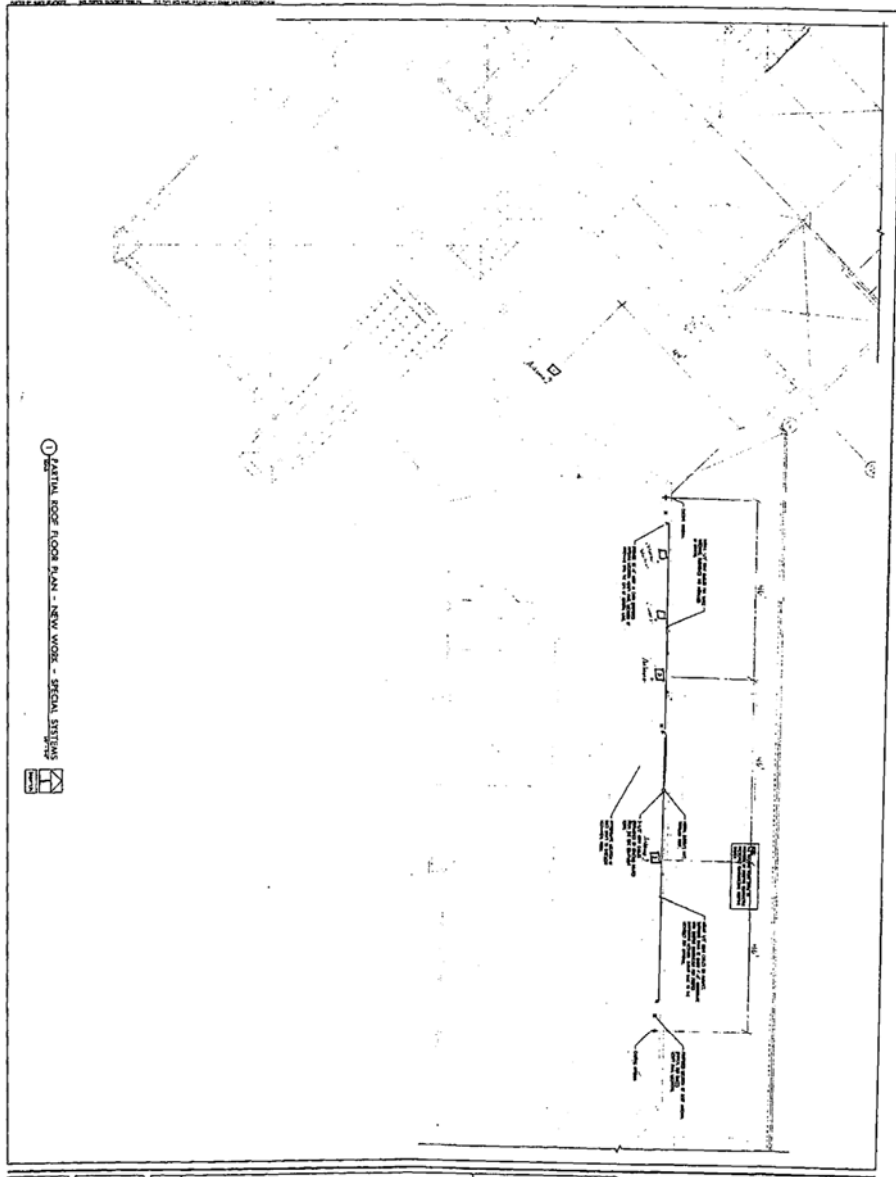
Model	Antenna Length	Weight (Mass)	Temperature Range
MFBW7463	27"	1.5 lbs	-40° C to +70° C

Model	Lateral Thrust at Rated Wind with 1/2" of Ice	Equivalent Flat Plate Area with 1/2" of Ice	Wind Survival with 1/2" of Ice
MFBW7463	20 lbf	.22 ft ²	125 mph



Technical Data

General Specifications: 746-869 MHz omnidirectional antenna
Maximum Power: 50 watts
Normal Impedance: 50 ohms
Polarization: Vertical
VSWR: < 1.8:1
Termination: N female



DATE: 10-10-2005	DESIGN FOR: DATE: 10-10-2005
PROJECT NUMBER: 22065	ASIN: 22065-000
SHEET NUMBER: E-3.4	DATE: 10-10-2005
	DESIGNER: APPROVED: DATE: 10-10-2005

EMERGENCY OPERATION CENTER
 CITY OF CRYSTAL LAKE
 CRYSTAL LAKE, ILLINOIS

METRO
 METRO ARCHITECTS, INC.
 200 N. LAKE ST. SUITE 200
 CRYSTAL LAKE, IL 60142
 TEL: 815.434.1234 FAX: 815.434.1235

Larson & Darby Group
 Architects Engineers Planners

July 11, 2014

Executive Director Linda Luehring

Southeast Emergency Communications (SEECOM)
100 W Municipal Complex
Crystal Lake, IL. 60014

Re: Quotation to install a Huntley Fire radio control station and antenna with surge suppression.

Dear Director Luehring,

Per your request, we are providing a quote to install one SEECOM supplied Motorola Consolette, BIM and ACIM Card to your existing Gold Elite. This will allow SEECOM to dispatch Huntley Fire through a County provided talk group. SEECOM is responsible for the Consolette Programming and supplying of the above referenced parts.

Chicago Communications intends to supply the antenna with jumpers and surge suppression.

This quote assumes the LMR600 coaxial main line runs are purchased, installed and tested by others.

Chicago Communications will connect to one LMR600 coaxial line. We intend to use a customer supplied LMR600 seventy five foot jumper and terminate with two N Male connectors for the top jumper. This will be between the coax line surge suppressor mounted on a Chicago Communications supplied ground bar on the third floor and the antenna on the roof. The antenna will mount to an existing Crystal Lake Fire Department EOC mount below the existing antenna as not to obstruct the current antenna. Installation shall occur per the direction of the June 25, 2014 letter from Cartland/Kraus Engineering, LTD.

The lower end of the LMR600 will connect to the Consolette mounted in the SEECOM supplied rack through a Chicago Communications supplied jumper assembly. The consolette will sit on a shelf that we intend to supply.

Finally we intend to configure the Centracom Gold Elite radio dispatch console with required talk groups and program.

Pricing: Parts and Labor \$2,910.00

As you may have questions, please feel free to contact me for further explanation or to coordinate the installation of the equipment.

As always, we appreciate your business and look forward to working with you.

Sincerely,

Tom Treichler
Operations Director for Sales and Service

3309 WEST WAUKEGAN ROAD • McHENRY, ILLINOIS 60050
TELEPHONE 815 / 385-3600
FAX NO. 815 / 385-3671



July 10th, 2014

Revised

Southeast Emergency Communications
100 W. Woodstock St
Crystal Lake, IL 60014
P (815) 356-2685
F (815) 356-9069
E dburr@seecom911.org

Attn. Donald Burr

Re: Contract for Antenna Conduit Pricing

Dear Don,

We are pleased to provide this quote to you for the electrical costs to install a conduit raceway from the server room to the ground bar on the second floor at 100 W. Woodstock St, Crystal Lake. Please review the proposal carefully and note all inclusions, exclusions, and qualifications. The installation shall occur per the direction of the June 25th, 2014 letter from Cartland/Kraus Engineering, Ltd.

Included

1. We will furnish and install (1) 1-1/2" EMT conduit raceway from the server room to the second floor ground bar.
2. We will provide a pull string in the entire raceway for cable installation by others.
3. We have included costs to caulk all wall penetrations with "Fire Rated" caulk.
4. We will utilize a the existing junction box at the bottom of the shaft, install a second junction box by the server location, and a third box just before the ground bar in order to minimize the number of bends in the conduit per the cable manufacturer's recommendations.

Excluded

1. Permit fees
2. Premium Time, work is to be performed Monday-Friday, 7:00 am to 3:30 pm.
3. Cable installation, terminations, and testing is by others.

Total Labor and Material Costs "Conduit Raceway Only": \$2,425.00

Alternate Add: We will furnish and install (2) 150' legs of "LMR600" cable from the server room to the ground bar on the second floor. If selected, please add the following amount to the price listed above.

Alternate Add "Cable Install": \$1,025.00

Payment Terms: Full payment of the accepted proposed amount is due net 30 days after completion of the project.

Proposal Base Costs Approved By: _____, **Date:** _____

Proposal Alternate Add Approved By: _____, **Date:** _____

Sincerely,
Carey Electric Contracting, Inc.

Troy E. Rivera

Electrical Contracting Since 1923

Appendix B
Cartland & Kraus Engineering, LTD
Letter Dated June 25, 2014



June 25, 2014

Ms. Linda Luehring
Southeast Emergency Communications
100 West Woodstock Street
Crystal Lake, Illinois 60014
RE: Antenna Installation
(Revised 6-26-14)

Dear Ms. Luehring,

The proposed routing and methods were discussed and the areas were surveyed during our meeting of June 23, 2014 to confirm that the installation will conform to the EOC antenna system criteria. The following are the recommended installation methods:

1. The existing 2" pathway may be utilized to enable the routing of the cabling to the roof.
2. A pathway shall be provided from just below the roof level through the portal to the antenna. The pathway shall be seal tite flexible conduit similar to the present installation. The seal tite shall be bonded to the building steel below the roof.
3. The existing ground bus shall be removed and a new copper bus shall be provided. The removal of the existing lightning arrestors shall be performed on a day that no precipitation is forecasted. The ground bus shall be large enough to allow the installation of the presently added lightning arrestor and two future arrestors.
4. The bonding cable can be reused provided that the cable is a minimum of 6 AWG copper.
5. A flange type, lightning arrestor manufactured by Poly Phaser Equipment # IS-50UX-CO shall be provided and installed on the ground bus.
6. A junction box of sufficient size to accommodate a sweeping bend of the LMR600 cable shall be installed near the ground bus. The conduit penetration of the shaft shall be behind the junction box and be sealed with 2 hour rated sealing caulk.
7. To completely segregate the routing of the cable and conduit system there shall be a junction box of sufficient size for a sweeping bend provided. The junction box shall be installed adjacent to the EOC junction box. The new junction box shall be properly supported from the structure and not from the existing junction box.
8. All penetrations of Rated Walls shall be sealed with 2 hour caulk.

Please advise if additional information is required or if there any questions

Sincerely,

CARTLAND KRAUS ENGINEERING, LTD.

John Kowalski PE, LEED-AP
Project Manager



Date 6/26/14
Expires NOV. 30, 2015

760 Telser Road, Lake Zurich, IL 60047 ♦ T (847) 719-1708 ♦ F (847) 719-1738

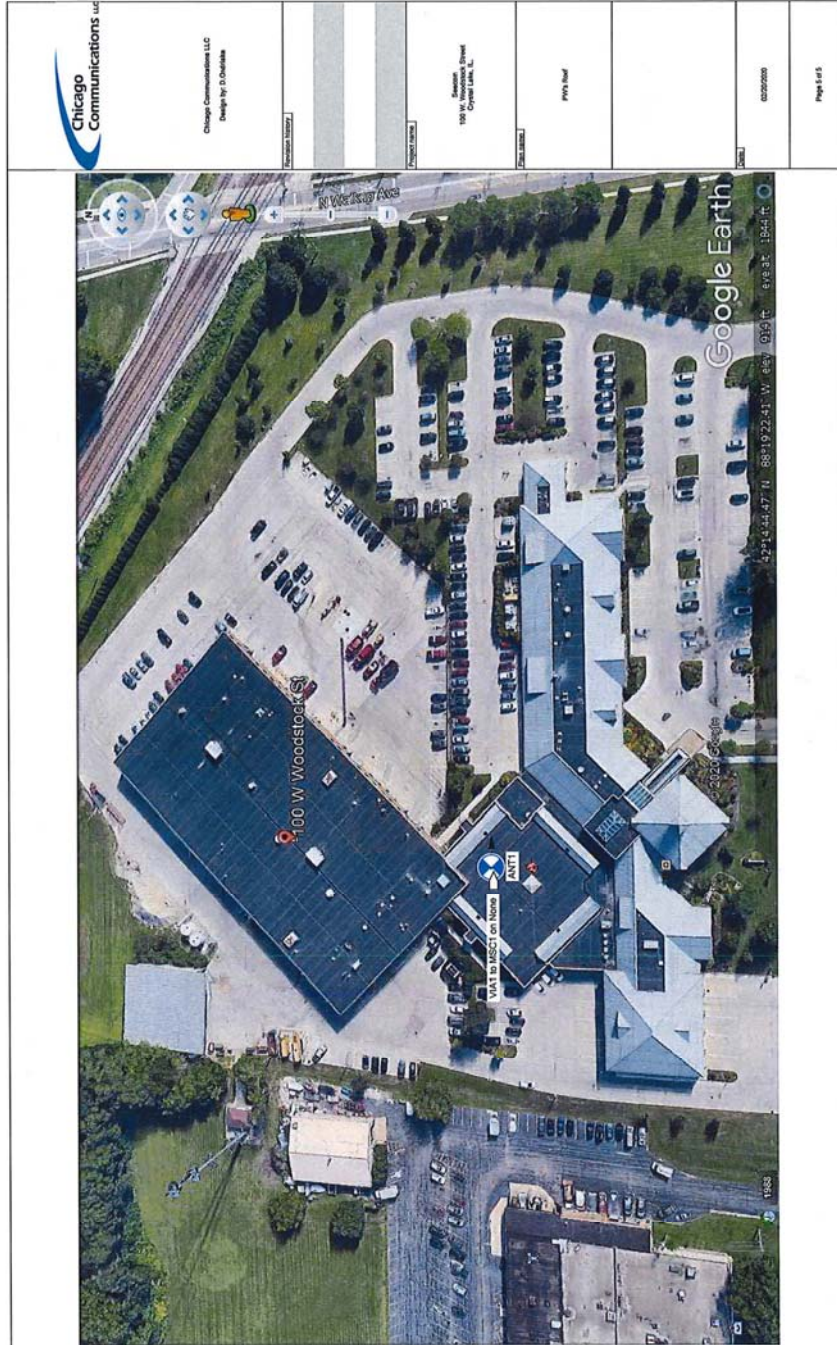
2023 LEASE AGREEMENT - EXHIBIT D

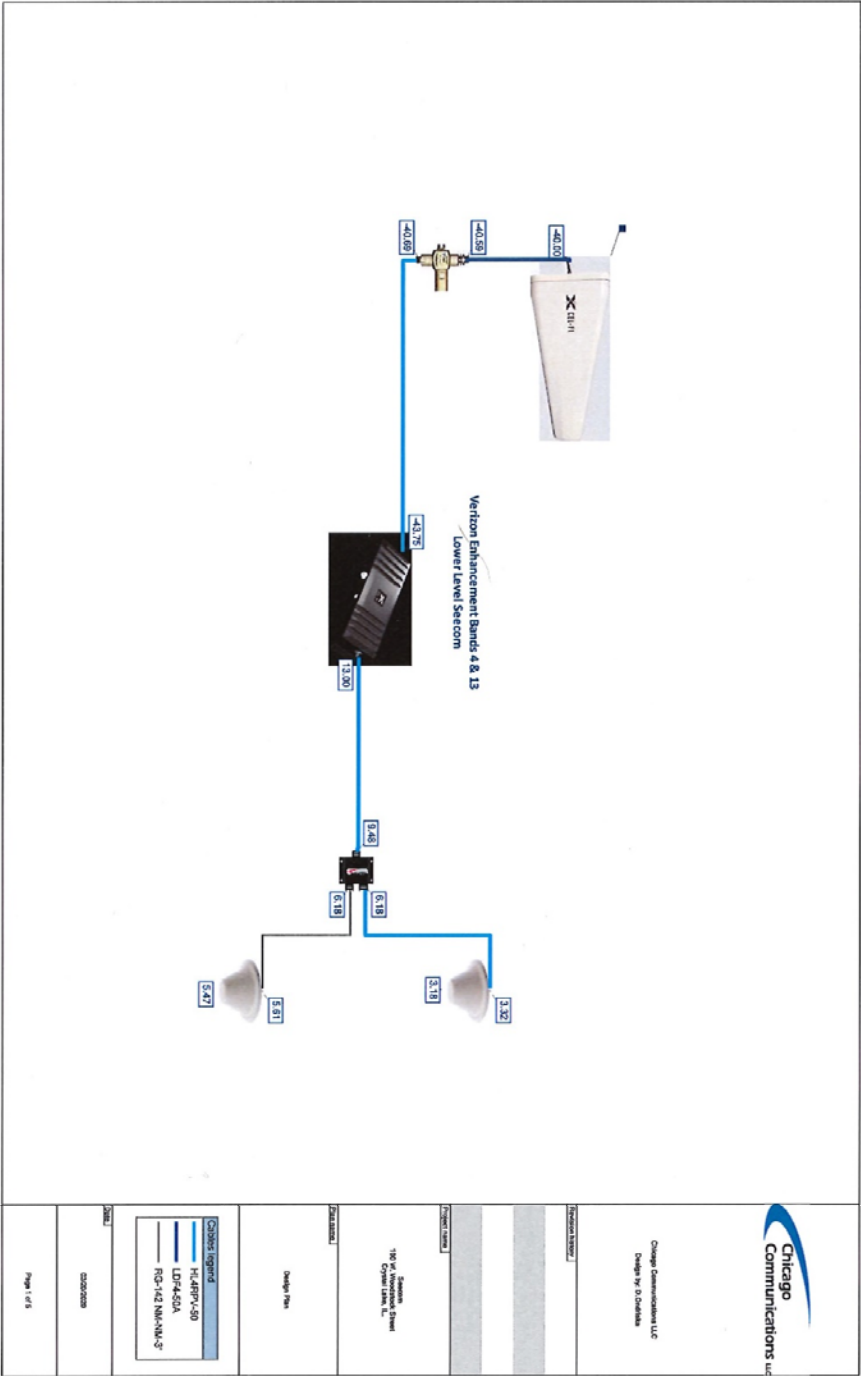
Land area adjacent to the Crystal Lake City Hall for the outdoor housing of heating and cooling equipment and generators for use by SEECOM.



2023 LEASE AGREEMENT - EXHIBIT E

Exhibit D







VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: November 21, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Proposal for Final Design of Biosolids Handling Equipment
Replacement with Trotter & Associates, Inc.

Attached is a proposal to complete the final design of the Biosolids Handling Equipment Replacement at the Wastewater Treatment Plant with Trotter & Associates (TAI). The Village of Algonquin 2014 Wastewater Facility Plan identified major deficiencies in the VOA Wastewater Treatment Facility's biosolids handling processes – aerobic digestion, anaerobic digestion, waste-activated sludge thickening, and sludge dewatering. The recently completed Phase 6B improvements addressed all the deficiencies except the sludge dewatering.

The WWTP uses a belt filter press to dewater digested sludge prior to being stored in the dewatered sludge storage building and contracts hauling services off-site for land application. The facility operates one belt filter press installed in 2002 and has a 15-20 year service life. It is a critical piece of equipment for the solids handling process but lacks redundancy. The equipment is in poor condition and requires replacement.

The Village contracted TAI in 2021 to complete the conceptual and preliminary design phases of the Biosolids Handling project and asked for all possible alternatives. After several site visits and meetings with Public Works staff, three alternatives were presented.

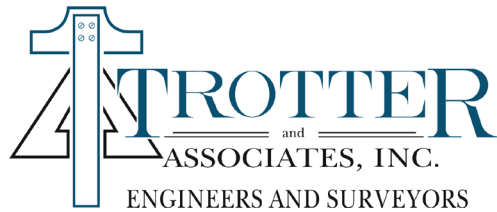
- Replacement of the existing belt filter press with two centrifuges - **preferred option**
- Replacement of the existing belt filter press and contract dewatering for redundancy
- Rehabilitation of the existing belt filter press with contract dewatering for redundancy

The preferred option to replace the belt filter press with the two centrifuges produces a drier product, reducing the volume of product for haul-off/disposal. The use of centrifuges will reduce disposal costs by about 30% for the 20-year life of the centrifuges. Additionally, the centrifuge alternative produces a fully redundant unit. Redundancy is not

an option for either filter press alternative without additional costs to contract dewatering. Without redundancy, impacts to the primary and final clarifiers will likely occur, increasing future maintenance costs.

TAI's proposal for final design is \$239,400, which is about 7.7% of this project's proposed construction and installation costs. \$160,000 is budgeted in the Water & Sewer fund for FY 23/24 for this project. Staff will request to budget the remaining \$79,400 next fiscal year to complete the design. Based on the timeline from TAI, the design is expected to wrap up in the summer of 2024. Staff is confident that there will be sufficient funds to complete this project.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the proposal with Trotter & Associates, Inc. to the Village Board in the amount of \$239,400 for approval.



November 15, 2023

Mr. Clifton Ganek
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: Village of Algonquin
WWTF Biosolids Handling Improvements
Phase 2 – Final Design Engineering Services Proposal

Dear Mr. Ganek:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the WWTF Biosolids Handling Improvements Phase 2 – Final Design (hereinafter referred to as the “PROJECT”).

Project Background

The Village retained TAI for Phase 1 design engineering services in a contract dated August 5, 2021. The contract includes Conceptual Design and Preliminary Design phases. The Village has requested Final Design. This Contract Addendum does not include Bidding services, IEPA project planning or IEPA loan assistance services.

Project Understanding

Phase 1 design was completed in early 2023. The preliminary design includes replacement of the existing belt filter press with two centrifuges. Centrifuge technology will produce a dryer cake and has a smaller footprint allowing two centrifuges to be installed within the current dewatering room. The expected life of a centrifuge is 15-20 years. Design flows greater than 6 MGD will require the construction of a new sludge handling building; however, expansion beyond 6 MGD is not foreseen in the next 15-20 years.

If it is the Village’s intention to fund the project through the Illinois EPA Low Interest Loan Program. A simplified Facility Plan Update (Project Plan) which addresses the Illinois EPA’s criteria will be required.

This Agreement does not include IEPA Project Plan development, IEPA loan application assistance, bidding services, or construction-related services. These services will be provided under a separate Agreement or contract addendum if requested.

Project Scope

Design Development

During the Design Development Phase, Engineer shall:

1. Based on the approved Preliminary Design Phase, prepare Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor. Plans and Specifications to show the following, but not limited to:
 - a. General Construction Details and Notes
 - b. 60% Demolition drawings showing existing structures and utilities to be removed as applicable.
 - c. 60% Structural drawings including layout and section views.
 - d. 60% Mechanical Drawings including layouts and schedules.
 - e. 60% Process drawings including the equipment layout.
 - f. 60% Project specifications with all process equipment selected.
2. Advise Village if additional reports, data, information, or testing services are necessary and assist Village in obtaining such reports, data, information, or services.
3. Based on the information contained in the Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
4. Furnish the Design Phase documents to the Village. Schedule and hold a meeting with Village staff to review and discuss 60% Engineering Plans and Specifications.

Final Design

During the Final Design Phase, Engineer shall:

1. Based on the approved Design Development Phase, prepare Engineering Plans and Specifications to show the scope, extent and character of the work. Drawings will include, but not limited to, the following:
 - a. General Construction Details and Notes
 - b. 95% Site Civil Drawings showing underground utilities, process piping, site grading and landscaping as applicable.
 - c. 95% Demolition drawings showing existing structures and utilities to be removed as applicable.
 - d. 95% Structural drawings including layout and section views.
 - e. 95% Mechanical Drawings including layouts and schedules.
 - f. 95% Process drawings including the equipment layout, gates, and temporary/seasonal insulated enclosure.
 - g. 95% Electrical Drawings depicting power distribution requirements within the proposed improvements.
 - h. 95% Instrumentation drawings depicting the scope and extent of the proposed control system.

- i. 95% Project specifications with all process equipment selected.
- 2. Update opinion of probable cost, based on the Final Engineering Plans.
- 3. Provide 95% complete plans to the Village and effected agencies for review and approval.
 - a. Submit final engineering plans, specifications and permit application to Illinois EPA for construct and operate permit.
- 4. Schedule and hold a meeting with Village staff to review and discuss Final Engineering Plans and Specifications.
- 5. Make minor revisions to the plans to incorporate changes required by reviewing agencies. Revise plans in accordance with additional Village comments.
- 6. Complete 100% drawings to satisfaction of Village and appropriate permitting bodies.

Project Schedule

Task	Anticipated Date
Design Development Kick-off	December 2023
Design Development Completion and Review Meeting	March 2024
Final Design Completion and Review Meeting	June 2024
Bidding Start (scope not included in this contract)	July 2024

Compensation

The amount equal to the cumulative hours charged to the Project by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project.

The total compensation for services is estimated to be **\$239,400** based on the following assumed distribution of compensation:

Design Development	\$119,700
<u>Final Design</u>	<u>\$119,700</u>
Total Phase 2 – Final Design	\$239,400

ENGINEER’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER’s services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER’s Consultant’s charges. The amounts billed for ENGINEER’s services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing

signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Village of Algonquin

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

2200 Harnish Drive
Algonquin, IL 60102

Designated Representative

Title:

Phone Number:

E-Mail Address:

ENGINEER:

Trotter and Associates, Inc.

_____ 

By: Robert Scott Trotter, PE, BCEE

Title: President

Date Signed: November 15, 2023

Address for giving notices:

40W201 Wasco Road, Suite D
St. Charles, IL 60175

Designated Representative: Jillian Kiss, PE

Title: Project Engineer

Phone Number: (630) 587-0470

E-Mail Address: j.kiss@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial _____

TAI Initial _____

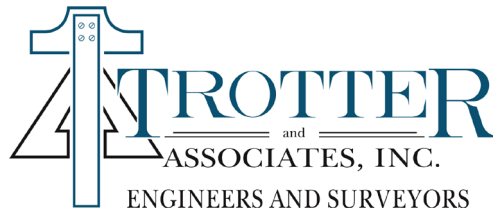


EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.

- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar

circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure

of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are

furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000

- b. General Aggregate: \$5,000,000
- 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
 - Each Accident \$1,000,000
- 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000

- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or

suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or

ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition,

the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

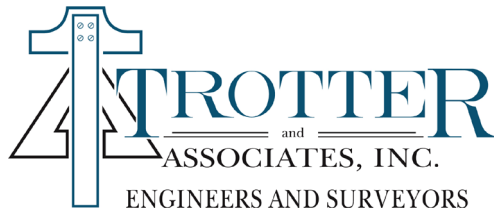
6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2021 Schedule of Hourly Rates

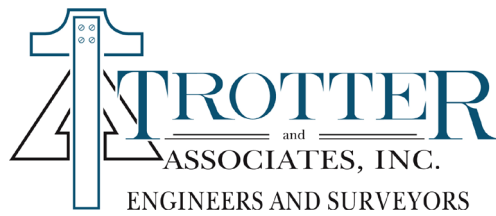
Classification	Billing Rate	2021 Reimbursable Expenses		
Engineering Intern	\$55.00			
Engineer Level I	\$114.00	Item	Unit	Unit Price
Engineer Level II	\$126.00	Engineering Copies	Sq. Ft.	\$0.29
Engineer Level III	\$138.00	1- 249 Sq. Ft.		
Engineer Level IV	\$153.00	Engineering Copies	Sq. Ft.	\$0.27
Engineer Level V	\$173.00	250-999 Sq. Ft.		
Engineer Level VI	\$198.00	Engineering Copies	Sq. Ft.	\$0.25
Engineer VII	\$208.00	1000-3999 Sq. Ft.		
Engineer VIII	\$239.00	Engineering Copies	Sq. Ft.	\$0.23
Principal Engineer	\$245.00	3999 Sq. Ft. & Up		
Technician Level I	\$98.00	Mylar Engineering Copies	Each	\$8.00
Technician Level II	\$119.00	up to 24" by 36"		
Technician Level III	\$139.00	Color Presentation Grade	Sq. Ft.	\$5.15
Technician Level IV	\$151.00	Large Format Print		
Senior Technician	\$167.00	Comb Binding > 120 Sheets	Each	\$4.75
GIS Specialist I	\$98.00	Comb Binding < 120 Sheets	Each	\$3.50
GIS Specialist II	\$114.00	Binding Strips (Engineering Plans)	Each	\$1.00
GIS Specialist III	\$155.00	5 Mil Laminating	Each	\$1.25
Clerical Level I	\$66.00	Copy 11" x 17"	Each	\$0.50
Clerical Level II	\$78.00	- Color		
Clerical Level III	\$91.00	Copy 11" x 17"	Each	\$0.25
Survey Technician Level I	\$66.00	- Black and White		
Survey Technician Level II	\$81.00	Copy 8.5" x 11"	Each	\$0.25
Survey Crew Chief	\$166.00	- Color		
Professional Land Surveyor	\$200.00	Copy 8.5" x 11"	Each	\$0.12
Department Director	\$198.00	- Black and White		
Prevailing Wage Survey Foreman**	\$191.00	Recorded Documents	Each	\$25.00
Prevailing Wage Survey Worker**	\$186.00	Plat Research	Time and Material	
Sub Consultants	Cost Plus 5%	Per Diem	Each Day	\$30.00
<i>**Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules</i>		Field / Survey Truck	Each Day	\$45.00
		Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

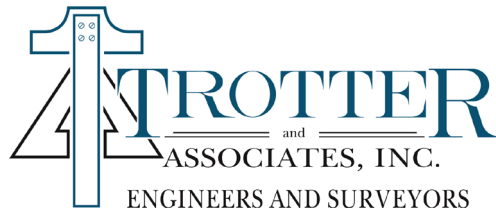
Engineer hereby agrees to incorporate and accept the following provisions to be included in the aforementioned Agreement at no additional compensation:

- A. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- B. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- C. Audit and access to records clause:
 - 1. Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 - 2. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
 - 3. All information and reports resulting from access to records pursuant to the above section C.1 shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, or the audited parties.
 - 4. Records under the above section C.1 shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Illinois Administrative Code, Title 35, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
- D. Covenant Against Contingent Fees:

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or in its

CLIENT Initial _____

TAI Initial _____



discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

E. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The Engineer certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The Engineer understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: November 21, 2023

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: Proposal to Demolish the Existing Drive Through and
Underground Tunnel at 221 S. Main Street

In preparation for the redevelopment of the former Algonquin State Bank site at 221 S. Main Street, Public Works staff contacted prospective contractors to demolish the existing bank drive-through, parking lot, and underground tunnel. The scope of the demolition was to preserve the existing building structure and basement to be redeveloped for future use.

In July, six prospective contractors were contacted to provide a cost proposal. Two interested contractors were contacted for more information, but the Village received zero proposals. Staff contacted each contractor to find out why the lack of bids occurred. Most contractors highlighted the challenge of sealing the tunnel from the basement and disconnecting the existing utilities.

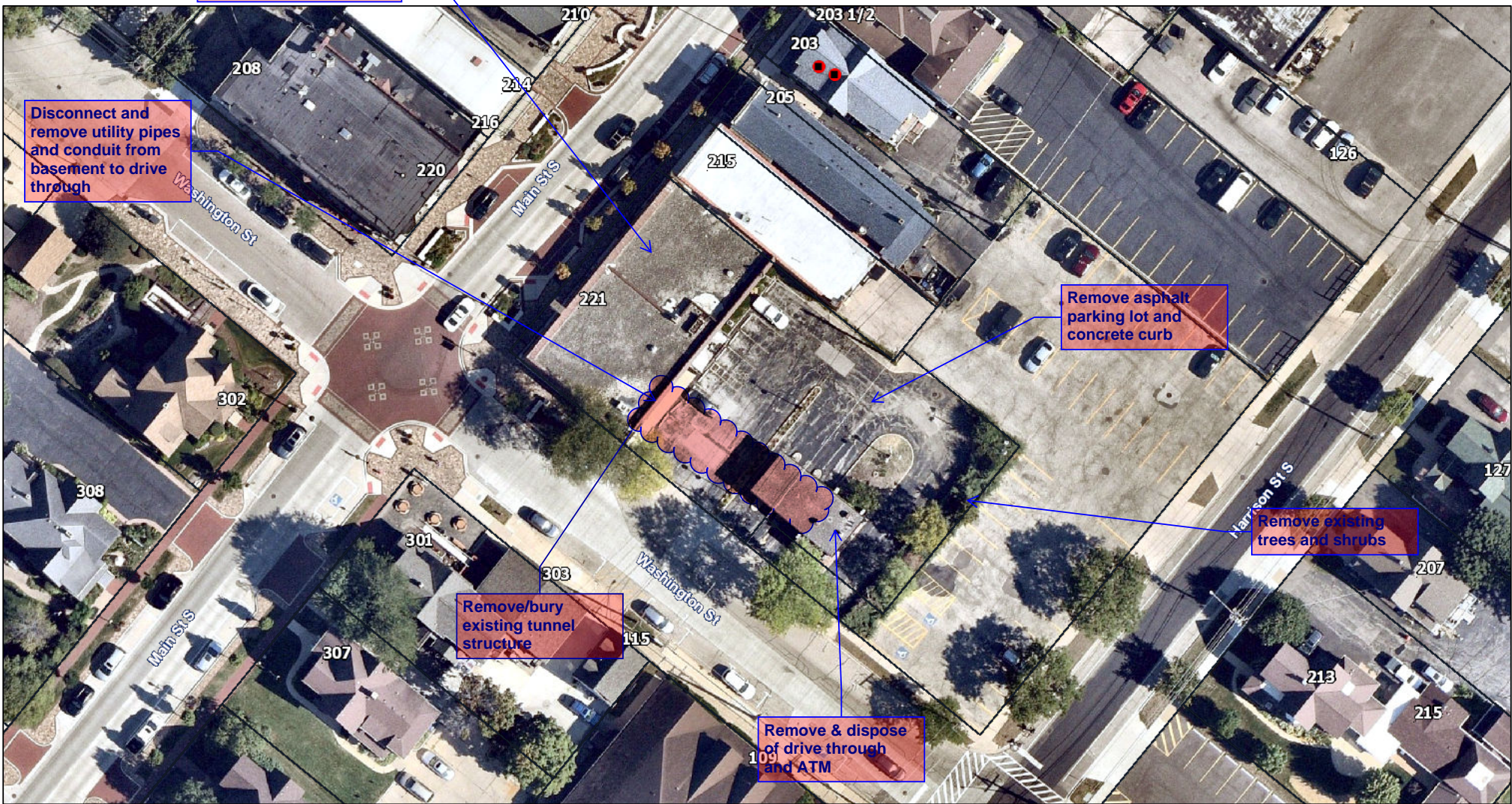
Staff revised the proposal requirements, requesting the interested contractor propose disconnecting utilities and sealing the basement from the tunnel rather than providing specific directions. This approach yielded two contract proposals listed below and a third contractor that elected not to submit.

- Alpine Demolition Services - \$114,500
- Martam Construction, Inc. - \$85,900
- Omega III, LLC – Elected not to submit proposal

Given the lack of interest in this demolition and the prior positive experience with Martam Construction, staff recommends moving forward with Martam’s proposal of \$85,900 to demolish the bank drive-through, parking lot, and underground tunnel.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move the proposal with Martam Construction to the Village Board in the amount of \$85,900.00 for approval.

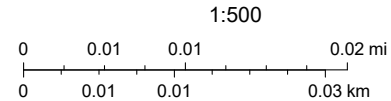
Algonquin Map - 221 S Main St



10/29/2023, 6:32:48 PM

- | | | |
|----------------------------|----------------|----------------------|
| Road Centerlines | Tax Parcels | Building Floor Plans |
| Not in Village | IN VILLAGE | Address |
| Boundaries - Village Limit | NOT IN VILLAGE | Liens |
| Waterlines | | Municipal Court |

Stable stone backfill to be placed and compacted to 1-foot below final grade of future parking lot. Asphalt parking lot paving and striping to be completed during the next phase of the Streetscape in 2024.





PROJECT: 221 S. MAIN STREET DEMO
PLANS BY:
LOCATION: ALGONQUIN, IL
COMPANY: VILLAGE OF ALGONQUIN
IN CARE OF: JAMES MASSARELLI
ADDRESS: 2200 HARNISH DR
CITY: ALGONQUIN, IL
DATE: 10/06/23

DATED:
PHONE:
EMAIL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
	DEMOLITION OF DRIVE THROUGH & TUNNEL	1	LS	\$85,900.00	\$ 85,900.00

SCOPE OF WORK

- 1 All permits and licenses for our work by Martam.
- 2 Provide temporary fencing at project extents.
- 3 Provide utility disconnections from building to remain.
- 4 Provide universal waste removal and legal disposal (bulbs, ballasts, mercury switches, etc).
- 5 Provide building demolition and removal of building to slab on grade elevation and remove foundations 12" below adjacent grade.
- 6 Backfill basement of drive-thru building area with imported clean fill as requested
- 7 All ferrous and non-ferrous material to become property of Martam.
- 8 All debris to be legally disposed of offsite.
- 9 Provide basic information regarding tunnel patch and water-proofing of tunnel interface with Bank Building.

TOTAL: \$ 85,900.00

CLARIFICATIONS

Any and all asbestos abatement by others

EXCLUSIONS

HANDLING OF SPOILS GENERATED BY OTHERS
 ENGINEERING LAYOUT
 EROSION CONTROL
 WELL POINTING, SHEETING, SHORING OR BRACING
 ROCK EXCAVATION
 TREE PROTECTION

CONTAMINATED MATERIALS
 SOIL TESTING
 INLET PROTECTION
 TRAFFIC CONTROL/SIGNAGE
 WINTER CONDITIONS
 SEEDING/BLANKET

Prices good for 30 days.

Thank you for the opportunity to bid this project. Please feel free to call with any questions.

Robert Kutrovatz