

VILLAGE OF ALGONQUIN
VILLAGE BOARD ANNUAL and REGULAR MEETING

May 7, 2024

7:30 p.m.

2200 Harnish Drive

AGENDA

1. CALL TO ORDER

2. ROLL CALL – ESTABLISH A QUORUM

3. PLEDGE TO THE FLAG

4. ADOPT AGENDA

5. AUDIENCE PARTICIPATION

(Persons wishing to address the Board must register with the Village Clerk prior to Call to Order)

6. PRESENTATION – OFFICER SKRODZKI

7. PROCLAMATIONS:

1. The Village of Algonquin Proclaims May 7, 2024 National Fallen Firefighters Memorial Day
2. The Village of Algonquin Proclaims May 14 through 20, 2024 Police Week and May 15 Police Memorial Day

8. APPOINTMENTS

(All Appointments Require the Advice and Consent of the Village Board)

A. Board and Commissions

- | | |
|------------------------------------|----------------------|
| 1) Economic Development Commission | 4) Police Commission |
| 2) Historic Commission | 5) Police Pension |
| 3) Planning & Zoning Commission | |

B. Appointments of Staff and Chairpersons

C. Appointment of Village Attorney

D. Appointment of Village Engineer

9. CONSENT AGENDA/APPROVAL

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

A. APPROVE MEETING MINUTES:

- 1) Liquor Commission Special Meeting Held April 16, 2024
- 2) Village Board Meeting Held April 16, 2024
- 3) Committee of the Whole Meeting Held April 16, 2024

10. OMNIBUS AGENDA/APPROVAL

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

A. PASS RESOLUTIONS:

- 1) Pass a Resolution Accepting and Approving the Designation of Depositories for Funds and Other Public Monies in the Custody of the Village of Algonquin
- 2) Pass a Resolution Accepting and Approving the Amended Investment Policy
- 3) Pass a Resolution Accepting and Approving an Agreement with Hayes Industries, Inc. for the Lead Service Replacement Project in the Amount of \$400,000.00
- 4) Pass a Resolution Accepting and Approving an Agreement with Utility Service Co., Inc. for the Huntington Standpipe Renovation and Maintenance Project in the Amount of \$692,764.00

11. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA

12. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER

- A.** List of Bills Dated May 7, 2024 totaling \$2,560,970.19

13. COMMITTEE OF THE WHOLE

A. COMMUNITY DEVELOPMENT

B. GENERAL ADMINISTRATION

C. PUBLIC WORKS AND SAFETY

14. VILLAGE CLERK'S REPORT

15. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED

16. CORRESPONDENCE

17. OLD BUSINESS

18. EXECUTIVE SESSION: If required

19. NEW BUSINESS:

- A. Pass an Ordinance Approving a Special Use Permit for a Dental Office at 1 North Main Street, Algonquin
- B. Pass a Resolution Accepting and Approving an Amendment to Resolution 2023-R-100, Designating Kopetsky Properties, LLC and its Affiliates as the Preferred Developer for the Algonquin State Bank Property Located at 221 South Main Street, Algonquin, Illinois within the Tax Increment Financing Redevelopment Project Area and Authorizing the Negotiations of a Redevelopment Agreement Thereto, by Extending the Agreement Through July 8, 2024 and allowing for a Possible Extension for an Additional 90 Days.
- C. Pass a Resolution Accepting and Approving an Agreement with Martam Construction for the Reconstruction of Towne Park in the Amount of \$4,280,611.15
- D. Pass a Resolution Accepting and Approving an Agreement with Christopher Burke Engineering for the Towne Park Reconstruction Construction Oversight in the Amount of \$212,525.00
- E. Pass a Resolution Accepting and Approving an Agreement with Play by Design for the Purchase of Custom Playground Equipment and installation for Towne Park in the Amount of \$980,595.40
- F. Pass a Resolution Accepting and Approving an Agreement with Rubbercycle for the Purchase and Installation of Playground Safety Surface Material at Towne Park in the Amount of \$246,560.16

20. ADJOURNMENT

PROCLAMATION

NATIONAL FALLEN FIREFIGHTERS MEMORIAL DAY

WHEREAS, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and Whereas, an average of 80 firefighters courageously make the ultimate sacrifice in the line of duty each year; and

WHEREAS, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and

WHEREAS, the National Fallen Firefighters Memorial Weekend marks the weekend following International Firefighters' Day 2024; and

WHEREAS, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

THEREFORE, I Village President of the Village of Algonquin, now call upon all citizens of the Village of Algonquin and upon all patriotic, civic, and educational organizations to observe the day of May 14, 2024, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff.

I respectfully encourage these same organizations as well as the citizens of the Village of Algonquin to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes by participating in *Bells Across America for Fallen Firefighters*. Toll a bell, pause for a moment of silence, or read a special passage to honor the sacrifices of these public servants and their families. I encourage our citizens to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

I encourage appropriate services and ceremonies in which all of our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Algonquin to be affixed this 7th day of May, Two Thousand and Twenty-four A.D.

Village President Debby Sosine

(seal)

Attest: _____

Village Clerk Fred Martin

PROCLAMATION

ALGONQUIN POLICE WEEK and ANNUAL ALGONQUIN POLICE MEMORIAL DAY

WHEREAS, *The Congress of the United States of America* has designated the week of May 12 through May 18, 2024, to be dedicated as “National Police Week” and May 15 of each year to be “Police Memorial Day”; and

WHEREAS, the Law Enforcement Officers are our guardians of life and property, defenders of the individual right to be free people, warriors in the war against crime and dedicated to the preservation of life, liberty, and the pursuit of happiness; and

WHEREAS, it is known that every two days an American Police Officer will be killed in the line of duty somewhere in the United States and that Officers will be seriously assaulted in the performance of their duties, our Village joins with other Cities, Towns and Villages to honor all Peace Officers everywhere; and

WHEREAS, Algonquin’s Law Enforcement Officers make it possible for us to leave our homes and family in safety each day and to return to our homes knowing they are protected by men and women willing to sacrifice their lives if necessary, to guard our loved ones, property and government against all who would violate the law; and

WHEREAS, The Village of Algonquin desires to honor the valor, service and dedication of its own dedicated Police Officers;

NOW THEREFORE, I, Debby Sosine, Village President of the Village of Algonquin, on behalf of the Village Trustees and the Village Clerk, do hereby proclaim the week of May 12 through May 18, 2024, to be **Police Week** and further proclaim May 15 of each year henceforth to be acknowledged as **Police Memorial Day**. I call upon all our Citizens to make every effort to express their thanks and especially honor and show sincere appreciation for the Police Officers of this Village by deed, remark and attitude.

IN WITNESS THEREOF, I have set my hand and seal this 7th day of May, Two Thousand and Twenty-four, A.D.

(seal)

Village President, Debby Sosine

Attest: _____

Village Clerk, Fred Martin

APPOINTMENTS

I, Debby Sosine, duly elected and qualified President of the Village of Algonquin, Illinois Counties of McHenry and Kane, do hereby proclaim and make the following appointment and request the Advice and Consent of the Board of Trustees.

HISTORIC COMMISSION

<u>NAME</u>	<u>POSITION</u>	<u>TERM</u>
Jeff Jolitz	Member	May 7, 2024 – May 1, 2027

Dated this 7th day of May 2024

Debby Sosine, Village President

Advice and Consent of Appointment

The members for the Board of Trustees of the Village of Algonquin hereby advise and consent to the above appointment the day in the year above written.

(SEAL)

ATTEST: _____
Fred Martin, Village Clerk

APPOINTMENTS

I, Debby Sosine, duly elected and qualified President of the Village of Algonquin, Illinois Counties of McHenry and Kane, do hereby proclaim and make the following appointment and request the Advice and Consent of the Board of Trustees.

PLANNING AND ZONING COMMISSION

<u>NAME</u>	<u>POSITION</u>	<u>TERM</u>
Brian Rasek	Member	May 7, 2024 – May 1, 2029
Chuck Bumbalas	Member	May 7, 2024 – May 1, 2029

Dated this 7th day of May 2024

Debby Sosine, Village President

Advice and Consent of Appointment

The members for the Board of Trustees of the Village of Algonquin hereby advise and consent to the above appointment the day in the year above written.

(SEAL)

ATTEST: _____
Fred Martin, Village Clerk

APPOINTMENTS

I, Debby Sosine, duly elected and qualified President of the Village of Algonquin, Illinois Counties of McHenry and Kane, do hereby proclaim and make the following appointment and request the Advice and Consent of the Board of Trustees.

POLICE COMMISSION

<u>NAME</u>	<u>POSITION</u>	<u>TERM</u>
JC Paez	Member	May 7, 2024 – May 4, 2027

Dated this 7th day of May, 2024

Debby Sosine, Village President

Advice and Consent of Appointment

The members for the Board of Trustees of the Village of Algonquin hereby advise and consent to the above appointment the day in the year above written.

(SEAL)

ATTEST: _____
Fred Martin, Village Clerk

APPOINTMENTS

I, Debby Sosine, duly elected and qualified President of the Village of Algonquin, Illinois Counties of McHenry and Kane, do hereby proclaim and make the following appointment and request the Advice and Consent of the Board of Trustees.

POLICE PENSION

<u>NAME</u>	<u>POSITION</u>	<u>TERM</u>
Brian Smith	Member	May 1, 2024 – April 30, 2026

Dated this 7th day of May, 2024

Debby Sosine, Village President

Advice and Consent of Appointment

The members for the Board of Trustees of the Village of Algonquin hereby advise and consent to the above appointment the day in the year above written.

(SEAL)

ATTEST: _____
Fred Martin, Village Clerk

APPOINTMENTS

I, Debby Sosine, duly elected and qualified President of the Village of Algonquin, Illinois Counties of McHenry and Kane, do hereby proclaim and make the following appointments and request the Advice and Consent of the Board of Trustees.

APPOINTMENTS OF STAFF AND CHAIRPERSONS

<u>NAME</u>	<u>POSITION</u>	<u>TERM</u>
Dennis Walker	E.S.D.A. Coordinator	May 7, 2024 - May 6, 2025
Michael J. Kumbera	Village Treasurer	May 7, 2024 - May 6, 2025
Michelle A. Weber	Freedom of Information Officer	May 7, 2024 - May 6, 2025
Michelle A. Weber	Open Meetings Act Designee	May 7, 2024 - May 6, 2025
Jerome W. Pinderski, Jr.	Economic Development Commission Chairperson	May 7, 2024 - May 6, 2025
Brian Martin	Electrical Commission Chairperson	May 7, 2024 - May 6, 2025
John Lewis	Historic Commission Chairperson	May 7, 2024 - May 6, 2025
James P. Patrician	Planning and Zoning Commission Chairperson	May 7, 2024 - May 6, 2025

Dated this 7th day of May, 2024

Debby Sosine, Village President

Advice and Consent of Appointment

The members for the Board of Trustees of the Village of Algonquin hereby advise and consent to the above appointments the day in the year above written.

(SEAL)

ATTEST: _____
Fred Martin, Village Clerk

APPOINTMENTS

I, Debby Sosine, duly elected and qualified President of the Village of Algonquin, Illinois Counties of McHenry and Kane, do hereby proclaim and make the following appointment and request the Advice and Consent of the Board of Trustees.

VILLAGE ATTORNEY

<u>NAME</u>	<u>POSITION</u>	<u>TERM</u>
Kelly Cahill	Village Attorney	May 7, 2024 – May 6, 2025
Zukowksi, Rogers, Flood, McArdle, et al.		

Dated this 7th day of May 2024

Debby Sosine, Village President

Advice and Consent of Appointment

The members for the Board of Trustees of the Village of Algonquin hereby advise and consent to the above appointment the day in the year above written.

(SEAL)

ATTEST: _____
Fred Martin, Village Clerk

APPOINTMENTS

I, Debby Sosine, duly elected and qualified President of the Village of Algonquin, Illinois Counties of McHenry and Kane, do hereby proclaim and make the following appointment and request the Advice and Consent of the Board of Trustees.

VILLAGE ENGINEER

<u>NAME</u>	<u>POSITION</u>	<u>TERM</u>
Clifton Ganek	Village Engineer	May 7, 2024 – May 6, 2025

Dated this 7th day of May 2024

Debby Sosine, Village President

Advice and Consent of Appointment

The members for the Board of Trustees of the Village of Algonquin hereby advise and consent to the above appointment the day in the year above written.

(SEAL)

ATTEST: _____
Fred Martin, Village Clerk



Minutes of the Village of Algonquin
Special Liquor Commission Meeting
Held in Village Board Room on April 16, 2024

1. **Roll Call:** Commissioner Sosine called the meeting to order at 7:25 pm and requested Village Clerk, Fred Martin to call the roll.

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

Staff in Attendance: Tim Schloneger, Village Manager; Michael Kumbera, Deputy Village Manager; Michele Zimmerman, Assistant Public Works Director; Dennis Walker, Police Chief; Katie Gock, Recreation Superintendent; and Kelly Cahill, Village Attorney.

2. **Public Comment**

None

3. **Approve the Liquor Licenses Renewal Applications for the Period Beginning May 1, 2024 through April 30, 2025**

Moved by Glogowski seconded by Auger to approve the Liquor Licenses Renewal Applications for the Period Beginning May 1, 2024 through April 30, 2025

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

4. **Adjournment**

There being no further business, it was moved by Spella, seconded by Brehmer to adjourn the Special Liquor Commission Meeting at 7:26

Submitted: _____
Fred Martin, Village Clerk

Business Name	Location	License Class
JTATB, Inc. d/b/a Tavern at the Bridge	101 East Algonquin Road Algonquin, IL 60102	A
Whiskey and Wine, LLC	101-103 South Main Street Algonquin, IL 60102	A
Antigua Mexican Brunch & Grill, Inc.	2160 Lake Cook Road Algonquin, IL 60102	A-1
Jasmin Bangkok Thai & Sushi d/b/a Bangkok Thai & Sushi	4077 W. Algonquin Road Algonquin, IL 60102	A-1
Bella's Woodfire Pizzeria	123 S Main Street Algonquin, IL 60102	A-1
Biaggi's Ristorante Italiano LLC d/b/a Biaggis	1524 South Randall Road Algonquin, IL 60102	A-1
Black Bear Bistro Inc.	107 South Main Street Algonquin, IL 60102	A-1
Bold American Fare LLC	8 South Main Street Algonquin, IL 60102	A-1
Bonefish Grill, LLC d/b/a Bonefish Grill #7402	1604 South Randall Road Algonquin, IL 60102	A-1
Blazin Wings, Inc. d/b/a Buffalo Wild Wings	461 South Randall Road Algonquin, IL 60102	A-1
Bull's Eye Pub & Eatery LLC. d/b/a Bull's Eye Pub & Eatery	119-121 S Main Street Algonquin, IL 60102	A-1
Burrito Inc. d/b/a Burrito Parrilla Mexicana	2321 W. Algonquin Road Algonquin, IL 60102	A-1
J&N Holdings, Ltd. d/b/a Buttered Toast	2520 Bunker Hill Drive Algonquin, IL 60102	A-1
Cattleman's Burger & Brew, Inc.	205 S. Main Street Algonquin, IL 60102	A-1
Brinker Restaurant Corporation d/b/a Chili's Bar & Grill	1480 South Randall Road Algonquin, IL 60102	A-1
Algonquin Senior Living LeaseCo, LLC d/b/a Clarendale	2001 W. Algonquin Road Algonquin, IL 60102	A-1
Cooper's Hawk Algonquin, LLC	1741 S. Randall Road Algonquin, IL 60102	A-1
Colatori, Inc. d/b/a Cucina Bella	220 South Main Street Algonquin, IL 60102	A-1
Donkey Inn Bar and Grill, Inc. d/b/a The Donkey Inn	300 Eastgate Court Algonquin, IL 60102	A-1
Colonial Ice Cream, Inc. d/b/a Eat Syrup	2555 Bunker Hill Drive Algonquin, IL 60102	A-1
Flappy's Pancake House 7 Restaurant Egg-Ceptional Café	2749 W Algonquin Road Algonquin, IL 60102	A-1
Garden on Main	409 South Main Algonquin, IL 60102	A-1
Georgia's Restaurant & Pancake House, Inc. d/b/a Georgia's Restaurant	1470 South Randall Road Algonquin, IL 60102	A-1
Gourmet House Chop Suey LLC d/b/a Gourmet House Restaurant	1740 East Algonquin Road Algonquin, IL 60102	A-1
Iron Horse Bar & Grill, Inc.	3965 W. Algonquin Rd Algonquin, IL 60102	A-1

Fu Chen Inc. d/b/a Kobe Japanese Restaurant	209 South Randall Road Algonquin, IL 60102	A-1
RARE Hospitality International, Inc. Longhorn Steak House #5643	1521 South Randall Road Algonquin, IL 60102	A-1
Algonquin Montarra Inc d/b/a Montarra Grill	1491 South Randall Road Algonquin, IL 60102	A-1
Algonquin Operator LLC The Oaks of Algonquin	2595 Harnish Drive Algonquin, IL 60102	A-1
OTB Acquisitions LLC d/b/a On the Border	1512 South Randall Road Algonquin, IL 60102	A-1
Ziya's Port Ed Restaurant Inc Port Edward Restaurant	20 West Algonquin Road Algonquin, IL 60102	A-1
Red Robin Int'l. Inc. d/b/a Red Robin Gourmet Burgers	441 South Randall Road Algonquin, IL 60102	A-1
Battaglia's Pizza Inc d/b/a Riverview Restaurant & Tavern	1320 South Main Street Algonquin, IL 60102	A-1
Tap House Grill Algonquin, LLC	1508 South Randall Road Algonquin, IL 60102	A-1
The Texan Inc. d/b/a Texan BBQ	101 North Main Street Algonquin, IL 60102	A-1
H.B.J. Corporation d/b/a Twisted Rose	1130 South Main Street Algonquin, IL 60102	A-1
WOOW Sushi Algonquin LLC d/b/a WOOW Japanese Restaurant	780 South Randall Rd Algonquin, IL 60102	A-1
D'Vine Wine Crafters, LLC. d/b/a Village Vintner Winery	2380 Esplanade Drive Algonquin, IL 60012	A-4 A
Pursuit of Hoppiness d/b/a Scorched Earth Brewing Co.	203 Berg Street Algonquin, IL 60102	A-4 B
31 Edgewood Inc. d/b/a Algonquin Tobacco & Liquor	1117 South Main Street Algonquin, IL 60102	B
Algonquin Bev, Inc. d/b/a Armanetti Wine & Liquor	3985-87-89-91 W. Algonquin Rd Algonquin, IL 60102	B
Gold Standard Enterprises Inc. d/b/a Binny's Beverage Depot	844 South Randall Road Algonquin, IL 60102	B
Ganlaxmi, Inc. d/b/a Discount Liquors	513 East Algonquin Road Algonquin, IL 60102	B
Butera Finer Foods d/b/a Butera Fruit Market	100 South Randall Road Algonquin, IL 60102	B-1
World Food Enterprises LLC Deli 4 You	1601 South Randall Road Algonquin, IL 60102	B-1
Meijer Great Lakes - LLP d/b/a Meijer Store #206	400 South Randall Road Algonquin, IL 60102	B-1
American Drug Stores LLC d/b/a Osco Drug #2310	1501 East Algonquin Rd Algonquin, IL 60102	B-1
American Drug Stores LLC d/b/a Osco Drug #1256	107 South Randall Road Algonquin, IL 60102	B-1
Pantry & Liquor Inc	1495 West Algonquin Road Algonquin, IL 60102	B-1
Target Corporation d/b/a Target Store #T-1801	750 South Randall Road Algonquin, IL 60102	B-1
Bond Drug Co. Of Illinois LLC d/b/a Walgreens #05284	1301 East Algonquin Road Algonquin, IL 60102	B-1
Walgreen Co. d/b/a Walgreens #9059	4001 West Algonquin Road Algonquin, IL 60102	B-1

RDK Ventures LLC d/b/a Circle K 4706865	2 North Main Street Algonquin, IL 60102	B-2
Lucky Gasoline Inc.	1469 South Randall Road Algonquin, IL 60102	B-2
Mack Oil Corporation	2390 East Algonquin Road Algonquin, IL 60102	B-2
Meijer Great Lakes - LLP d/b/a Meijer Gas Station #206	490 South Randall Road Algonquin, IL 60102	B-2
Thortons LLC. d/b/a Thorntons #316	2095 E. Algonquin Road Algonquin, IL 60102	B-2
Trader Joes East, Inc. d/b/a Trader Joe's #699	1800 South Randall Road Algonquin, IL 60102	B-2
Leiserv, LLC d/b/a Bowlero - Randall Rd	1611 South Randall Road Algonquin, IL 60102	C
GCI Consolidated, LLC d/b/a Golf Club of Illinois	1575 Edgewood Road Algonquin, IL 60102	C
Pickle Haus, LLC	1621 S. Randall Road Algonquin, IL 60102	C
Vass X, LLC. d/b/a X Golf Algonquin	1704 South Randall Road Algonquin, IL 60102	C
ALDI, Inc. d/b/a ALDI	1100 South Randall Road Algonquin, IL 60102	E
Fox 62 Marina, Inc. d/b/a Fox 14 Marina	811 N. Harrison Street Algonquin, IL 60102	E
Buona Companies LLC d/b/a Buona Beef	501 S. Randall Road Algonquin, IL 60102	F
China Dragon 1, Inc. d/b/a China Dragon 1	1306 East Algonquin Road Algonquin, IL 60102	F
El Fuego, Inc. d/b/a El Fuego Tacos & Burritos	132 South Randall Road Algonquin IL 60102	F
Katerina's Pizza, LLC. d/b/a Giordano's Pizza of Algonquin	1505 South Randall Road Algonquin, IL 60102	F
Jiang's Mongolian & Japanese Grill, Inc. d/b/a Jiang's Mongolian Grill	1740 South Randall Road Algonquin, IL 60102	F
PPB Restaurant, Inc. d/b/a Kosta's Gyros	4053 West Algonquin Road Algonquin, IL 60102	F
MOD Super Fast Pizza, LLC.	228 S. Randall Road Algonquin, IL 60102	F
Pizza Pushers	644 South Main Street Algonquin, IL 60102	F
Portillo's Hot Dogs, LLC	1801 S. Randall Road Algonquin, IL 60102	F
Algonquin Sushi King d/b/a Sushi King II	1030 E. Algonquin Road Algonquin, IL 60102	F



MINUTES OF THE REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF APRIL 16, 2024
HELD AT THE GANEK MUNICIPAL CENTER

CALL TO ORDER AND ROLL CALL: Village President Debby Sosine, called the meeting to order at 7:30 P.M. with Village Clerk, Fred Martin, calling the roll.

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

Staff in Attendance: Tim Schloneger, Village Manager; Michael Kumbara, Deputy Village Manager; Michele Zimmerman, Assistant Public Works Director; Tim Cooney, Deputy Police Chief; Katie Gock, Recreation Superintendent; and Kelly Cahill, Village Attorney.

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

ADOPT AGENDA: Moved by Smith, seconded by Glogowski to adopt tonight's agenda deleting item 17 Executive Session.

Voice vote; ayes carried

ADMINISTER OATH OF OFFICE TO POLICE OFFICER DERRICK MOORE:

Clerk Martin administered the oath of office to Police Officer Derrick Moore.

AUDIENCE PARTICIPATION:

Chris Kious, Kane County Board Member, updated the Board on Kane County events.

THE VILLAGE OF ALGONQUIN PROCLAIMS FRIDAY APRIL 26, 2024 ARBOR DAY

Clerk Martin read the Arbor Day Proclamation into the record

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

A. APPROVE MEETING MINUTES:

- (1) Liquor Commission Special Meeting April 2, 2024
- (2) Village Board Meeting Held April 2, 2024
- (3) Committee of the Whole Meeting Held April 9, 2024

B. APPROVE THE VILLAGE MANAGER'S REPORT FOR MARCH 2024

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

Voice vote; ayes carried

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

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

A. PASS ORDINANCES:

- (1) Pass an Ordinance **(2024-O-14)** Waiving the Platting Fees for the Algonquin Commons Subdivision No. 2
- (2) Pass an Ordinance **(2024-O-15)** Allowing a Cross Access Easement for the Algonquin Commons
- (3) Pass an Ordinance **(2024-O-16)** Amending Chapter 33, Liquor Control and Liquor Licensing Allowing a Class A-4(b) Liquor License to Permit Retail Sale of Third-Party Manufactured Seltzer, Beer and Cider, for Consumption on the Premises

- (4) Pass an Ordinance **(2024-O-17)** Amending Chapter 33, Liquor Control and Liquor Licensing to be Amended as follows: No liquor license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church, school, hospital, day care center or other business or institution whose primary function is the custodial care of children, the aged or infirmed.

B. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution **(2024-R-41)** Accepting and Approving an Agreement with H Linden & Sons for the Braewood Lift Station Force Main Replacement in the Amount of \$ 1,053,582.00
- (2) Adopt a Resolution **(2024-R-42)** Accepting and Approving an Agreement with Trotter & Associates for the Braewood Lift Station Force Main Replacement Construction Oversight Services in the Amount of \$90,700.00
- (3) Adopt a Resolution **(2024-R-43)** Accepting and Approving an Agreement with Ganziano Sewer & Water, Inc. for the Algonquin Shores Lift Station Force Main Replacement in the Amount of \$338,772.00
- (4) Adopt a Resolution **(2024-R-44)** Accepting and Approving an Agreement with Trotter & Associates for the Algonquin Shores Lift Station Force Main Replacement Construction Oversight Services in the Amount of \$35,600.00
- (5) Adopt a Resolution **(2024-R-45)** Accepting and Approving an Agreement with Schroeder Asphalt Services for the 2024 MFT Asphalt Program in the Amount of \$203,311.00
- (6) Adopt a Resolution **(2024-R-46)** Accepting and Approving an Agreement with Christopher Burke Engineering for the 2024-2025 FY In-House Engineering Services in the Amount of \$100,000.00
- (7) Adopt a Resolution **(2024-R-47)** Accepting and Approving an Agreement Baxter & Woodman Natural Resources for the Woods Creek Watershed Based Plan Update in the Amount of \$45,000.00
- (8) Adopt a Resolution **(2024-R-48)** Accepting and Approving an Agreement with Martam Construction for the Granite Boulder Installation at Souwanas Creek in the Amount of \$27,750.00
- (9) Adopt a Resolution **(2024-R-49)** Accepting and Approving an Agreement Christopher Burke Engineering for the Amended Broadsmore Drive and Stonegate Road Improvements in the Amount of \$72,265.00
- (10) Adopt a Resolution **(2024-R-50)** Accepting and Approving an Agreement with Clarke Environmental Mosquito Management, Inc for the 2024 Mosquito Abatement Program in the Amount of \$43,080.00
- (11) Adopt a Resolution **(2024-R-51)** Accepting and Approving an Intergovernmental Agreement with the McHenry County Sherriff’s Department for the Police Social Worker Program

Moved by Brehmer, seconded by Auger to approve the Omnibus Agenda
 Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith
 Motion carried; 6-ayes, 0-nays

DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA:
 None

APPROVAL OF BILLS: Moved by Glogowski, seconded by Dianis, to approve the List of Bills and payroll expenses for payment in the amount of \$2,840,834.29
 Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith
 Motion carried; 6-ayes, 0-nays

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	518,367.05
02	CEMETERYY	2,951.60
04	STREET IMPROVEMENT	66,256.63
05	SWIMMING POOL	811.473
06	PARK IMPROVEMENT	13,517.50
07	WATER & SEWER	1,578,550.95
12	WATER & SEWER IMPROVEMENT	15,435.32

16	DEVELOPMENT FUND	1,366.28
26	NATURAL AREA & DRAINAGE IMPROVEMENT	38,761.25
28	BUILDING MAINTENANCE SERVICE	10,882.47
29	VEHICLE MAINTENANCE SERVICE	18,121.78
	TOTAL ALL FUNDS	2,265,022.30

COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

- (1) Approve a Special Event Permit and Waiver of Fees, for the Crystal Lake Lions Rugby Football Club Tournament at Spella Park on May 11 and May 18, 2024**

Moved by Auger seconded by Dianis to approve a Special Event Permit and Waiver of Fees, for the Crystal Lake Lions Rugby Football Club Tournament at Spella Park on May 11 and May 18, 2024
 Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith
 Motion carried; 6-ayes, 0-nays

- (2) Approve a Special Event Permit and Waiver of Fees, for the Algonquin Aces Memorial Day Weekend Bash, Softball Tournament May 24-26, 2024 at the Algonquin Lakes Park and Kelliher Park Fields**

Moved by Auger seconded by Glogowski to approve a Special Event Permit and Waiver of Fees, for the Algonquin Aces Memorial Day Weekend Bash, Softball Tournament May 24-26, 2024 at the Algonquin Lakes Park and Kelliher Park Fields
 Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Spella, Brehmer, Smith
 Motion carried; 6-ayes, 0-nays

B. GENERAL ADMINISTRATION

None

C. PUBLIC WORKS & SAFETY

None

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

Thank you to all that contributed to the Ted Spella Leadership School, and congratulations to all of the graduates.

Mr. Kumbera:

No Report

COMMUNITY DEVELOPMENT:

Ms. Gock:

Thanked the Village for a wonderful 12 year run, as this is her last Board Meeting.

PUBLIC WORKS:

Ms. Zimmerman:

Construction season is fully underway, asphalt patching, sewer televising and getting recreational parks cleaned up for baseball tournaments have kept the department busy.

POLICE DEPARTMENT:

Deputy Chief Cooney:

Chief Walker will be receiving a donation from the Rotary Club tomorrow morning for the Department's Green Bracelet Program.

CORRESPONDENCE:

None

OLD BUSINESS:

None

NEW BUSINESS:

A. Pass an Ordinance (2024-O-18) Amending Chapter 33.07, Increasing the Number of Available Class F Liquor Licenses

Moved by Auger seconded by Glogowski to pass an Ordinance Amending Chapter 33.07, Increasing the Number of Available Class F Liquor Licenses

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

Motion carried; 6-ayes, 0-nays

B. Pass a Resolution (2024-R-52) Accepting and Approving an Agreement with Poligon for the Purchase of Presidential Park Entry Sign and Dugouts in the Amount of \$124,936.00

Moved by Auger seconded by Glogowski to pass a Resolution (2024-R-52) Accepting and Approving an Agreement with Poligon for the Purchase of Presidential Park Entry Sign and Dugouts in the Amount of \$124,936.00

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

Motion carried; 6-ayes, 0-nays

C. Pass Resolution (2024-R-53) Authorizing Execution of an Engagement Letter with Speer Financial, Inc. for Municipal Advisor Services Related to the Issuance of Series 2024 General Obligation Bonds

Moved by Auger seconded by Glogowski to pass Resolution Authorizing Execution of an Engagement Letter with Speer Financial, Inc. for Municipal Advisor Services Related to the Issuance of Series 2024 General Obligation Bonds

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

Motion carried; 6-ayes, 0-nays

D. Pass Resolution (2024-R-54) Authorizing Execution of an Engagement Letter with Chapman and Cutler LLP for Bond Counsel Services Related to the Issuance of Series 2024 General Obligation Bonds

Moved by Auger seconded by Glogowski to pass Resolution Authorizing Execution of an Engagement Letter with Chapman and Cutler LLP for Bond Counsel Services Related to the Issuance of Series 2024 General Obligation Bonds

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

Motion carried; 6-ayes, 0-nays

EXECUTIVE SESSION:

None

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

Voice vote; all voting aye

The meeting was adjourned at 7:54 P.M.

Submitted:

Approved this 7th day of May, 2024

Village Clerk, Fred Martin

Village President, Debby Sosine



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On April 16, 2024
Village Board Room
2200 Harnish Dr. Algonquin, IL**

Trustee Auger, Chairperson, called the Committee of the Whole meeting to order at 7:54 p.m.

AGENDA ITEM 1: Roll Call to Establish a Quorum

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

A quorum was established

Staff in Attendance: Tim Schloneger, Village Manager; Michael Kumbera, Deputy Village Manager; Michele Zimmerman, Assistant Public Works Director; Tim Cooney, Deputy Police Chief; Katie Gock, Recreation Superintendent; and Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Public Comment

None

AGENDA ITEM 3: Community Development

None

AGENDA ITEM 4: General Administration

Mr. Kumbera:

A. Consider a Cable Franchise Agreement with Comcast of Northern Illinois

In 2018, the Village entered into a cable service franchise agreement with Comcast (2018-R-62) effective for five years. This agreement mirrors prior agreements, granting Comcast authorization to utilize Village rights of way in compliance with municipal codes and establishing a 5% fee on Comcast's gross revenues derived from its operations within the Village.

Under Federal law, before the Village can renew this proposed franchise agreement, a public hearing must be held. Accordingly, the Village has published a notice to hold a hearing on May 21, 2024, to allow the public the opportunity to comment on the proposed franchise renewal. After that hearing, if this franchise agreement is in acceptable form, the Village Board may approve it at that same meeting.

Staff recommends the Committee of the Whole forward this item to the Village Board for approval by resolution at their meeting on May 21, pending the outcome of a public hearing on the same date.

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

B. Consider a Revision to the Investment Policy

The Village's Investment Policy, last revised in 2020, provides a strategic framework for managing treasury operations. Our primary goal remains the safekeeping and liquidity of principal, alongside achieving a market-competitive yield on Village reserves.

Following the acquisition of our primary banking institution by a credit union, staff conducted a thorough review of our policy to ensure it continues to meet our operational needs and maintains robust safeguards. Key updates proposed are as follows:

1. **Management of Police Pension Fund:** Responsibility for the investment activities of the Police Pension Fund has been transferred to the Illinois Police Officers' Pension Investment Fund.
2. **Expanded Investment Options:** We have updated our policy to include the possibility of investing in financial institutions insured by the National Credit Union Association (NCUA).
3. **Standby Letter of Credit:** Introduced as a new option for securing deposits, providing an alternative to traditional pledged securities/collateral.
4. **Benchmark Adjustment:** The investment benchmark has been updated to the three-month U.S. Treasury Bill to better align with the Village's passive investment strategy.

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution at their meeting on May 7, 2024.

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

C. Consider Authorized Financial Institutions as Designated Depositories

As part of its treasury management activities, the Village maintains several bank and investment accounts at multiple financial institutions. The Village Board, from time to time, shall designate depositories in which the funds and moneys belonging to the Village, in the custody of the Village Treasurer, and also all moneys collected by the Village, shall be kept.

Proposed is a Resolution listing the nine (9) banks and financial institutions the Village is actively engaged with, including Michigan State University Federal Credit Union, which is in the process of acquiring Algonquin State Bank.

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution at their meeting on May 7, 2024.

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

AGENDA ITEM 5: Public Works & Safety

Ms. Zimmerman:

A. Consider an Agreement with Hayes Industries for the Lead Service Replacement Project

In alignment with the Lead Service Line Replacement and Notification Act mandated by the state of Illinois in 2022, our Village has been at the forefront in cataloging water service line materials and devising an initial lead service line replacement plan. This legislation obligates communities to conduct a comprehensive inventory of water service lines by April 15, 2024. A water service line, for clarification, is the small diameter pipe facilitating water flow from the Village water main into private properties. Ownership of the service line is divided between the Village (from the main to the parkway shutoff valve) and private homeowners (from the parkway shutoff valve into the home).

Our proactive efforts over recent years have significantly advanced our lead service line identification and replacement endeavors. Among the 11,809 active service lines within the Village, only 66 remain unidentified. Of the total, 35 are confirmed lead and are slated for full replacement within this year. The downtown area predominantly hosts these lead service lines. In our commitment to infrastructure improvement, we have preemptively replaced lead service lines during area constructions, thus avoiding the necessity to disturb newly paved roads. To date, 122 lead service lines have been replaced by a private contractor, encompassing the full scope from the water main to the water meter inside the homes. The preferred method of replacement has been directional boring, aimed at minimizing restoration efforts. All internal restorations have been executed with minimal disruption, ensuring the new copper pipe is seamlessly integrated into the property. These interventions are thoroughly inspected by certified plumbing inspectors and are backed by a one-year warranty from the executing contractor.

Currently, with a relatively minor tally of 101 lead service lines awaiting replacement, the Village is positioned to set a commendable example for lead mitigation within community distribution systems. The FY-2024/2025 budget includes \$400,000.00 in the Water/Sewer Capital fund dedicated to the replacement of approximately 40 lead service lines. Following our satisfactory history with Hayes Industries, Inc., a proposal has been received from this certified plumbing entity, which has reliably completed similar projects within the downtown vicinity. Hayes Industries, Inc. is well-acquainted with our expectations regarding customer service and has consistently demonstrated excellence in their past engagements. Their proposal outlines the removal of 40 lead service lines at a capped expense of \$400,000.00, for a unit cost of \$9,736.98 per home.

Given the proven track record of Hayes Industries, Inc., their competitive pricing, and the intricacies involved in working on private properties, it is recommended that the Village awards the contract to this firm. The contract will maintain a (not to exceed) of \$400,000.00 to accommodate any incidental costs arising from the nature of the work on private premises. The replacement lines will be of copper, matching the dimensions of the existing lines. Residents opting out of this service will be required to sign a waiver issued by the Illinois Department of Public Health, which will exempt them from the Village's replacement mandate.

This initiative not only aligns with state legislation but also significantly contributes to the health and safety of our community by eliminating lead exposure risks. Your support and approval of the recommended contract award to Hayes Industries, Inc. will facilitate the continuation of this vital public health initiative.

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

B. Consider an Agreement with Utility Service Co. Inc. for the Huntington Standpipe Renovation and Maintenance Project

In the Villages water distribution system, our inventory includes seven elevated water tanks. Following comprehensive inspections, we have systematically evaluated each tank to prioritize our rehabilitation schedule based by its overall condition. To date, the Countryside Standpipe and Copper Oaks Tower have been successfully renovated. This year, we are focusing on the Huntington Standpipe. Plans include restoring it to

baseline condition and incorporating it into our annual maintenance program, with budget allocations set for the following year.

Utility Service Co., Inc., recognized as a leader in potable and industrial water tank maintenance across America, offers extensive solutions for water quality management. Their expertise spans active water mixing systems to tank cleaning, underscoring a commitment to exceptional water quality standards.

Over the past three years, Utility Service Co., Inc. has remarkably renovated two of our tanks, both aesthetically and structurally, thereby enhancing their longevity and reliability.

Currently, the Water and Sewer Improvement Fund (Infrastructure Maintenance) has allocated \$750,000.00 for the Huntington Standpipe project. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Huntington Standpipe renovation with mixing system installation in the amount of \$692,764.00 to Utility Service Co., Inc.

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

AGENDA ITEM 6: Executive Session
None

AGENDA ITEM 7: Other Business
None

AGENDA ITEM 8: Adjournment
There being no further business, Chairperson Auger adjourned the meeting at 8:04 p.m.

Submitted: _____
Fred Martin, Village Clerk

RESOLUTION NO. 2024-R-_____

**DESIGNATION OF DEPOSITORIES FOR FUNDS AND OTHER PUBLIC MONIES
IN THE CUSTODY OF THE VILLAGE OF ALGONQUIN**

WHEREAS, the investment of municipal funds is governed by the Public Funds Investment Act, 30 ILCS 235; and

WHEREAS, the Village of Algonquin (“Village”) has established an investment policy to further guide investment activities to achieve safety, liquidity, and yield-rate of annual return; and

WHEREAS, Public Funds Investment Act calls for the designation of depositories for fund and other public monies in the custody of the Village and sets certain requirements to be followed by financial institutions so designated; and

WHEREAS, the Village Treasurer requests the Board of Trustees to designate banks or other financial institutions, including brokered investments, in which the funds and monies of the Village may be deposited.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Village of Algonquin, Kane and McHenry Counties, Illinois that the following named banks and other financial institutions are hereby designated as depositories for fund and other public monies in the custody of the Village:

- ALGONQUIN STATE BANK, N.A.
- BANK OF NEW YORK MELLON CORPORATION
- CHARLES SCHWAB CORPORATION
- HOME STATE BANCORP, INC
- ILLINOIS FUNDS
- ILLINOIS INSTITUTIONAL INVESTORS TRUST FUND
- ILLINOIS METROPOLITAN INVESTMENT FUND
- JP MORGAN CHASE BANK, N.A.
- MICHIGAN STATE UNIVERSITY FEDERAL CREDIT UNION

BE IT FURTHER RESOLVED, before any funds are deposited into any of the designated depositories, a copy of the aforesaid financial statements of the depository will be placed on file.

PASSED AND APPROVED, by the Board of Trustees for the Village of Algonquin on the _____ day of _____ 2024.

Aye:

Nay:

Absent:

Abstain:

(SEAL)

APPROVED:

Debby Sosine, Village President

ATTEST: _____
Fred Martin, Village Clerk



2024 - R -
VILLAGE OF ALGONQUIN
RESOLUTION

WHEREAS, it is the policy of the Village of Algonquin to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state statutes governing the investment of public funds.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES of the VILLAGE OF ALGONQUIN, MCHENRY AND KANE COUNTIES, ILLINOIS, that the Village of Algonquin Investment Policy, attached hereto and made a part hereof, is hereby adopted.

DATED this ____ day of _____, 2024

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



Village of Algonquin

Investment Policy

1. POLICY

It is the policy of the Village of Algonquin (Village) to prudently invest public funds in a manner that will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state statutes governing the investment of public funds.

2. SCOPE

This investment policy applies to all financial assets of the Village except for the Police Pension Fund which is subject to the order of the Board of Trustees of that particular fund. These funds are accounted for in the Village's Annual Comprehensive Financial Report (ACFR) and include:

2.1. FUNDS

- 2.1.1. *General Fund*
- 2.1.2. *Special Revenue Funds*
- 2.1.3. *Capital Project Funds*
- 2.1.4. *Enterprise Funds*
- 2.1.5. *Trust and Agency Funds*
- 2.1.6. *Debt Service Fund*
- 2.1.7. *Any new fund created by the Village Board (unless specifically exempt)*

2.2. POOLING OF FUNDS

Except for cash in certain restricted and special funds, the Village will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration. Investment income will be allocated to the proper funds based on their respective participation and in accordance with generally accepted accounting principles.

3. GENERAL OBJECTIVES

The primary objectives, in priority order, of the Village's investment activities shall be safety, liquidity, and yield rate of annual return on investments.

3.1. SAFETY

The safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

3.1.1. Credit Risk

Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by: (1) limiting investments to the safest types of securities listed in Section 7.0 of this Investment Policy, (2) pre-qualifying the financial institutions, brokers-dealers, intermediaries, and advisors with which an entity will do business in accordance with Section 5.0, and (3)

diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

3.1.2. Interest Rate Risk

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by: (1) structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, (2) managing fixed-income investments where the investor builds a ladder by dividing his or her investment dollars evenly among bonds or certificates that mature at regular intervals such as every six months, once a year, or every two years, and (3) investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy. (See Section 8.2.)

3.2. LIQUIDITY

The investment portfolio will remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrently with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

3.3. YIELD-RATE OF ANNUAL RETURN ON INVESTMENTS

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on Investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions: (1) a declining credit security could be sold early to minimize loss of principal, (2) a security swap would improve the quality yield, or target duration, in the portfolio; or (3) liquidity needs of the portfolio require that the security be sold.

4. STANDARDS OF CARE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

4.1. PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.2. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Village Manager any material financial interests in financial institutions that conduct business. They shall further disclose any large personal financial/investment positions that could be related to the performance of the Village's portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

4.3. DELEGATION OF AUTHORITY

Authority to manage the Village's investment program is derived from the following: Management and administrative responsibility for the investment program is hereby delegated to the Treasurer who, under the direction of the Village Manager, shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to safekeeping, delivery versus payment, PSA repurchase agreements, wire transfer agreements, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Village may enter into an agreement with an investment advisor that is registered under the Investment Advisors Act of 1940.

The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The Treasurer may from time to time amend the written procedures in a manner not inconsistent with this policy or with state statutes.

The responsibility for investment activities of the Police Pension Fund rests with the Illinois Police Officers' Pension Investment Fund.

The Village Treasurer, appointed by the Village President with the advice of the Trustees, advises the Village Board on investment policy and is an ex-officio member of the Police Pension Fund.

5. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES & BROKER/DEALERS

The Treasurer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will be maintained of approved security broker-dealers, selected by creditworthiness, who maintain an office in the state of Illinois. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state statutes.

The Village Board authorizes the Treasurer to invest up to \$250,000.00 in any FDIC or NCUA-insured financial institution.

All financial institutions and broker-dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following:

- audited financial statements demonstrating compliance with state and federal capacity adequacy guidelines
- proof of Financial Industry Regulatory Authority (FINRA) certification (not applicable to Certificates of Deposit counterparties)
- proof of state registration
- completed broker-dealer questionnaire
- certification of having read the Village's investment policy
- depository contracts

A current audited financial statement is required to be on file for each financial institution and broker-dealer in which the Village invests.

6. SAFEKEEPING AND CUSTODY

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

Securities will be held by an independent third-party custodian selected by the Village as evidenced by safekeeping receipts in the Village's name. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standard No. 70, or SAS 70) or other appropriate Internal Control Letter.

6.1. INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Village are protected from loss, theft, or misuse.

Details of the internal controls system shall be documented in an investment procedures manual and shall be reviewed and updated annually.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of the control should not exceed the benefits likely to be derived, and (2) the valuation of cost and benefits requires estimates and judgment by management.

The internal control shall address the following points:

- control of collusion
- separation of transaction authority from accounting and record-keeping
- custodial safekeeping
- avoidance of physical delivery securities
- clear delegation of authority to subordinate staff members
- written confirmation of transactions for investments and wire transfers
- development of a procedure for making wire transfers

Accordingly, the Treasurer shall establish a process for annual independent review by an external auditor to ensure compliance with policies and procedures.

7. AUTHORIZED AND SUITABLE INVESTMENTS

The Village may invest in any type of security allowed for in Illinois statutes ([Public Funds Investment Act - 30 ILCS 235/2](#)) regarding the investment of public funds. Consistent with the Government Finance Officer Association (GFOA)-Recommended Practice on Use of Derivatives by State and Local Governments, extreme caution should be exercised in the use of derivative instruments.

7.1. COLLATERALIZATION

It is the policy of the Village, and, in accordance with the GFOA's Recommended Practices on the Collateralization of Public Deposits, that funds on deposit in excess of FDIC or NCUA limits are secured by some form of collateral. The Village will accept any of the following assets as collateral:

- U.S. Government Securities
- Obligations of Federal Agencies
- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois
- Investment-grade obligation of provincial and local governments and public authorities

(The Village reserves the right to accept/reject any form of the above-named securities.)

The Village also requires that all depositories that hold Village deposits in excess of the FDIC or NCUA limit must agree to utilize the Village's Collateralization Agreement.

The amount of collateral provided will not be less than 105% of the fair market value of the net amount of public funds secured. The ratio of fair market value of collateral to the amount of funds secured will be reviewed quarterly, and additional collateral will be requested when the ratio declines below the level required. Collateral will be released if the market value exceeds the required level. Pledged collateral will be held in safekeeping by an independent third-party depository designated by the Village and evidenced by a safekeeping agreement. Collateral agreements will preclude the release of the pledged assets without an authorized signature from the Village. The Village realizes that there is a cost factor involved with collateralization, and the Village will pay any reasonable and customary fees related to collateralization.

7.2. STANDBY LETTER OF CREDIT (LOC)

As an alternative to deposits being secured by collateral, our policy allows for the use of Standby Letters of Credit (LOCs) issued by the Federal Home Loan Bank (FHLB). These LOCs provide an additional layer of credit enhancement, allowing for the investment while maintaining safety and liquidity. All LOC arrangements should be documented in writing.

8. INVESTMENT PARAMETERS

In order to reduce the risk of default, the Village will diversify the portfolio in accordance with GFOA's Recommended Practices on the Diversification of Investments as follows:

8.1. DIVERSIFICATION

- No financial institution shall hold more than 40% of the Village's investment portfolio unless collateralized, exclusive of U.S. Treasury securities in safekeeping.

- Monies deposited at a financial institution shall not exceed 75% of the capital stock and surplus of that institution.
- Commercial paper shall not exceed 15% of the Village's investment portfolio.
- Brokered certificates of deposit shall not exceed 25% of the Village's investment portfolio.
- Investing in securities with varying maturities.
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

8.2. MAXIMUM MATURITIES

To the extent possible, the Village will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Village will not directly invest in securities maturing more than three years or, in the case of mortgage-backed securities, the expected average life of any fixed-income security shall not exceed three years, from the date of purchase.

Reserve funds may be invested in securities exceeding three (3) years if the maturity or average life of such investments is made to coincide as nearly as practicable with the expected use of the funds.

Any investment purchased with a maturity or average life longer than five (5) years must be supported with written documentation explaining the reason for the purchase and must be specifically approved by the Board of Trustees.

8.3. ILLINOIS SUSTAINABLE INVESTING ACT

The Village recognizes that material, relevant, and decision-useful sustainability factors have been or are regularly considered by the Board, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. Such factors include, but are not limited to (1) corporate governance and leadership factors; (2) environmental factors; (3) social capital factors; (4) human capital factors; and (5) business model and innovation factors, as provided under the Illinois Sustainable Investing Act. (40 ILCS 5/1-113.6 and 1-113.17)

9. REPORTING

The Treasurer shall prepare an investment report at least monthly, including a management summary that provides an analysis of the status of the current investment portfolio. This management summary will be prepared in a manner that will allow the Village to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Village Manager and the Village Board and will include the following:

- listing of individual securities held, by fund, at the end of the reporting period
- listing of investments by maturity date
- the purchase institutions

9.1. PERFORMANCE STANDARDS

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis. The benchmarks shall be reflective of the actual securities being

purchased and risks undertaken and the benchmark shall have a similar weighted average maturity as the portfolio.

9.2. MARKET YIELD (BENCHMARK)

The Village's investment strategy is passive. Given this strategy, the basis used by the Treasurer to determine whether market yields are being achieved shall be the three-month U.S. Treasury Bill.

9.3. MARKING TO MARKET

The market value of the portfolio shall be calculated at least quarterly, and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that a review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA-Recommended Practices on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools". In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

10. INVESTMENT POLICY ADOPTION

The Village's investment policy shall be adopted by resolution of the Village Board of Trustees. The policy shall be reviewed periodically by the Treasurer, and any modifications made thereto must be approved by the Village Board of Trustees.

GLOSSARY

AGENCIES: Federal agency securities.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report for the Village of Algonquin. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered for securities.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure public monies.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is the delivery of securities with an exchange of money for the securities. Delivery versus receipt is the delivery of securities with an exchange of a signed receipt for the securities.

DEBENTURE: A bond secured only by the general credit of the issuer.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below the original offering price shortly after the sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the federal government set up to supply credit to various classes of institutions and individuals, e.g., S&Ls, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL FUNDS RATE: The rate of interest at which fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the 12 Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks, and about 5,700 commercial banks that are members of the system.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages. The term “pass-throughs” is often used to describe Ginnie Maes.

ILLINOIS POLICE OFFICERS’ PENSION INVESTMENT FUND (IPOPIF): The Illinois Police Officers' Pension Investment Fund is a centralized investment fund established to manage the pooled

assets of police pension funds across Illinois, aiming to optimize returns, minimize risks, and ensure the financial stability of police officers' retirement benefits.

LETTER OF CREDIT (LOC): A legal document that guarantees a financial institution's commitment of payment to a third party in the event that the financial institution's client defaults on an agreement. It acts as a safety net, providing assurance to the recipient that they will receive payment even if the buyer (or the bank's client) fails to fulfill their obligations.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

NATIONAL CREDIT UNION ADMINISTRATION (NCUA): A federal agency established to regulate, charter, and supervise federal credit unions. It ensures the safety and soundness of the credit union system by administering the National Credit Union Share Insurance Fund (NCUSIF), which protects deposits at federally insured credit unions, promoting confidence in the national system of cooperative credit.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the most important and most flexible monetary policy tool of the Federal Reserve.

PORTFOLIO: Collection of securities held by an investor.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state-the-so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking reasonable income and preservation of capital.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission- (SEC-) registered securities broker-dealers, banks, and a few unregulated firms.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer," in effect, lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SEC RULE 15C3-1: See uniform net capital rule.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate-term coupon-bearing U.S. Treasury securities having initial maturities of from one to ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage.

(a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security.

(b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms, as well as non-member broker-dealers in securities, maintain a maximum ratio of indebtedness to liquid capital of 15 to 1, also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Hayes Industries, Inc. for the Lead Service Replacement Project in the Amount of \$400,000.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)

Date: April 9th, 20 24

Purchase Order No. _____

Project: Lead service line removals	Location: Various
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Originating Department: Water Treatment

Owner	Contractor/Vendor	Architect/Engineer
Village of Algonquin Address: 110 Meyer Drive, Algonquin, IL 60102 Phone: 847-658-2700 x4401 Fax: 847-658-2759 Contact: Michele Zimmerman	Name: Hayes Industries Inc. Address: 1611 Villa Street, Elgin, IL 6012 Phone: 847-289-9400 Fax: 847-289-9455 Contact: Logan Hayes	Name: N/A Address: N/A Phone: N/A Fax: N/A Contact: N/A

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

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is \$ 400,000.00

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

- Q General Contract, dated _____, _____
- Q Specification No(s): _____, dated _____, _____
- Q Plans dated : _____
- Q Addendum No(s): _____
- Q Other: _____

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
	N/A	Lead service line removals from various locations. Not to Exceed \$400,000.00	\$ 400,000.00	\$ 400,000.00
			TOTAL	\$ 400,000.00

NOTES:

- 1) _____
- 2) _____

WARRANTIES and INDEMNIFICATION: Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (1) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner's Notice to Proceed, and to complete the Work no later than _____ (_____) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

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

CONTRACTOR/VENDOR:

PURCHASER: Village of Algonquin

By: 
 Authorized Vendor Representative
 Dated: 9/11/24

 Title: Debby Sosine, Village President

SUPPLEMENTAL CONDITIONS

1. Acceptance of Purchase Agreement: The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

2. Amendment, Modification or Substitution: This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.

3. Familiarity With Plans; Qualifications: Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.

4. Workmanship; Safety: All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards.

5. Extra's and Change Orders: No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person having actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

6. Inspection and Acceptance: Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

7. Taxes, Delivery, Risk of Loss: Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods

come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is E 9995 0855 05.

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

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

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

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

11. Indemnity: Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor or those working at their direction.

Further:

11.1 Contractor/Vendor acknowledges that should any items or Work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Contractor/Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorney's fees.

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

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

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

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

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

18. Tobacco Use: Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

19. Assignment: Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

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

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

22. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

23. Recovery of Fees. In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

CONTRACTOR/VENDOR:



4/11/24

Date



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Utility Service Co., Inc. for the Huntington Standpipe Renovation and Maintenance Project in the Amount of \$692,764.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)

Date: 4/2/2024

Purchase Order No. _____

Project: **Huntington Dr. booster station standpipe renovations**

Location: _____

Originating Department: Water treatment

Owner	Contractor/Vendor	Architect/Engineer
Owner : Village of Algonquin Address: 2200 Harnish Dr Algonquin, IL 60102 Phone: 847-658-2754 Fax: 847-658-2759 Contact: Jason Meyer	Name: Utility Service Co., Inc. Address: P.O. Box 1350 Perry, Georgia 31069 Phone: 630-280-5620 Fax: Contact: Chad Johnson	Name: N/A Address: N/A Phone: N/A Fax: N/A Contact: N/A

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

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is \$ 692,764.00 _____.

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

Q General Contract, dated _____, 2018

Q Specification No(s): _____, dated _____, 2018

Q Plans dated : _____

Q Addendum No(s): _____

Q Other: _____

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Huntington Dr. booster station standpipe renovations, will include sandblasting the standpipe, priming and painting and installing a mixing system inside of the standpipe.	\$692,764.00	\$692,764.00
			TOTAL	\$692,764.00

NOTES:

- 1) _____
- 2) _____

WARRANTIES and INDEMNIFICATION: Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (1) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner’s Notice to Proceed, and to complete the Work no later than _____ (_____) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

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

CONTRACTOR/VENDOR: Utility Service Co., Inc.

PURCHASER: Village of Algonquin

By: _____

Title: _____

Authorized Vendor Representative

Dated: May 1, 2024

SUPPLEMENTAL CONDITIONS

1. Acceptance of Purchase Agreement: The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

2. Amendment, Modification or Substitution: This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.

3. Familiarity With Plans; Qualifications: Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.

4. Workmanship; Safety: All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards

5. Extra's and Change Orders: No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

6. Inspection and Acceptance: Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

7. Taxes, Delivery, Risk of Loss: Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

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

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

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

11. Indemnity: Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor or those working at their direction.

Further:

11.1 Contractor/Vendor acknowledges that should any items or Work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Contractor/Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorney's fees.

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

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

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

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

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

18. Tobacco Use: Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

19. Assignment: Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

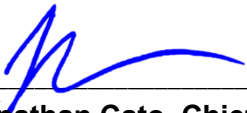
20. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right,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

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

22. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

23. Recovery of Fees. In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

CONTRACTOR/VENDOR:



Jonathan Cato, Chief Operating Officer

May 1, 2024

Date



Village of Algonquin

The Gem of the Fox River Valley

May 2, 2024

Village President and Board of Trustees:

The List of Bills dated 05/07/24 and payroll expenses totaling \$2,560,970.19 are recommended for approval. For your information, this list of bills includes the following, which are not typical in the day-to-day operations of the Village.

FYE 24

Advanced Security Technologies	151,859.00	Street Barrier System
Baxter & Woodman	24,857.04	Huntington Detention & Prescribed Burns
CDW Government	25,763.40	Subscription Services, Training & Ink Cartridge
H Linden & Sons	77,931.26	Highland Ave Watermain
H&H Electric	17,228.57	Street Light Maint
HR Green Inc	9,902.25	Surrey Ln Rch2, Souwanas Outfall & Wds Crk Rch 8
Martam Construction	34,616.59	Concrete Restoration
Metro Strategies Group	6,000.00	PR Firm - February & March 2024
Motorola Solutions	4,023.00	Starcomm21 & Airtime Charges - April 2024
Schellerer Corp	5,498.09	Canopy and Background
Synagro	10,007.25	Sludge Removal - March 2024
Third Millennium	3,824.02	04/17/24 Utility Bill & Internet E-Pay
Treasurer, State of Illinois	1,103,732.24	Schuett & Souwanas St. Impr.
Trotter & Associates	31,281.79	Water Systems Mstr Plan Update, Various Invoices
Tyler Technologies	17,814.00	Tyler Parks & Rec and Cashiering
Visu-Sewer of IL	86,154.50	Storm Sewer Lining
Water Products	6,987.64	Hydrant Parts & Brass, Caps, Couplers
Welch Bros. Inc.	5,860.00	Manhole Structure Sealant
Zukowski, Rogers, Flood & McArdle	19,772.94	March 2024 Services

FYE 25

NONE

Please note:

The 4/30/24 payroll expenses totaled \$681,227.72.



Village of Algonquin

The Gem of the Fox River Valley

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

Tim Schloneger
Village Manager

TS/lb

Village of Algonquin

List of Bills 4/30/2024

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
3M					
SIGN MATERIALS	2,115.89	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	9428238367	50240171
Vendor Total: \$2,115.89					
ADVANCED SECURITY TECHNOLOGIES LLC					
STREET BARRIER SYSTEM	151,859.00	POLICE - EXPENSE PUB SAFETY CAPITAL PURCHASE	01200200-45590-	1776	20240188
Vendor Total: \$151,859.00					
ADVOCATE HEALTH AND HOSPITALS CORPORA					
CPR & FIRST AID TRAINING	880.00	GEN NONDEPT - EXPENSE GEN GOV PROFESSIONAL SERVICES	01900100-42234-	125-CI0001565	10240561
Vendor Total: \$880.00					
AMANDA OLSTA					
UNIFORM - MAGAZINE HOLDER	68.57	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	04/11/24 PURCHASE	20240180
Vendor Total: \$68.57					
ARIES INDUSTRIES INC					
TOOLS, EQUIPMENT & SUPPLIES	692.10	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	428498	70240507
Vendor Total: \$692.10					
ARJAV & ANAY ALG CORP					
MAIL PICTURES	15.14	POLICE - EXPENSE PUB SAFETY POSTAGE	01200200-43317-	458	20240185
Vendor Total: \$15.14					
ATLAS BOBCAT LLC					
WINDOW	922.29	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BQ4682	29240047
Vendor Total: \$922.29					
BAXTER & WOODMAN NATURAL RESOURCES, L					
NAT & DRAINAGE - EXPENSE PW					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
OVERPAYMENTS ON INVOICES	-15,735.00	INFRASTRUCTURE MAINT IMPRC	26900300-43370-	INVOICE CREDITS	
		STREET IMPROV- EXPENSE PUBWRKS			
OVERPAYMENTS ON INVOICES	-5,775.69	CAPITAL IMPROVEMENTS	04900300-45593-S1744	INVOICE CREDITS	
OVERPAYMENTS ON INVOICES	-3,346.35	CAPITAL IMPROVEMENTS	04900300-45593-S1744	INVOICE CREDITS	
		NAT & DRAINAGE - EXPENSE PW			
NATURAL AREA MAINTENANCE	470.10	INFRASTRUCTURE MAINT IMPRC	26900300-43370-	0257275	40240541
		NAT & DRAINAGE - EXPENSE PW			
CAR MAX/HUNTINGTON DET/RESTRICED	9,357.04	MAINT - WATERSHED CARMAX	26900300-44425-N2431	0256522	40240513
		NAT & DRAINAGE - EXPENSE PW			
2024 NATURAL AREA PRESCRIBED BUR	15,500.00	INFRASTRUCTURE MAINT IMPRC	26900300-43370-	0256526	40240515
		Vendor Total: \$470.10			
		BEAR AUTO GROUP			
		VEHICLE MAINT. BALANCE SHEET			
FRAME ASSEMBLY	33.09	INVENTORY	29-14220-	43077	29240125
FRAME ASSEMBLY	192.64	INVENTORY	29-14220-	43077	29240125
		VEHICLE MAINT. BALANCE SHEET			
TUBE ASSEMBLY	97.63	INVENTORY	29-14220-	42914	29240167
		VEHICLE MAINT. BALANCE SHEET			
PAD	143.08	INVENTORY	29-14220-	43093	29240167
		VEHICLE MAINT. BALANCE SHEET			
INJECTOR	187.50	INVENTORY	29-14220-	42942	29240167
		VEHICLE MAINT. BALANCE SHEET			
SENSOR	313.63	INVENTORY	29-14220-	42960	29240167
		Vendor Total: \$967.57			
		BERG-JOHNSON ASSOCIATES INC			
		SEWER OPER - EXPENSE W&S BUSI			
TREATMENT FACILITY - WATERMASTER	1,305.00	MAINT - TREATMENT FACILITY	07800400-44412-	66124-0	70240505
		Vendor Total: \$1,305.00			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BEVERLY MATERIALS LLC					
RIP RAP	552.15	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	302460	50240166
Vendor Total: \$552.15					
BONNELL INDUSTRIES INC					
CYLINDER	840.32	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	0215751-IN	29240014
Vendor Total: \$840.32					
CALCO LTD					
LAB SUPPLIES	171.00	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	DI71028	70240395
Vendor Total: \$171.00					
CDW LLC					
MAGENTA INK CARTRIDGE	69.43	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	QN60572	10240545
MAGENTA INK CARTRIDGE	8.68	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	QN60572	10240545
MAGENTA INK CARTRIDGE	8.68	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	QN60572	10240545
RSA AUTHENTICATION MANAGER ENHAI	1,935.36	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	QR43459	10240546
RSA AUTHENTICATION MANAGER ENHAI	241.92	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	QR43459	10240546
RSA AUTHENTICATION MANAGER ENHAI	241.92	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	QR43459	10240546
BEYONDTRUST SECURE REMOTE ACCE	3,234.73	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	QT00437	10240547
BEYONDTRUST SECURE REMOTE ACCE	404.34	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	QT00437	10240547
WATER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BEYONDTRUST SECURE REMOTE ACCE	404.34	IT EQUIPMENT & SUPPLIES	07700400-43333-	QT00437	10240547
		GEN NONDEPT - EXPENSE GEN GOV			
PROOFPOINT SECURITY PHISHING TRAI	3,523.84	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	QP74782	10240539
		SEWER OPER - EXPENSE W&S BUSI			
PROOFPOINT SECURITY PHISHING TRAI	440.48	IT EQUIPMENT & SUPPLIES	07800400-43333-	QP74782	10240539
		WATER OPER - EXPENSE W&S BUSI			
PROOFPOINT SECURITY PHISHING TRAI	440.48	IT EQUIPMENT & SUPPLIES	07700400-43333-	QP74782	10240539
		GEN NONDEPT - EXPENSE GEN GOV			
BARRACUDA EMAIL & ARCHIVER SUBSC	11,847.36	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	QR91908	10240544
		SEWER OPER - EXPENSE W&S BUSI			
BARRACUDA EMAIL & ARCHIVER SUBSC	1,480.92	IT EQUIPMENT & SUPPLIES	07800400-43333-	QR91908	10240544
		WATER OPER - EXPENSE W&S BUSI			
BARRACUDA EMAIL & ARCHIVER SUBSC	1,480.92	IT EQUIPMENT & SUPPLIES	07700400-43333-	QR91908	10240544
Vendor Total: \$25,763.40					
CHICAGO PARTS & SOUND LLC					
		VEHICLE MAINT. BALANCE SHEET			
BATTERY CORE REFUND	-33.00	INVENTORY	29-14220-	1CR0076120	29240026
		VEHICLE MAINT. BALANCE SHEET			
BATTERIES	473.97	INVENTORY	29-14220-	1-0432173	29240026
Vendor Total: \$440.97					
CHRISTOPHER B BURKE ENG LTD					
		STREET IMPROV- EXPENSE PUBWRKS			
HIGH HILL STREET IMPROVEMENTS	77.50	ENGINEERING/DESIGN SERVICE	04900300-42232-S1923	191276	40240533
		STREET IMPROV- EXPENSE PUBWRKS			
ROLLS DRIVE IMPROVEMENTS	387.50	ENGINEERING/DESIGN SERVICE	04900300-42232-S2342	191271	40240529
		STREET IMPROV- EXPENSE PUBWRKS			
1351 LOWE ENGINEERING REVIEW	807.50	ENGINEERING/DESIGN SERVICE	04900300-42232-	190401	10240552
		STREET IMPROV- EXPENSE PUBWRKS			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WILLOUGHBY FARMS SECTION 1	930.00	ENGINEERING/DESIGN SERVICE:	04900300-42232-S2242	191272	40240530
		PARK IMPR - EXPENSE PUB WORKS			
PRESIDENTAIL PARK RECONSTRUCTION	1,582.66	ENGINEERING/DESIGN SERVICE:	06900300-42232-P2313	191273	40240531
		STREET IMPROV- EXPENSE PUBWRKS			
BUNKER HILL DRIVE IMPROVEMENTS	2,170.00	ENGINEERING/DESIGN SERVICE:	04900300-42232-S2213	191268	40240526
		W & S IMPR. - EXPENSE W&S BUSI			
HIGHLAND AVE WATERMAIN	3,100.00	ENGINEERING/DESIGN SERVICE:	12900400-42232-W2352	191270	40240528
		W & S IMPR. - EXPENSE W&S BUSI			
TOWNE PARK WATERMAIN	4,185.00	ENGINEERING/DESIGN SERVICE:	12900400-42232-W2342	191269	40240527
		STREET IMPROV- EXPENSE PUBWRKS			
TUNBRIDGE STREET IMPROVEMENTS	4,262.50	ENGINEERING/DESIGN SERVICE:	04900300-42232-S2312	191267	40240525
		STREET IMPROV- EXPENSE PUBWRKS			
WILLOUGHBY FARMS SECTION 1	10,083.62	ENGINEERING/DESIGN SERVICE:	04900300-42232-S2242	191289	40240534
		STREET IMPROV- EXPENSE PUBWRKS			
EDGEWOOD DRIVE RETAINING WALL	10,570.00	ENGINEERING/DESIGN SERVICE:	04900300-42232-	191290	40240535
		NAT & DRAINAGE - EXPENSE PW			
WINDY KNOLL & OAKVIEW DRIVE RAVIN	13,441.25	ENGINEERING/DESIGN SERVICE:	26900300-42232-N2211	191291	40240536
		STREET IMPROV- EXPENSE PUBWRKS			
IN HOUSE ENGINEERING	20,880.00	ENGINEERING/DESIGN SERVICE:	04900300-42232-	191275	40240532
Vendor Total: \$72,477.53					
COMCAST CABLE COMMUNICATION					
		PWA - EXPENSE PUB WORKS			
4/7/24 - 4/30/24 PUBLIC WORKS	16.80	EQUIPMENT RENTAL	01400300-42270-	8771 10 012 0277023	10240021
		GS ADMIN - EXPENSE GEN GOV			
4/22/24 - 4/30/24 HVH	49.40	TELEPHONE	01100100-42210-	8771 10 002 0416275	10240019
		SWIMMING POOL -EXPENSE GEN GOV			
4/14/24 - 4/30/24 POOL	95.03	TELEPHONE	05900100-42210-	8771 10 002 0452635	10240025
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
4/12/24 - 4/30/24 WTP #3	104.50	TELEPHONE	07700400-42210-	8771 10 002 0443121	10240024
		WATER OPER - EXPENSE W&S BUSI			
4/11/24 - 4/30/24 WTP #1	109.80	TELEPHONE	07700400-42210-	8771 10 002 0436950	10240020
Vendor Total: \$375.53					
COMMONWEALTH EDISON					
3/18/24 - 4/16/24 WILBRANDT REAR TOWI	25.37	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	9088991222	10240002
3/18/24 - 4/16/24 221 S MAIN	489.38	CDD - EXPENSE GEN GOV ELECTRIC	01300100-42212-	5888143000	10240001
3/18/24 - 4/16/24 BRITTANY HILLS LS	52.19	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3177644000	70240470
3/18/24 - 4/16/24 LOWE DRIVE LS	80.53	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	6425872000	70240470
3/18/24 - 4/16/24 N RIVER ROAD LS	162.36	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	2211592000	70240470
3/18/24 - 4/16/24 LA FOX RIVER LS	433.10	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5053004000	70240470
3/18/24 - 4/16/24 MCCD TRAILHEAD	38.86	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	9433451222	50240002
3/18/24 - 4/16/24 101 N HARRISON	49.59	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4053223333	50240002
3/18/24 - 4/16/24 RT 31 AND RT 62	241.01	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	2717583000	50240002
3/18/24 - 4/16/24 CHARGING STATIONS	344.75	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	8937382111	50240002
3/9/24 - 4/2/24 RATE 23 STREET LIGHTINC	17,804.36	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	6618844000	50240002
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
3/18/24 - 4/16/24 HANSON TOWER	77.75	ELECTRIC	07700400-42212-	8762201111	70240517
		WATER OPER - EXPENSE W&S BUSI			
3/18/24 - 4/16/24 SPRING HILL/COUNTY LI	80.31	ELECTRIC	07700400-42212-	5739551222	70240517
		WATER OPER - EXPENSE W&S BUSI			
3/18/24 - 4/16/24 HUNTINGTON PRESSUR	102.17	ELECTRIC	07700400-42212-	8838942000	70240517
		WATER OPER - EXPENSE W&S BUSI			
3/18/24 - 4/16/24 JACOBS TOWER	110.19	ELECTRIC	07700400-42212-	0227381222	70240517
		WATER OPER - EXPENSE W&S BUSI			
3/18/24 - 4/16/24 HILLSIDE BOOSTER	161.90	ELECTRIC	07700400-42212-	8419285000	70240517
		WATER OPER - EXPENSE W&S BUSI			
3/18/24 - 4/16/24 COPPER OAKS TOWER	263.46	ELECTRIC	07700400-42212-	4040874000	70240517
		WATER OPER - EXPENSE W&S BUSI			
3/19/24 - 4/17/24 WELL #901/SANDBLOOM	558.72	ELECTRIC	07700400-42212-	3571423333	70240517
		WATER OPER - EXPENSE W&S BUSI			
3/18/24 - 4/16/24 HUNTINGTON BOOSTER	1,630.75	ELECTRIC	07700400-42212-	9319612222	70240517
		WATER OPER - EXPENSE W&S BUSI			
3/12/24 - 4/9/24 WELL #13	1,802.04	ELECTRIC	07700400-42212-	7380525000	70240517
		GENERAL SERVICES PW - EXPENSE			
2/19/24 - 4/16/24 METERED STREET LIGH	7,028.41	ELECTRIC	01500300-42212-	4605244000	50240129
Vendor Total: \$31,537.20					
CORE & MAIN LP					
METER CHANGEOUT PROGRAM	41.30	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	U705653	70240007
METER CHANGEOUT PROGRAM	41.84	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	U705653	70240007
METER CHANGEOUT PROGRAM	47.19	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	U175425	70240007
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
METER CHANGEOUT PROGRAM	47.81	METERS & METER SUPPLIES	07700400-43348-	U175425	70240007
Vendor Total: \$178.14					
CRYSTAL LAKE GYMNASTICS TRAINING CENTE					
WINTER SPRING SESSION I	913.50	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	1023	10240247
Vendor Total: \$913.50					
DEBORAH RADELL					
CONFERENCE MEALS	1.53	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	2024 CONFERENCE	10240559
CONFERENCE MEALS	24.47	UNIFORMS & SAFETY ITEMS	01200200-47760-	2024 CONFERENCE	10240559
UNIFORM - PANTS/RAINCOAT	24.47	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	04/23/24 PURCHASE	10240559
UNIFORM - PANTS/RAINCOAT	392.28	UNIFORMS & SAFETY ITEMS	01200200-47760-	04/23/24 PURCHASE	10240559
Vendor Total: \$442.75					
DLS INTERNET SERVICES					
4/25/24 - 4/30/24 AT&T BROADBAND	1.60	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1640751	10240037
4/25/24 - 4/30/24 AT&T BROADBAND	0.20	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1640751	10240037
4/25/24 - 4/30/24 AT&T BROADBAND	0.20	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1640751	10240037
4/25/24 - 4/30/24 AT&T BROADBAND	1.60	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1640764	10240037
4/25/24 - 4/30/24 AT&T BROADBAND	0.20	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1640764	10240037
4/25/24 - 4/30/24 AT&T BROADBAND	0.20	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1640764	10240037
GEN NONDEPT - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
4/25/24 - 4/30/24 AT&T BROADBAND	1.60	IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1640767	10240037
		SEWER OPER - EXPENSE W&S BUSI			
4/25/24 - 4/30/24 AT&T BROADBAND	0.20	IT EQUIPMENT & SUPPLIES	07800400-43333-	1640767	10240037
		WATER OPER - EXPENSE W&S BUSI			
4/25/24 - 4/30/24 AT&T BROADBAND	0.20	IT EQUIPMENT & SUPPLIES	07700400-43333-	1640767	10240037
		GEN NONDEPT - EXPENSE GEN GOV			
4/25/24 - 4/30/24 AT&T BROADBAND	7.73	IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1640765	10240037
		SEWER OPER - EXPENSE W&S BUSI			
4/25/24 - 4/30/24 AT&T BROADBAND	0.97	IT EQUIPMENT & SUPPLIES	07800400-43333-	1640765	10240037
		WATER OPER - EXPENSE W&S BUSI			
4/25/24 - 4/30/24 AT&T BROADBAND	0.97	IT EQUIPMENT & SUPPLIES	07700400-43333-	1640765	10240037
		GEN NONDEPT - EXPENSE GEN GOV			
4/25/24 - 4/30/24 AT&T BROADBAND	23.31	IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1640763	10240037
		SEWER OPER - EXPENSE W&S BUSI			
4/25/24 - 4/30/24 AT&T BROADBAND	2.91	IT EQUIPMENT & SUPPLIES	07800400-43333-	1640763	10240037
		WATER OPER - EXPENSE W&S BUSI			
4/25/24 - 4/30/24 AT&T BROADBAND	2.91	IT EQUIPMENT & SUPPLIES	07700400-43333-	1640763	10240037
		GEN NONDEPT - EXPENSE GEN GOV			
4/25/24 - 4/30/24 AT&T BROADBAND	23.31	IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1640766	10240037
		SEWER OPER - EXPENSE W&S BUSI			
4/25/24 - 4/30/24 AT&T BROADBAND	2.91	IT EQUIPMENT & SUPPLIES	07800400-43333-	1640766	10240037
		WATER OPER - EXPENSE W&S BUSI			
4/25/24 - 4/30/24 AT&T BROADBAND	2.91	IT EQUIPMENT & SUPPLIES	07700400-43333-	1640766	10240037
Vendor Total: \$73.93					
DREISILKER ELECTRIC MOTORS INC					
		BUILDING MAINT. BALANCE SHEET			
COIL/RELAY	351.22	INVENTORY	28-14220-	110505	28240105
Vendor Total: \$351.22					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DYNEGY ENERGY SERVICES					
3/19/24 - 4/16/24 POOL	164.76	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	9525723630	10240222
3/19/24 - 4/16/24 ALGONQUIN SHORES LS	1,088.23	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	6226290587	70240483
3/22/24 - 4/15/24 WTP #1	4,921.08	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5190857179	70240471
3/22/24 - 4/15/24 WWTP	29,630.09	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	9232073258	70240016
3/15/24 - 4/14/24 GRAND RESERVE	1,135.73	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5732073750	70240483
3/15/24 - 4/14/24 WOODS CREEK LS	1,855.72	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	2857318217	70240483
3/18/24 - 4/15/24 BRAEWOOD LS	2,437.28	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	8487249948	70240483
3/18/24 - 4/9/24 WTP #3	3,376.85	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0846929885	70240471
3/22/24 - 4/15/24 WELL #7 AND #11	3,431.37	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0916116485	70240471
2/6/24 - 3/17/24 WTP #3	5,550.46	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0846929885	70240471
3/22/24 - 4/15/24 WTP #2	5,798.16	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1965645828	70240471
3/18/24 - 4/15/24 ZANGE BOOSTER	183.30	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	8382835298	70240019
3/12/24 - 4/8/24 WELL #15	243.94	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	8000580825	70240019
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
3/18/24 - 4/15/24 COUNTRYSIDE BOOSTER	336.59	ELECTRIC	07700400-42212-	0613290969	70240019
		WATER OPER - EXPENSE W&S BUSI			
3/18/24 - 4/15/24 CARY BOOSTER	989.42	ELECTRIC	07700400-42212-	7080300406	70240019
		WATER OPER - EXPENSE W&S BUSI			
3/18/24 - 4/15/24 WELL #9	1,846.79	ELECTRIC	07700400-42212-	8855129507	70240019
Vendor Total: \$62,989.77					
FERGUSON ENTERPRISES INC					
ROCK AWAY SWITCHES	276.50	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	8151665	28240031
Vendor Total: \$276.50					
FISHER AUTO PARTS INC					
OIL FILTER	4.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-683678	29240118
OIL FILTERS	12.04	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-684252	29240118
AIR FILTER	13.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-683199	29240118
OIL FILTER	14.88	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-683336	29240118
POWER STEERING FLUID	17.88	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-683325	29240118
FUEL WATER SEPARATOR FILTER	19.17	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-684083	29240118
POWER STEERING FLUID	36.60	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-683477	29240118
OIL FILTERS	37.78	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-683176	29240118
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
AIR FILTER	38.54	INVENTORY	29-14220-	325-684214	29240118
		VEHICLE MAINT. BALANCE SHEET			
OIL FILTER	42.21	INVENTORY	29-14220-	325-682384	29240118
		VEHICLE MAINT. BALANCE SHEET			
WINTER WIPER BLADES	50.66	INVENTORY	29-14220-	325-684140	29240118
		VEHICLE MAINT. BALANCE SHEET			
FUEL FILTER	52.94	INVENTORY	29-14220-	325-682353	29240118
		VEHICLE MAINT. BALANCE SHEET			
SYNTHETIC OIL	59.76	INVENTORY	29-14220-	325-683636	29240118
		VEHICLE MAINT. BALANCE SHEET			
SYNTHETIC OIL	59.76	INVENTORY	29-14220-	325-683851	29240118
		VEHICLE MAINT. BALANCE SHEET			
OIL	65.76	INVENTORY	29-14220-	325-683674	29240118
		VEHICLE MAINT. BALANCE SHEET			
OIL	65.76	INVENTORY	29-14220-	325-683675	29240118
		VEHICLE MAINT. BALANCE SHEET			
OIL	65.76	INVENTORY	29-14220-	325-683476	29240118
		VEHICLE MAINT. BALANCE SHEET			
OIL	67.80	INVENTORY	29-14220-	325-683200	29240118
		VEHICLE MAINT. BALANCE SHEET			
SYNTHETIC OIL	102.96	INVENTORY	29-14220-	325-683306	29240118
		VEHICLE MAINT. BALANCE SHEET			
ANTIFREEZE	135.78	INVENTORY	29-14220-	325-683817	29240118
		VEHICLE MAINT. BALANCE SHEET			
DISC BRAKE ROTORS/BRAKE PAD SET	143.65	INVENTORY	29-14220-	325-683519	29240118
		VEHICLE MAINT. BALANCE SHEET			
WINTER WIPER BLADES	255.68	INVENTORY	29-14220-	325-682378	29240118

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$1,363.99					
FOSTER COACH SALES INC					
PRESSURE TRANSDUCER	359.89	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	27378	29240171
FAN CONTROLLER	692.32	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	27385	29240171
Vendor Total: \$1,052.21					
FOX VALLEY OPERATORS ASSOCIATION					
KORDECKI TRAINING	100.00	SEWER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07800400-47740-	042424	70240515
Vendor Total: \$100.00					
GERALD A CAVANAUGH					
EXTERMINATOR - MARCH 2024	198.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	6303	28240003
EXTERMINATOR - APRIL 2024	198.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	6296	28240003
Vendor Total: \$396.00					
GORDON FLESCH CO INC					
HVH COPIER LEASE 4/10/24 - 4/30/24	173.04	GS ADMIN - EXPENSE GEN GOV LEASES - NON CAPITAL	01100100-42272-	100906172	10240553
Vendor Total: \$173.04					
GRAINGER					
BIN FOR STOCKROOM	360.51	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	9079704764	29240165
JACK STAND	530.34	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9080590186	29240154
GLUE TRAP	6.20	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9090543597	28240151
V-BELT	6.70	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9082023269	28240151
BUILDING MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BATTERIES	18.92	INVENTORY	28-14220-	9095533395	28240151
		BUILDING MAINT. BALANCE SHEET			
FUSES	46.11	INVENTORY	28-14220-	9083556721	28240151
		BUILDING MAINT. BALANCE SHEET			
CONTACTOR	83.11	INVENTORY	28-14220-	9087117140	28240151
		BUILDING MAINT. BALANCE SHEET			
PRESSURE GAUGE	96.76	INVENTORY	28-14220-	9079882826	28240151
Vendor Total: \$1,148.65					
H & H ELECTRIC CO					
		MFT - EXPENSE PUBLIC WORKS			
24-00000-00-GM STREET LIGHT MAINT	17,228.57	MAINT - STREET LIGHTS	03900300-44429-	43472	40240540
Vendor Total: \$17,228.57					
H LINDEN & SONS SEWER AND WATER INC					
		W & S IMPR. - EXPENSE W&S BUSI			
HIGHLAND AVE WATERMAIN	77,931.26	WATER MAIN	12900400-45565-W2353	Alg H 2	40240539
Vendor Total: \$77,931.26					
H R GREEN INC					
		NAT & DRAINAGE - EXPENSE PW			
SURREY LANE REACH 2 CREEK RESTOF	2,669.25	ENGINEERING/DESIGN SERVICE:	26900300-42232-N2401	173928	40240523
		STREET IMPROV- EXPENSE PUBWRKS			
SOUWANAS OUTFALL	4,500.75	ENGINEERING/DESIGN SERVICE:	04900300-42232-S2421	173929	40240524
		NAT & DRAINAGE - EXPENSE PW			
WOODS CREEK REACH 8	5,401.50	ENGINEERING/DESIGN SERVICE:	26900300-42232-N2411	173927	40240522
Vendor Total: \$12,571.50					
HIGH STAR TRAFFIC					
		GENERAL SERVICES PW - EXPENSE			
SAFETY CONES	594.00	SMALL TOOLS & SUPPLIES	01500300-43320-	4412	50240165
Vendor Total: \$594.00					
HOT SHOTS SPORTS					
		RECREATION - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WINTER SESSION II	406.00	RECREATION PROGRAMS	01101100-47701-	3505	10240098
Vendor Total: \$406.00					
IL ASSOC OF CHIEFS OF POLICE					
2024 ANNUAL ACCREDITATION FEE	800.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	15802	20240178
Vendor Total: \$800.00					
IL STATE POLICE BUREAU OF IDENTIFICATION					
LIQUOR LICENSE FINGERPRINTING	56.50	GEN FUND REVENUE - GEN GOV LICENSES	01000100-32085-	20240303578	20240193
Vendor Total: \$56.50					
ILLINOIS SHOTOKAN KARATE					
WINTER SESSION I	2,180.25	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	600	10240093
Vendor Total: \$2,180.25					
INDUSTRIAL SCIENTIFIC CORPORATION					
GAS MONITORING 3/22/24 - 4/21/24	196.42	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2726423	70240002
GAS MONITORING 3/22/24 - 4/21/24	196.42	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2726423	70240002
Vendor Total: \$392.84					
INGERSOLL RAND COMPANY					
INGERSOLL RAND REPAIR	990.25	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	31131934	28240159
Vendor Total: \$990.25					
IT SUPPLIES INC					
MAINTENANCE CARTRIDGE	180.06	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	ITS000000643896	50240163
LAMINATE	240.00	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	ITS000000644112	50240164
Vendor Total: \$420.06					
JAMES SOWIZROL					
POLICE - EXPENSE PUB SAFETY					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORM - JACKET/SHIRTS/PATCHES	249.60	UNIFORMS & SAFETY ITEMS	01200200-47760-	04/09/24 PURCHASES	20240186
Vendor Total: \$249.60					
JOHNSON CONTROLS FIRE PROTECTION LP					
FIRE SYSTEM TESTING CREDIT	-599.19	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	94222034	28240020
FIRE SYSTEM TESTING CREDIT	-428.64	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	94221985	28240020
FIRE SYSTEM TESTING & REPAIR	2,556.50	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	51817882	28240020
Vendor Total: \$1,528.67					
JOSE PELAYO					
UNIFORM - POLO SHIRTS	152.85	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	04/17/24 PURCHASE	20240194
Vendor Total: \$152.85					
JULIE PATENAUDE					
UNIFORM - PANTS AND SHIRTS	247.05	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	04/09/24 PURCHASE	20240187
Vendor Total: \$247.05					
KONEMATIC INC					
REFUND FOR WARRANTY	-426.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	935505	28240092
PD SALLY PORT DOOR REPAIR	804.18	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	938548	28240156
Vendor Total: \$378.18					
KYLE NEAMAND					
UNIFORM REIMBURSEMENT	384.47	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	04/16/24 PURCHASE	20240191
Vendor Total: \$384.47					
LANDSCAPE HUB INC					
MISCELLANEOUS PROJECT PLANTINGS	2,044.78	GENERAL SERVICES PW - EXPENSE MAINT - TREE PLANTING	01500300-44402-	1064937-1	40240538

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MISCELLANEOUS PROJECT PLANTINGS	636.96	W & S IMPR. - EXPENSE W&S BUSI WATER MAIN	12900400-45565-W2353	1064937-1	40240538
Vendor Total: \$2,681.74					
LAWSON PRODUCTS INC					
PAINT	452.40	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9311465566	29240158
SILICONE SEALANT	179.94	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9311454566	29240158
FUSES/HEX NUTS/CAP SCREWS	355.29	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9311472994	29240158
Vendor Total: \$987.63					
LEACH ENTERPRISES INC					
GASKETS	5.76	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	01P4327	29240016
SWIVEL/HOSE WIRE	113.13	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	01P4299	29240016
HOSE/SPRING BRAKE/PIN	305.24	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	01P4167	29240016
Vendor Total: \$424.13					
LRS HOLDINGS LLC					
24-00000-00-GM STREET SWEEPING	456.00	MFT - EXPENSE PUBLIC WORKS MAINT - STREETS	03900300-44428-	PS596213	40240518
Vendor Total: \$456.00					
LUDWIG SPEAKS LLC					
FINAL SPELLA SCHOOL SESSION 4/13/24	1,125.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	1132	10240551
Vendor Total: \$1,125.00					
MACQUEEN EMERGENCY GROUP					
UNIT 9143 PROX SWITCH	56.67	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P27947	29240168
Vendor Total: \$56.67					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MANSFIELD OIL COMPANY					
FUEL	1,482.84	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25272884	29240018
FUEL	3,249.08	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25250228	29240018
FUEL	3,337.80	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25250210	29240018
FUEL	5,396.23	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25272855	29240018
Vendor Total: \$13,465.95					
MARGARET BLANCHARD					
2024 VEGAS AIRLINE TICKETS	632.95	CDD - EXPENSE GEN GOV ECONOMIC DEVELOPMENT	01300100-47710-	LAS VEGAS CONFERENCE	30240051
Vendor Total: \$632.95					
MARK ZAHARA					
UNIFORM - ARMOR PLATE	285.43	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	04/08/24 PURCHASE	20240183
Vendor Total: \$285.43					
MARTAM CONSTRUCTION INC					
CONCRETE RESTORATION	17,308.30	SEWER OPER - EXPENSE W&S BUSI MATERIALS	07800400-43309-	14704	70240513
CONCRETE RESTORATION	17,308.29	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	14704	70240513
Vendor Total: \$34,616.59					
MARTELLE WATER TREATMENT					
SODIUM HYPOCHLORITE	9,632.34	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	26924	70240514
Vendor Total: \$9,632.34					
MENARDS CARPENTERSVILLE					
ANTIFREEZE	59.22	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	21224	50240169

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$59.22					
METRO STRATEGIES GROUP LLC					
PR FIRM - FEBRUARY & MARCH 2024	3,000.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-	AL-28	40240002
PR FIRM - FEBRUARY & MARCH 2024	3,000.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-	AL-28	40240002
Vendor Total: \$6,000.00					
MICHAEL PHILPOT					
KEYS CUT	21.00	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	2894	50240167
Vendor Total: \$21.00					
MID AMERICAN WATER WAUCONDA INC					
VALVE BOX RISERS	267.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	269412W	70240516
VALVE BOX RISERS	942.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	268897W	70240509
Vendor Total: \$1,209.00					
MIKE WEHRMANN					
4/9/24 NWBOCA LUNCH MEETING	30.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	04/09/24 MEETING	10240548
Vendor Total: \$30.00					
MOTOROLA SOLUTIONS INC					
STARCOM21 APRIL STATEMENT	266.50	BLDG MAINT- REVENUE & EXPENSES RADIO COMMUNICATIONS	28900000-42215-	8323420240301	10240543
STARCOM21 APRIL STATEMENT	266.50	GENERAL SERVICES PW - EXPENSE RADIO COMMUNICATIONS	01500300-42215-	8323420240301	10240543
STARCOM21 APRIL STATEMENT	266.50	PWA - EXPENSE PUB WORKS RADIO COMMUNICATIONS	01400300-42215-	8323420240301	10240543
STARCOM21 APRIL STATEMENT	266.50	SEWER OPER - EXPENSE W&S BUSI RADIO COMMUNICATIONS	07800400-42215-	8323420240301	10240543
VEHCL MAINT-REVENUE & EXPENSES					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
STARCOM21 APRIL STATEMENT	266.50	RADIO COMMUNICATIONS	29900000-42215-	8323420240301	10240543
		WATER OPER - EXPENSE W&S BUSI			
STARCOM21 APRIL STATEMENT	266.50	RADIO COMMUNICATIONS	07700400-42215-	8323420240301	10240543
		POLICE - EXPENSE PUB SAFETY			
APRIL AIRTIME CHARGES	2,464.00	RADIO COMMUNICATIONS	01200200-42215-	8323320240301	20240179
Vendor Total: \$4,063.00					
MUNICIPAL COLLECTION SERVICES INC					
		WATER & SEWER BALANCE SHEET			
W/S COLLECTION FEES - MARCH 2024	11.50	AP - COLLECTION SERVICES	07-20115-	026465	10240027
Vendor Total: \$11.50					
NAPA AUTO SUPPLY ALGONQUIN					
		VEHICLE MAINT. BALANCE SHEET			
FLOOD LAMP	107.08	INVENTORY	29-14220-	228410	29240110
		VEHICLE MAINT. BALANCE SHEET			
BATTERY	140.86	INVENTORY	29-14220-	229897	29240110
		VEHICLE MAINT. BALANCE SHEET			
DISC BRAKE PADS AND ROTORS	345.94	INVENTORY	29-14220-	229661	29240110
Vendor Total: \$593.88					
NICOR GAS					
		SWIMMING POOL -EXPENSE GEN GOV			
3/5/24 - 4/3/24 POOL BATH HOUSE	42.02	NATURAL GAS	05900100-42211-	87-21-74-1000 7	10240005
		SWIMMING POOL -EXPENSE GEN GOV			
3/5/24 - 4/3/24 POOL HOUSE	136.91	NATURAL GAS	05900100-42211-	77-21-74-1000 8	10240032
		SEWER OPER - EXPENSE W&S BUSI			
3/6/24 - 4/4/24 WWTF	821.33	NATURAL GAS	07800400-42211-	83-83-64-3667 1	70240011
		WATER OPER - EXPENSE W&S BUSI			
3/5/24 - 4/3/24 WTP #1	623.35	NATURAL GAS	07700400-42211-	44-94-77-1000 8	70240010
		WATER OPER - EXPENSE W&S BUSI			
3/8/24 - 4/8/24 WTP #3	852.46	NATURAL GAS	07700400-42211-	04-29-91-4436 2	70240010

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$2,476.07					
OFFICE DEPOT					
PAPER HOLDER	0.77	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	361629814001	10240013
DOOR STOP	6.12	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	361634284001	10240013
BANK ENDORSEMENT STAMPS	47.98	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	361634289001	10240013
Vendor Total: \$54.87					
ONE TIME PAY					
N GRUDAKOV/VILLAGE REFUND	81.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	REC CLASS REFUND	
M TO/CHANGED MIND	90.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	REC CLASS REFUND	
LABELS FOR HISTORIC COMMISSION	30.22	GS ADMIN - EXPENSE GEN GOV HISTORIC COMMISSION	01100100-47750-	04/25/2024	
583 SOUTH DRIVE - MAILBOX	80.00	GENERAL SERVICES PW - EXPENSE SNOW REMOVAL	01500300-42264-	MAILBOX REIMB	
Vendor Total: \$281.22					
POMPS TIRE SERVICE INC					
SCRAP DISPOSAL FEE	258.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640115395	29240124
TIRES	425.60	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640115351	29240124
TIRES	802.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640115242	29240124
Vendor Total: \$1,486.40					
PRESTIA TUCKPOINTING LTD					
ALGONQUIN SHORES LS WINDOW REPA	1,400.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1279	28240155

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$1,400.00					
PRODUCERS CHEMICAL COMPANY					
POOL HYDROCHLORIC ACID 20	728.70	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	49969	28240158
Vendor Total: \$728.70					
RAY O'HERRON CO INC					
UNIFORM - MOORE	27.38	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2336179	20240195
UNIFORM - BELTRAN	72.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2337468	20240195
UNIFORM - MOORE	449.98	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2337978	20240195
UNIFORM - PD STOCK	494.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2337906	20240195
Vendor Total: \$1,044.35					
RED WING SHOE STORE					
SAFETY BOOTS - RAMOS	186.99	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	20240418010153	28240157
SAFETY BOOTS - COY	195.49	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	20240425010153	50240173
Vendor Total: \$382.48					
RIEKE OFFICE INTERIORS INC					
DC COONEY DESK	4,825.00	POLICE - EXPENSE PUB SAFETY OFFICE SUPPLIES	01200200-43308-	053687	20240189
Vendor Total: \$4,825.00					
RUSH TRUCK CENTER					
UNIT 624 DPF CLEANING	250.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	3036125863	29240159
A/C FILTER ASSEMBLY	66.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3036533528	29240135
VEHICLE MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GASKET	69.90	INVENTORY	29-14220-	3035899490	29240135
		VEHICLE MAINT. BALANCE SHEET			
BRAKE CHAMBER	99.98	INVENTORY	29-14220-	3036292149	29240135
		VEHICLE MAINT. BALANCE SHEET			
VALVE CONTROL ARM	175.00	INVENTORY	29-14220-	3036982794	29240135
		VEHICLE MAINT. BALANCE SHEET			
BRAKE CLEANER	233.74	INVENTORY	29-14220-	3036892864	29240135
		VEHICLE MAINT. BALANCE SHEET			
SPEEDOMETER	245.00	INVENTORY	29-14220-	3036504804	29240135
		VEHICLE MAINT. BALANCE SHEET			
WATER PUMP KIT/BELT TENSIONER	450.00	INVENTORY	29-14220-	3035940741	29240135
		VEHICLE MAINT. BALANCE SHEET			
MOTOR/IGNITION SWITCH HOUSING	630.00	INVENTORY	29-14220-	3037052618	29240135
		VEHICLE MAINT. BALANCE SHEET			
RETURN CORE	-2,161.54	INVENTORY	29-14220-	3036114970	29240135
		VEHICLE MAINT. BALANCE SHEET			
	Vendor Total: \$58.98				
SARAH PETERS					
PEORIA CONFERENCE MEALS	26.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	2024 APRIL TRAINING	20240190
UNIFORM - PISTOL MAGAZINES	114.43	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	04/18/24 PURCHASE	20240198
	Vendor Total: \$140.43				
SHELLERER CORP INC					
CANOPY AND BACKGROUND	5,498.09	POLICE - EXPENSE PUB SAFETY D.A.R.E. / COMMUNITY PROGRAM	01200200-43364-	168476	20240197
	Vendor Total: \$5,498.09				
SHERWIN WILLIAMS					
PD LOCKER ROOM PAINT	343.70	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	4392-1	28240016

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$343.70					
SHI INTERNATIONAL CORP					
2 ADDITIONAL ADOBE LICENSES - 1 YEA	94.40	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	B18224344	10240550
2 ADDITIONAL ADOBE LICENSES - 1 YEA	11.80	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	B18224344	10240550
2 ADDITIONAL ADOBE LICENSES - 1 YEA	11.80	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	B18224344	10240550
Vendor Total: \$118.00					
SMART INDUSTRY PRODUCTS LLC					
TRASH CAN REPLACEMENT	498.00	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	14204	50240168
TRASH CAN WITH LID REPLACEMENTS	2,736.00	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	14203	50240170
Vendor Total: \$3,234.00					
STAPLES ADVANTAGE					
PRINTABLE TABS/CREAMER/SUGAR	92.62	POLICE - EXPENSE PUB SAFETY OFFICE SUPPLIES	01200200-43308-	3560847209	20240182
PRINTABLE TABS/BINDER COVERS	143.49	POLICE - EXPENSE PUB SAFETY OFFICE SUPPLIES	01200200-43308-	3560847208	20240182
Vendor Total: \$236.11					
STREICHERS					
UNIFORM - PD STOCK	91.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11691545	20240184
UNIFORM - PD STOCK	515.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11691832	20240184
Vendor Total: \$606.00					
SYNAGRO					
SLUDGE REMOVAL - MARCH 2024	10,007.25	SEWER OPER - EXPENSE W&S BUSI SLUDGE REMOVAL	07800400-42262-	46839	70240502
Vendor Total: \$10,007.25					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
T-MOBILE USA INC					
3/21/24 - 4/20/24 LIFT STATION INTERNET	37.00	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	984376041	10240030
Vendor Total: \$37.00					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY APRIL 2024	357.34	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	31336	10240034
INTERNET E-PAY APRIL 2024	357.35	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	31336	10240034
4/17/2024 UTILITY BILL	1,554.66	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	31335	10240556
4/17/2024 UTILITY BILL	1,554.67	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	31335	10240556
Vendor Total: \$3,824.02					
THOMPSON ELEVATOR INSP					
ELEVATOR INSPECTIONS	86.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	24-0087	30240001
ELEVATOR INSPECTIONS	645.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	24-0812	30240001
Vendor Total: \$731.00					
THOMSON SURVEYING LTD					
LAND SURVEYING	1,969.40	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	59618	30240052
Vendor Total: \$1,969.40					
TODAYS UNIFORMS					
UNIFORM - PETERS	89.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	251000	20240196
EMBROIDERED HATS	1,141.80	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	255352	20240181
POLICE - EXPENSE PUB SAFETY					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNIFORM - HUNTER	23.95	UNIFORMS & SAFETY ITEMS	01200200-47760-	255586	20240192
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - MALMGREN	49.95	UNIFORMS & SAFETY ITEMS	01200200-47760-	253335	20240192
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - COONEY	56.80	UNIFORMS & SAFETY ITEMS	01200200-47760-	252740	20240192
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - PANOZZO	64.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	256159	20240192
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - PD STOCK	301.85	UNIFORMS & SAFETY ITEMS	01200200-47760-	253951	20240192
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - COONEY	377.70	UNIFORMS & SAFETY ITEMS	01200200-47760-	253942	20240192
		POLICE - EXPENSE PUB SAFETY			
UNIFORM - PD STOCK	790.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	253909	20240192
		POLICE - EXPENSE PUB SAFETY			
	Vendor Total: \$2,896.00				
TREASURER, STATE OF ILLINOIS					
		STREET IMPROV- EXPENSE PUBWRKS			
SCHUETT & SOUWANAS STREET IMPRO	1,103,732.24	CAPITAL IMPROVEMENTS	04900300-45593-S1854	126083	40240514
	Vendor Total: \$1,103,732.24				
TRICIA A WALLACE					
		RECREATION - EXPENSE GEN GOV			
SPRING SESSION II	436.80	RECREATION PROGRAMS	01101100-47701-	2024-4	10240425
	Vendor Total: \$436.80				
TROTTER & ASSOCIATES INC					
		W & S IMPR. - EXPENSE W&S BUSI			
BIOSOLIDS HANDLING	744.50	ENGINEERING/DESIGN SERVICE	12900400-42232-W2211	23159	40240517
		W & S IMPR. - EXPENSE W&S BUSI			
WTP 1&2 ROOF & AERATOR REPLACEMENT	1,119.79	ENGINEERING/DESIGN SERVICE	12900400-42232-W2301	23120	40240519
		W & S IMPR. - EXPENSE W&S BUSI			
ALGONQUIN SHORES LS PRESSURIZED	4,571.00	ENGINEERING/DESIGN SERVICE	12900400-42232-W2421	23160	40240521

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BRAEWOOD LIFT STATION IMPROVEMENT	8,285.75	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2411	23158	40240520
WATER SYSTEM MASTER PLAN UPDATE	16,560.75	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-	23121	40240516
Vendor Total: \$31,281.79					
TYLER TECHNOLOGIES INC					
TYLER PAYMENTS & RESIDENT ACCESS	479.20	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	045-460300	10240469
TYLER PAYMENTS & RESIDENT ACCESS	59.90	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	045-460300	10240469
TYLER PAYMENTS & RESIDENT ACCESS	59.90	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	045-460300	10240469
TYLER CASHIERING PRINTERS	6,492.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	045-460314	10240554
TYLER CASHIERING PRINTERS	811.50	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	045-460314	10240554
TYLER CASHIERING PRINTERS	811.50	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	045-460314	10240554
TYLER CASHIERING ONE TIME FEES	1,120.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	045-460747	10240468
TYLER CASHIERING ONE TIME FEES	140.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	045-460747	10240468
TYLER CASHIERING ONE TIME FEES	140.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	045-460747	10240468
TYLER CASHIERING ONE TIME FEES	2,240.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	045-462621	10240468
TYLER CASHIERING ONE TIME FEES	280.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	045-462621	10240468

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		WATER OPER - EXPENSE W&S BUSI			
TYLER CASHIERING ONE TIME FEES	280.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	045-462621	10240468
		GEN NONDEPT - EXPENSE GEN GOV			
TYLER PARKS & REC ONE TIME FEES	1,680.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	045-462622	10240470
		SEWER OPER - EXPENSE W&S BUSI			
TYLER PARKS & REC ONE TIME FEES	210.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	045-462622	10240470
		WATER OPER - EXPENSE W&S BUSI			
TYLER PARKS & REC ONE TIME FEES	210.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	045-462622	10240470
		GEN NONDEPT - EXPENSE GEN GOV			
TYLER PARKS & REC ONE TIME FEES	2,240.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	045-460748	10240470
		SEWER OPER - EXPENSE W&S BUSI			
TYLER PARKS & REC ONE TIME FEES	280.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	045-460748	10240470
		WATER OPER - EXPENSE W&S BUSI			
TYLER PARKS & REC ONE TIME FEES	280.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	045-460748	10240470
		Vendor Total: \$17,814.00			
		VCP INC			
		GS ADMIN - EXPENSE GEN GOV			
NAMEPLATE PRINTING	130.00	PRINTING & ADVERTISING	01100100-42243-	79045	10240549
		Vendor Total: \$130.00			
		VERIZON WIRELESS SERVICES LLC			
		BLDG MAINT- REVENUE & EXPENSES			
3/14/2024 - 4/13/2024 STATEMENT	252.00	TELEPHONE	28900000-42210-	9961611264	10240557
		CDD - EXPENSE GEN GOV			
3/14/2024 - 4/13/2024 STATEMENT	473.24	TELEPHONE	01300100-42210-	9961611264	10240557
		GEN NONDEPT - EXPENSE GEN GOV			
3/14/2024 - 4/13/2024 STATEMENT	70.59	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9961611264	10240557
		GENERAL SERVICES PW - EXPENSE			
3/14/2024 - 4/13/2024 STATEMENT	1,041.23	TELEPHONE	01500300-42210-	9961611264	10240557
		GS ADMIN - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
3/14/2024 - 4/13/2024 STATEMENT	419.06	TELEPHONE	01100100-42210-	9961611264	10240557
		POLICE - EXPENSE PUB SAFETY			
3/14/2024 - 4/13/2024 STATEMENT	711.16	TELEPHONE	01200200-42210-	9961611264	10240557
		PWA - EXPENSE PUB WORKS			
3/14/2024 - 4/13/2024 STATEMENT	489.90	TELEPHONE	01400300-42210-	9961611264	10240557
		RECREATION - EXPENSE GEN GOV			
3/14/2024 - 4/13/2024 STATEMENT	136.23	TELEPHONE	01101100-42210-	9961611264	10240557
		SEWER OPER - EXPENSE W&S BUSI			
3/14/2024 - 4/13/2024 STATEMENT	430.70	TELEPHONE	07800400-42210-	9961611264	10240557
		VEHCL MAINT-REVENUE & EXPENSES			
3/14/2024 - 4/13/2024 STATEMENT	174.98	TELEPHONE	29900000-42210-	9961611264	10240557
		WATER OPER - EXPENSE W&S BUSI			
3/14/2024 - 4/13/2024 STATEMENT	706.06	TELEPHONE	07700400-42210-	9961611264	10240557
		VILLAGE OF ALGONQUIN			
		CDD - EXPENSE GEN GOV			
PETTY CASH REIMBURSEMENT	215.00	TRAVEL/TRAINING/DUES	01300100-47740-	04/23/24 REQUEST	10240555
		VISU-SEWER OF ILLINOIS LLC			
		NAT & DRAINAGE - EXPENSE PW			
STORM SEWER LINING	86,154.50	INFRASTRUCTURE MAINT IMPRC	26900300-43370-	10077	40240537
		WATER OPER - EXPENSE W&S BUSI			
B-BOX CAPS	310.80	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0321845	70240506
		WATER OPER - EXPENSE W&S BUSI			
B-BOX COUPLERS	370.00	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0321942	70240508
		WATER OPER - EXPENSE W&S BUSI			
HYDRANT PARTS AND BRASS	6,307.64	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0321771	70240503

Vendor Total: \$4,905.15

Vendor Total: \$215.00

Vendor Total: \$86,154.50

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$6,988.44					
WELCH BROS INC					
MANHOLE STRUCTURE SEALANT	5,860.00	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	3269418	70240510
Vendor Total: \$5,860.00					
WESTMONT INTERIOR SUPPLY HOUSE					
ARMS	840.60	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	170923-00	28240154
Vendor Total: \$840.60					
WM J CASSIDY TIRE & AUTO SUPPLY LLC					
TIRES	715.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	902029082	29240139
Vendor Total: \$715.00					
ZIEGLERS ACE HARDWARE					
FASTENERS	2.79	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	043769/L	70240511
WELL #9 - ADAPTERS	4.57	WATER OPER - EXPENSE W&S BUSI MAINT - WELLS	07700400-44418-	043753/L	70240512
Vendor Total: \$7.36					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES, ORDINANCE VIOLATIO	7,728.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	167929	
TRAFFIC CASES, ORD VIOL-COSTS ADV/	17.86	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	167929	
PLANNING, ZONING, BLDG COMMISSION	2,867.50	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	167929	
PLANNING, ZONING, BLDG COMM-COSTS	1,110.08	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	167929	
PERSONNEL MATTERS	92.50	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	167929	
POLICE - EXPENSE PUB SAFETY					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PERSONNEL MATTERS	971.25	LEGAL SERVICES	01200200-42230-	167929	
		GS ADMIN - EXPENSE GEN GOV			
LIQUOR COMMISSIONER	231.25	LEGAL SERVICES	01100100-42230-	167929	
		CDD - EXPENSE GEN GOV			
MISCELLANEOUS	277.50	LEGAL SERVICES	01300100-42230-	167929	
		GS ADMIN - EXPENSE GEN GOV			
MISCELLANEOUS	323.75	LEGAL SERVICES	01100100-42230-	167929	
		CDD - EXPENSE GEN GOV			
METTINGS	46.25	LEGAL SERVICES	01300100-42230-	167929	
		GS ADMIN - EXPENSE GEN GOV			
METTINGS	1,063.75	LEGAL SERVICES	01100100-42230-	167929	
		PWA - EXPENSE PUB WORKS			
PUBLIC WORKS/ADMINISTRATION	2,451.25	LEGAL SERVICES	01400300-42230-	167929	
		STREET IMPROV- EXPENSE PUBWRKS			
PUBLIC WORKS/ADMINISTRATION	92.50	LEGAL SERVICES	04900300-42230-	167929	
		POLICE - EXPENSE PUB SAFETY			
TRAFFIC, ORD VIOLATIONS-MUN COURT	371.25	LEGAL SERVICES	01200200-42230-	167929	
		CDD - EXPENSE GEN GOV			
VILLAGE PROP MATTERS-MISCELLANEC	693.75	LEGAL SERVICES	01300100-42230-	167929	
		GS ADMIN - EXPENSE GEN GOV			
VILLAGE PROP MATTERS-MISCELLANEC	185.00	LEGAL SERVICES	01100100-42230-	167929	
		STREET IMPROV- EXPENSE PUBWRKS			
VILLAGE PROP MATTERS-MISCELLANEC	1,248.75	LEGAL SERVICES	04900300-42230-	167929	

Vendor Total: \$19,772.94

REPORT TOTAL: \$1,875,010.43

Village of Algonquin

List of Bills 4/30/2024

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	275,076.46
03	MFT	17,684.57
04	STREET IMPROVEMENT	1,153,620.82
05	SWIMMING POOL	438.72
06	PARK IMPROVEMENT	1,582.66
07	WATER & SEWER	156,308.12
12	WATER & SEWER IMPROVEMENT	120,135.01
26	NATURAL AREA & DRAINAGE IMPROV	117,258.64
28	BUILDING MAINT. SERVICE	8,197.11
29	VEHICLE MAINT. SERVICE	24,708.32
TOTAL ALL FUNDS		<u><u>1,875,010.43</u></u>

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

DATE: 5-2-24

APPROVED BY: 

Village of Algonquin

List of Bills 5/7/2024

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
COMCAST CABLE COMMUNICATION					
5/1/24 - 5/31/24 POLICE DEPARTMENT	3.49	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10250030
5/1/24 - 5/31/24 POLICE DEPARTMENT	0.71	SEWER OPER - EXPENSE W&S BUSI EQUIPMENT RENTAL	07800400-42270-	8771 10 002 0011217	10250030
5/1/24 - 5/6/24 PUBLIC WORKS	4.22	PWA - EXPENSE PUB WORKS EQUIPMENT RENTAL	01400300-42270-	8771 10 012 0277023	10250028
5/1/24 - 5/10/24 WTP #1	55.10	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0436950	10250027
5/1/24 - 5/11/24 WTP#3	60.40	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0443121	10250031
5/1/24 - 5/13/24 POOL	72.87	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10250032
5/1/24 - 5/21/24 HVH	115.50	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10250026
	Vendor Total: \$312.29				
COMPLETE CLEANING CO INC					
GMC CLEANING SERVICES - MAY 2024	2,495.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C27174	28250011
	Vendor Total: \$2,495.00				
DLS INTERNET SERVICES					
5/1/24 - 5/25/24 AT&T BROADBAND	6.40	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1640751	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	0.80	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1640751	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	0.80	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1640751	10250019

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
5/1/24 - 5/25/24 AT&T BROADBAND	6.40	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1640764	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	0.80	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1640764	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	0.80	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1640764	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	6.40	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1640767	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	0.80	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1640767	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	0.80	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1640767	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	32.27	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1640765	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	4.03	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1640765	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	4.03	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1640765	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	96.99	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1640763	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	12.13	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1640763	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	12.13	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1640763	10250019
5/1/24 - 5/25/24 AT&T BROADBAND	97.01	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1640766	10250019
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
5/1/24 - 5/25/24 AT&T BROADBAND	12.12	IT EQUIPMENT & SUPPLIES	07800400-43333-	1640766	10250019
		WATER OPER - EXPENSE W&S BUSI			
5/1/24 - 5/25/24 AT&T BROADBAND	12.12	IT EQUIPMENT & SUPPLIES	07700400-43333-	1640766	10250019
		GEN NONDEPT - EXPENSE GEN GOV			
5/25/24 - 6/25/24 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1641798	10250019
		SEWER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1641798	10250019
		WATER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1641798	10250019
		GEN NONDEPT - EXPENSE GEN GOV			
5/25/24 - 6/25/24 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1641810	10250019
		SEWER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1641810	10250019
		WATER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1641810	10250019
		GEN NONDEPT - EXPENSE GEN GOV			
5/25/24 - 6/25/24 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1641813	10250019
		SEWER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1641813	10250019
		WATER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1641813	10250019
		GEN NONDEPT - EXPENSE GEN GOV			
5/25/24 - 6/25/24 AT&T BROADBAND	40.00	IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1641811	10250019
		SEWER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	5.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1641811	10250019
		WATER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	5.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1641811	10250019

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		GEN NONDEPT - EXPENSE GEN GOV			
5/25/24 - 6/25/24 AT&T BROADBAND	120.30	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1641809	10250019
		SEWER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07800400-43333-	1641809	10250019
		WATER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07700400-43333-	1641809	10250019
		GEN NONDEPT - EXPENSE GEN GOV			
5/25/24 - 6/25/24 AT&T BROADBAND	120.30	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1641812	10250019
		SEWER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07800400-43333-	1641812	10250019
		WATER OPER - EXPENSE W&S BUSI			
5/25/24 - 6/25/24 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07700400-43333-	1641812	10250019
		Vendor Total: \$687.59			
		GORDON FLESCH CO INC			
		GS ADMIN - EXPENSE GEN GOV			
HVH COPIER LEASE 5/1/24 - 5/9/24	74.16	LEASES - NON CAPITAL	01100100-42272-	100906172	10250003
		Vendor Total: \$74.16			
		MARSH USA INC			
		GEN NONDEPT - EXPENSE GEN GOV			
2024-2025 BOND RENEWAL-SCHLONEGE	100.00	INSURANCE	01900100-42236-	376335588546	10250002
		GEN NONDEPT - EXPENSE GEN GOV			
2024-2025 BOND RENEWAL-PAEZ	100.00	INSURANCE	01900100-42236-	376337048773	10250002
		GEN NONDEPT - EXPENSE GEN GOV			
2024-2025 BOND RENEWAL-GORECKI	100.00	INSURANCE	01900100-42236-	376332761910	10250002
		GEN NONDEPT - EXPENSE GEN GOV			
2024-2025 BOND RENEWAL-O'DONNELL	100.00	INSURANCE	01900100-42236-	376337543238	10250002
		GEN NONDEPT - EXPENSE GEN GOV			
2024-2025 BOND RENEWAL-PUBLIC EMP	203.00	INSURANCE	01900100-42236-	376337515405	10250002
		GEN NONDEPT - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2024-2025 BOND RENEWAL-PUBLIC EMP	360.00	INSURANCE	01900100-42236-	376336477727	10250002
Vendor Total: \$963.00					
VILLAGE OF ALGONQUIN					
POOL START UP BANKS FOR 2024	200.00	SWIMMING POOL BALANCE SHEET CASH REGISTER FUND - POOL	05-10605-	2024 POOL START UP	10250001
Vendor Total: \$200.00					
REPORT TOTAL: \$4,732.04					

Village of Algonquin

List of Bills 5/7/2024

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	1,710.44
05	SWIMMING POOL	272.87
07	WATER & SEWER	253.73
28	BUILDING MAINT. SERVICE	2,495.00
TOTAL ALL FUNDS		<u><u>4,732.04</u></u>

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

DATE: 5-2-24

APPROVED BY: 



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

May 6, 2024

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

May 7, 2024	Tuesday	7:25 PM	Liquor Commission Hearing	GMC
May 7, 2024	Tuesday	7:30 PM	Village Board Annual and Regular Meeting	GMC
May 8, 2024	Wednesday	7:00 PM	Historic Commission Meeting	HVH
May 9, 2024	Thursday	6:30 PM	Economic Development Commission Special Meeting	GMC
May 13, 2024	Monday	7:00 PM	Planning & Zoning Commission Meeting	GMC
May 14, 2024	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
May 18, 2024	Saturday	8:00 AM	Historic Commission Workshop	HVH
May 21, 2024	Tuesday	7:25 PM	Public Hearing – Cable Franchise	GMC
May 21, 2024	Tuesday	7:30 PM	Village Board Meeting	GMC
May 21, 2024	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC

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

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



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Village Board
<u>MEETING DATE:</u>	May 7, 2024
<u>SUBMITTED BY:</u>	Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Issuance of a Special Use Permit for a Dentist Office at 1 North Main Street

ACTION REQUESTED:

Dennis Thornton of CARR Realty, the “Petitioner”, applied for approval for the issuance of a Special Use Permit to operate a dental office, the “Request”, at 1 N. Main Street. Dental offices are allowed by right in the B-1 and B-2 Zoning Districts, but 1 North Main is zoned O-T Old Town District and therefore a Special Use Permit is required.

PLANNING & ZONING COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request for a Special Use Permit at the April 8, 2024, Planning and Zoning Commission Meeting.

After discussion, 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-2024-06 with no conditions.

STAFF RECOMMENDATION:

Staff recommends approval of the issuance of a Special Use Permit allowing a dentist office at 1 North Main Street, as outlined in the staff report for case PZ-2024-06.

ATTACHMENTS:

- Exhibit A. Planning & Zoning Staff Report and Findings of Fact for Case No. PZ-2024-06
- Exhibit B. DRAFT April 8, 2024, Planning & Zoning Commission Minutes for Case No. PZ-2024-06
- Exhibit C. Plat of Survey
- Exhibit D. Floor Plan
- Exhibit E. Ordinance



STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M Knapp, AICP
Acting Director of Community Development

CASE NUMBER:	PZ-2024-06
MEMO DATE:	March 28, 2024
PUBLIC HEARING DATE:	April 8, 2024
PROPERTY ADDRESS/LOCATION:	1 N. Main Street
APPLICANT/PROPERTY OWNER:	Dennis Thornton, CARR Realty

Summary of Request

Dennis Thornton of CARR Realty, the “Petitioner”, applied for approval for the issuance of a Special Use Permit to operate a dental office, the “Request”, at 1 N. Main Street, referred to herein as the “Subject Property.”

Location



Zoning/Future Land Use



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning Land Use	Property Size
O-T Old Town District Incorporated	Commercial Mixed-Use Building	Northwest: B-1 Gas Station Northeast: B-1 Restaurant Southwest: B-2 Parking Lot Southeast: B-2 Restaurant	1.13 acres

STAFF RECOMMENDATION SUMMARY

Staff supports the Petitioner’s Request, 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 Petitioner proposes to open a dentist office, Root Dental, in a vacant 2,139 square-foot unit in the Renew building at 1 N. Main Street. The Renew building is a mixed-use building with residential on the upper floors, retail space on the ground floor, and an underground parking garage. The proposed dental office requires a special use permit in the O-T, Old Town zoning district.

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 dental office at 1 N. Main Street, consistent with the finding of fact outlined in this report. 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:

“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 dental office a 1 N Main Street, as outlined in the staff report for case PZ-2024-06”

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

I concur:



Patrick Knapp, AICP
Acting Director of Community Development

Attachments:

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

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. I plan to build and operate a private practice dental office in the downtown area.
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 need for a variety of retail, personal services and offices in the downtown area. The proposed dental office would provide additional opportunities for the public in the downtown area and within the Village of Algonquin. The proposed 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.

Case Number PZ-2024-06 – Consideration of a Request to Approve a Special Use Permit for a Dentist Office

Deputy Director Patrick Knapp confirmed that the Public Notice requirement was fulfilled.

Maggie Grothe, gave a verbal request to the Planning & Zoning Commission to recommend approval of the Special Use Permit to run a Dentist Office in 1 North Main Street.

Deputy Director Patrick Knapp gave a digital presentation to the Planning & Zoning Commission stating that Staff supports the request with no conditions.

Commissioner Neuhalfen asked how many staff members there will be. The Petitioner stated that they would start with 2 staff members.

Commissioner Rasek asked if this was a new practice and the Petitioner stated that it was a new practice.

Commissioner Kennealy asked about parking. The Petitioner stated that there is parking across the street at the northeast corner of the building and that there is on street parking near the building.

Chair Patrician asked if there would be x-rays taken on site. The Petitioner stated that there would be x-rays. The Chair asked staff if this is an issue and staff stated that this would be reviewed in the building permit process to make sure all safety measures implemented in the design.

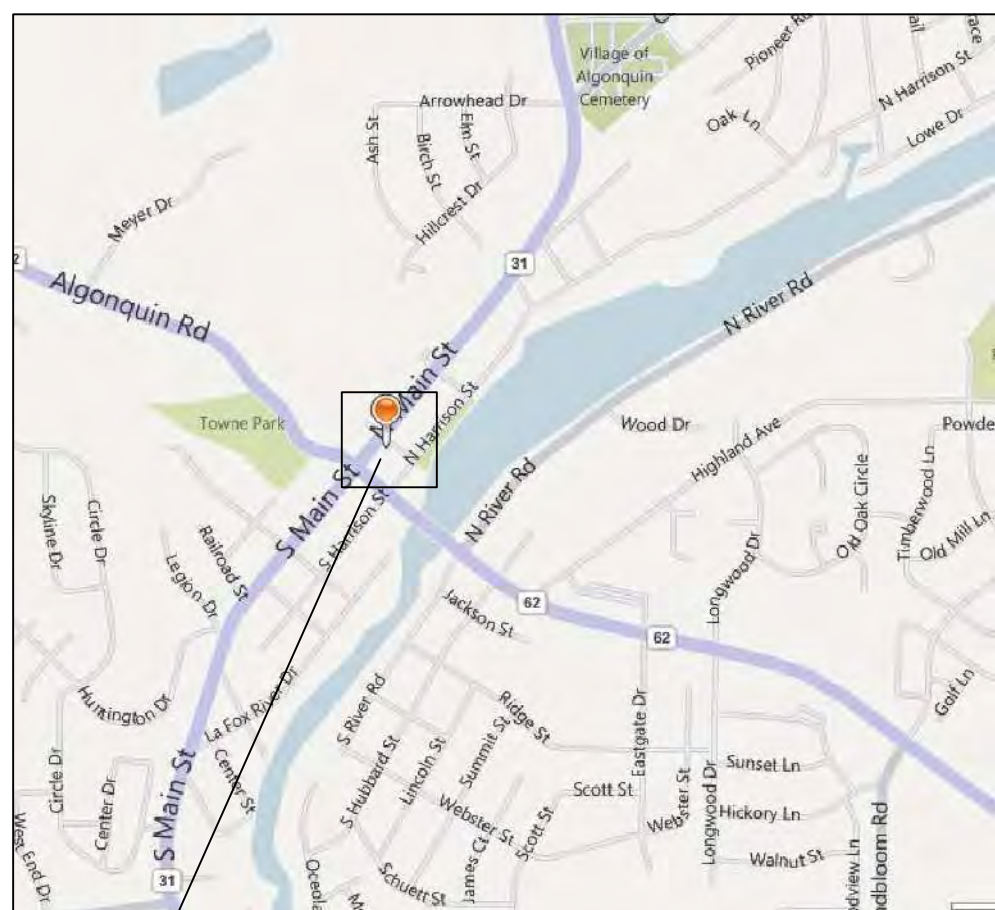
Chair Patrician opened the Public Comment portion of the Public Hearing.

Chair Patrician closed the Public Comment portion of the Public Hearing

Chair Patrician asked for a motion. A motion was made by Commissioner Rasek and seconded by Commissioner Neuhalfen 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 dental office a 1 N Main Street, as outlined in the staff report for case PZ-2024-06, dated March 28, 2024. The motion carried with a 7-0 vote.



125355 LEMONT RD. LEMONT, ILLINOIS 60439
 PHONE: (630) 739-0707 FAX: (630) 739-6080
 CHICAGO METRO AREA: (773) 581-9477 PHONE
 PROFESSIONAL DESIGN FIRM NO.184.005273
 EMAIL: SURVEYING@GEOPOOLINC.COM

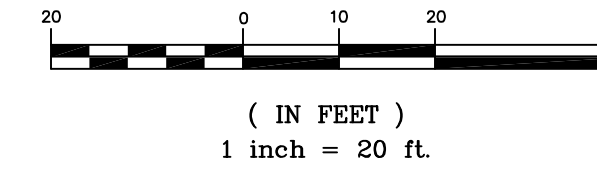


ALTA/NSPS LAND TITLE SURVEY OF

LOT 1 IN RIVERVIEW SUBDIVISION, A SUBDIVISION IN SECTION 34, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 2011, AS DOCUMENT 2011R0018667, IN MCHENRY COUNTY, ILLINOIS.



GRAPHIC SCALE



GENERAL NOTES:

- BASED ON THE TITLE COMMITMENT REPORT BY STEWART TITLE GUARANTY COMPANY FILE NO. 18000031922, EFFECTIVE DATE: APRIL 12, 2018.
- AS OF ITEM NO. 7 OF SCHEDULE B PART II (THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT 2013R0015553, AND IS SUBJECT TO ADDITIONAL TAXES OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.) SEE DOCUMENT FOR PARTICULAR.
- AS OF ITEM NO. 8 OF SCHEDULE B PART II (TERMS AND PROVISIONS OF THE ENVIRONMENTAL NO FURTHER REMEDIATION LETTER RECORDED MAY 20, 2013 AS DOCUMENT 2013R0025311) SEE DOCUMENT FOR PARTICULAR.
- AS OF ITEM NO. 9 OF SCHEDULE B PART II (THE PLAT OF RIVERVIEW SUBDIVISION AFORESAID CONTAINS A NOTATION THAT THERE SHALL BE NO DIRECT ACCESS TO IL ROUTE 62 AND RIGHT-OUT ONLY ACCESS TO IL ROUTE 31) AFFECTS THE PROPERTY. SEE DOCUMENT FOR PARTICULAR. SURVEYOR NOTES "NO RIGHT TURN ONLY" SIGN AT DRIVE AT NORTHWEST CORNER OF PARCEL.
- AS OF ITEM NO. 10 OF SCHEDULE B PART II (AMENDED AND RESTATED GRANT OF EASEMENT DATED JANUARY 23, 2017 AND RECORDED FEBRUARY 1, 2017 AS DOCUMENT 2017R007826, RELATING TO GRANTS FROM THE VILLAGE TO RIVERSIDE AND RIVERSIDE TO THE VILLAGE FOR PERPETUAL EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT. SEE DOCUMENT FOR PARTICULAR.
- AS OF ITEM NO. 11 OF SCHEDULE B PART II (EASEMENT AGREEMENT MADE BY THE VILLAGE OF ALGONQUIN AND RIVERSIDE SQUARE, LLC RECORDED NOVEMBER 20, 2007 AS DOCUMENT 2007R007826, RELATING TO GRANTS FROM THE VILLAGE TO RIVERSIDE AND RIVERSIDE TO THE VILLAGE FOR PERPETUAL EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT. SEE DOCUMENT FOR PARTICULAR.

NOTE: SEE SAID INSTRUMENT AND ITS PLAT EXHIBITS FOR DETAILS.

NOTE: SAID AGREEMENT PROVIDES, AMONG OTHER THINGS, AS FOLLOWS:
 "RIVERSIDE HEREBY GRANTS, CONVEYS AND TRANSFERS TO THE VILLAGE, A PERPETUAL EASEMENT OVER THE PARKING SPACES INDICATED AS PUBLIC ON THE SUBJECT PROPERTY AS DEPICTED ON EXHIBIT A ("VILLAGE EASEMENT"). THE LEGAL DESCRIPTION FOR SAID VILLAGE EASEMENT WAS NOT AVAILABLE AT THE TIME THIS DOCUMENT WAS ORIGINALLY PREPARED AND, THEREFORE, THE LEGAL DESCRIPTION WILL BE ADDED AS AN ADDENDUM TO THIS DOCUMENT ONCE IT IS AVAILABLE AND THIS DOCUMENT WILL THEN BE RE-RECORDED."

OUR SEARCHES DO NOT DISCLOSE THAT THIS HAS BEEN DONE.

7. AS OF ITEM NO. 12 OF SCHEDULE B PART II (APPARENT EASEMENTS IN FAVOR OF ANY PUBLIC OR QUASI PUBLIC UTILITIES, AS DISCLOSED BY THE FOLLOWING MATTERS SHOWN ON THE PLAT OF SURVEY PREPARED BY GEOPOOL CIVIL ENGINEERS LAND SURVEYORS DATED MARCH 3, 2011:
 (a) STORM MANHOLES;
 (b) AT&T PAD AND POLE;
 (c) TRAFFIC LIGHTS AND SIGNS.
 NOTE: THIS COMPANY IS NOT IN POSSESSION OF A COPY OF SAID SURVEY. AFFECTS THE PROPERTY AS DEPICTED ON THE PLAT.

8. AS OF ITEM NO. 13 OF SCHEDULE B PART II (ENCROACHMENTS SHOWN ON THE PLAT OF SURVEY PREPARED BY GEOPOOL CIVIL ENGINEERS LAND SURVEYORS DATED MARCH 3, 2011:
 (a) BUILDING OVER THE NORTHEASTERLY LINE;
 (b) BUILDING OVER THE SOUTHEASTERLY LINE.
 NOTE: THIS COMPANY IS NOT IN POSSESSION OF A COPY OF SAID SURVEY. AFFECTS THE PROPERTY AS DEPICTED ON THE PLAT.

9. FOR BUILDINGS LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, TITLE COMMITMENT, ORDINANCE, ETC.

10. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.

11. THE BEARINGS HAS BEEN ROTATED TO MATCH LEGAL DESCRIPTION IN CONDEMNATION CASE NO. 866D2. BEARINGS AND LEGAL DESCRIPTIONS IN CONFLICT HAVE BEEN ADJUSTED AS NEEDED.

12. BASE OF THE BEARINGS IS NORTHEASTERLY LINE OF ALGONQUIN ROAD AT A BEARING OF S45°55'16"W.

13. SURVEY IS BASED ON FIELD WORK COMPLETED ON MARCH 3, 2011 AND UPDATED APRIL 26, 2018

14. LOT AREA 61,915 SQ. FT OR 1.4214 ACRES.

15. BUILDING AREA AT GROUND LEVEL 36,486 SQ. FT.

16. A PORTION OF SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "AE" AS SHOWN ON NATIONAL FLOOD INSURANCE PROGRAM RATE MAP NUMBER 17110C0341, EFFECTIVE DATE NOVEMBER 16, 2006, FOR COMMUNITY NUMBER 170474, IN MCHENRY COUNTY, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

17. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

18. AS TO TABLE "A" ITEMS:
 ITEM 1. AS DEPICTED ON THE PLAT
 ITEM 2. AS DEPICTED ON THE PLAT
 ITEM 3. A PORTION OF SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "AE" AS SHOWN ON NATIONAL FLOOD INSURANCE PROGRAM RATE MAP NUMBER 17110C0341, EFFECTIVE DATE NOVEMBER 16, 2006, FOR COMMUNITY NUMBER 170474, IN MCHENRY COUNTY, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
 ITEM 4. LOT AREA 61,915 SQ. FT OR 1.4214 ACRES.
 ITEM 7(a). AS DEPICTED ON THE PLAT
 ITEM 7(b)(1). BUILDING AREA AT GROUND LEVEL 36,486 SQ. FT.
 ITEM 8. AS DEPICTED ON PLAT
 ITEM 11. LOCATION OF UTILITIES EXISTING ON OR SERVING THE SURVEYED, PROPERTY AS DETERMINATE BY: OBSERVED EVIDENCE COLLECTED PURSUANT TO SECTION 5.E.4
 ITEM 16. THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

19. INFORMATION PROVIDED BY CLIENT AND BY PUBLIC RECORDS.

CERTIFIED TO:
 STEWART TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(g), 7(b)(1), 7(b)(2), 7(c) 8, 9, 11, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON APRIL 26, 2018.

DATE OF PLAT OR MAP: MAY 2, 2018

SIGN: _____
 REGISTRATION NO. 035-003403
 MY LICENSE EXPIRE 11/30/2018



- LEGEND:**
- MANHOLE
 - DRAIN
 - WATER MANHOLE
 - COMBINE MANHOLE
 - STORM MANHOLE
 - SANITARY MANHOLE
 - COMED MANHOLE
 - TRAFFIC MANHOLE
 - ELECTRIC MANHOLE
 - CATCH BASIN
 - GAS VALVE
 - WATER METER
 - UTILITY POWER POLE
 - LIGHT POLE
 - TRAFFIC LIGHT
 - SIGN
 - WATER BUFFALO BOX
 - ELECTRIC METER
 - ELECTRIC SERVICE
 - GAS METER
 - WS WATER SERVICE
 - OCT CLEAN OUT
 - EHH ELECTRIC HAND HOLE
 - SHH STREET LIGHT HAND HOLE
 - OTS TELEPHONE SERVICE
 - OSS SANITARY SERVICE
 - OS DOWN SPOUT
 - EB ELECTRIC BOX
 - TREE
 - HYDRANT
 - INLET
 - BOC BACK OF CURB
 - SET IRON PIPE + CROSS
 - PIPE REBAR/ROD - NOTCH
 - CHAIN LINK FENCE
 - WOOD FENCE
 - IRON FENCE
- ABBREVIATIONS:**
 L = ARC LENGTH
 R = RADIUS
 CH = CHORD LENGTH
 (R) = RECORD VALUE
 (M) = MEASURED VALUE
 (C) = CALCULATED VALUE
 P.U.D. = PUBLIC UTILITY & DRAINAGE EASEMENT
 NLY = NORTHERLY
 SLY = SOUTHERLY
 ELY = EASTERLY
 WLY = WESTERLY
 TYP = TYPICAL

SCALE 1 INCH EQUALS 20 FEET
 DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF.

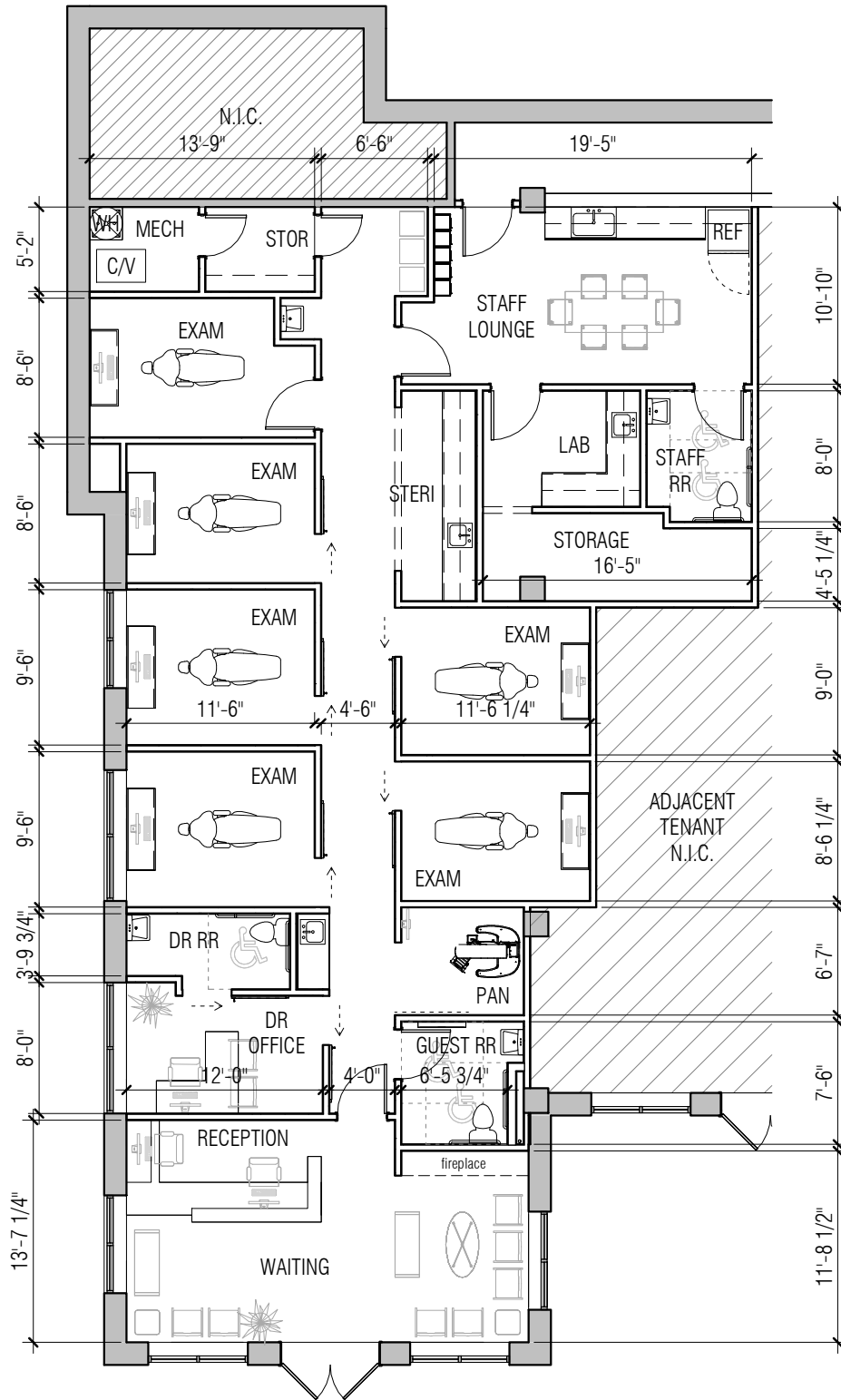
ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR: **UC Funds**
 O: (857) 288-2834 / W: (413) 219-7241
 E: jpecoy@ucfunds.com

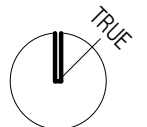
FRAC. NW 1/4 OF SEC.34-T43N-R8E OF 3rd P.M.
 P.I.N. NO. 19-34-127-025

1 NORTH MAIN STREET, ALGONQUIN, ILLINOIS 60102

DRAWN: K.B.	DATE: 04-27-18	CHECKED: KAK	DATE: 04-30-18	SHEET:
PROJ # 11-019/18-056	FILE:11019/18056	FIELD BOOK: 03-02	DATE: 03-02-11	1 OF 1



TOTAL AREA: 2,139 SF



0' 4' 16'

SCALE: 3/32" = 1'-0"

SD 1

FIRST FLOOR PLAN

ON POINT
DESIGN BUILD

DR. MAGGIE GROTHE
N. Main Street, Algonquin, IL 60102

PROJECT NUMBER: 24-C
DATE: 03.12.2024

CONFIDENTIAL. FOR DESIGN INTENT ONLY. NOT FOR CONSTRUCTION
This drawing is for internal use only. Outside distribution without written approval is unauthorized. This drawing is for preliminary use only. Further study and coordination with Dept of Building officials is required to confirm code compliance.

ORDINANCE NO. 2024 – O _____

**AN ORDINANCE ISSUING A SPECIAL USE PERMIT FOR A DENTAL OFFICE
(1 North Main Street)**

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

WHEREAS, a petition was submitted to the Village of Algonquin (“Village”) by Dennis Thornton, the petitioner, and by Mike Earl VP of FPA Algonquin Commercial, LLC, the current owner of record of all land within the territory described, to issue a Special Use Permit to allow a dental office on certain territory legally described as follows:

LOT 1 IN RIVERVIEW SUBDIVISION, A SUBDIVISION IN SECTION 34, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 2011, AS DOCUMENT 2011R0018667, IN MCHENRY COUNTY, ILLINOIS.

Commonly known as 1 North Main Street Algonquin, Illinois, McHenry County, 60102 (“Subject Property”); and

WHEREAS, the Planning and Zoning Commission reviewed the request at a public hearing on April 8, 2024, after due notice in the manner provided by law; and

WHEREAS, the Planning and Zoning Commission, after deliberation, accepted the findings of fact outlined in the staff report for Case No. PZ-2024-06 and recommended issuance of the Special Use Permit for the Subject Property; and

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

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

SECTION 1: A Special Use Permit to allow a dental office is hereby issued for the Subject Property.

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

SECTION 3: The findings of fact on the petition to issue the Special Use Permit are hereby accepted.

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

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

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Village Board
<u>MEETING DATE:</u>	May 7, 2024
<u>SUBMITTED BY:</u>	Director Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Adopt a Resolution Extending the Algonquin State Bank Redevelopment Agreement Negotiation Period with the Preferred Developer, Kopetsky Properties, LLC

ACTION REQUESTED:

The negotiation period with the preferred developer for the Algonquin State Bank has expired and staff is requesting approval of a resolution authorizing an additional 90 days to complete negotiations and finalize a Redevelopment Agreement. The preferred developer, Kopetsky Properties, LLC, now has 2 Letters of Intent for businesses that would lease 100% of the space and has also hired a Project Manager to assist with remodeling the building. The negotiated terms of the Redevelopment Agreement will be presented at a future meeting.

RESOLUTION NO. 2024 – R – ____

RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2023-R-100, DESIGNATING KOPETSKY PROPERTIES, LLC AND ITS AFFILIATES AS THE PREFERRED DEVELOPER FOR THE ALGONQUIN STATE BANK PROPERTY LOCATED AT 221 SOUTH MAIN STREET, ALGONQUIN, ILLINOIS WITHIN THE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA AND AUTHORIZING THE NEGOTIATIONS OF A REDEVELOPMENT AGREEMENT THERETO

WHEREAS, the President and Board of Trustees of the Village of Algonquin (the "Corporate Authorities"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in 2023, the Corporate Authorities approved a Preferred Developer Agreement Designating Kopetsky Properties, LLC., and its Affiliates for the property known as the Algonquin State Bank Property located at 221 South Main Street, Algonquin.

WHEREAS, an amendment to extend the Preferred Development Agreement to July 8, 2024, is necessary, with a one-time extension, if needed, for an additional 90 days (October 7, 2024).

Dated this ____ day of May, 2024

(seal)

APPROVED:

Debby Sosine, Village President

ATTEST: _____
Fred Martin, Village Clerk



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 7, 2024

TO: Village Board

FROM: Cliff Ganek, P.E.; Village Engineer

SUBJECT: Recommendation to award the bid and two alternate items for Towne Park Reconstruction to Martam Construction, Inc. and to execute a contract with Christopher B. Burke Engineering, LTD. for Construction Oversight

Towne Park is one of the Village’s most popular and heavily used parks due to its proximity to the newly revitalized downtown corridor and event programming. The Park includes strong historical and community connections as the home of the Angel Towne Playground and the Julius “Tubby” Simonini Field. Both of these amenities are beloved by the community, particularly the playground, funded and constructed by community members in 1994. The improvements to the park will include a nature-themed custom playground with rubber surfacing, a permanent bandshell, a combined pavilion with restroom facilities, entryway signage, a walking path loop, and landscaping.

In 2022, the Village received an Open Space Lands Acquisition and Development (OSLAD) grant from the Illinois Department of Natural Resources (IDNR) to partially offset this project's construction cost. The \$600,000 grant includes improvements to the playground equipment, bandshell structure, and looped walking path. Hitchcock Design Group led the plan's design, which was finalized this spring.

The project was let for bid in March, with a bid opening on April 9th. The bid included a base bid and two alternates*.

1. Main Entry Gateway Sign
2. South Playground Seating Area

*Alternates can be viewed on pages 8 and 9 of this memo.

The Village received one bidder, Martam Construction, providing a base bid of \$4,303,866.15 and a total bid of \$4,372,386.15 with both alternates. The project also includes “By Owner” items purchased separately from the bid and installed by the bidding contractor or the Village. The By Owner items can be seen on page 7 of this memo. The estimated total cost for the By Owner items, excluding the alternates, is \$1,422,177. In summation, the total amount to complete the project is \$5,794,563.15.

This amount is over the \$5,000,000 budgeted for in the Park Fund to complete construction.

Due to the elevated bid cost and the lack of bidders on the project, staff considered rebidding the project, but based on feedback from prospective bidders, it was determined that rebidding the project would not yield a more favorable result. Staff then identified a few items that were bid much higher than estimated and negotiated a few of the items to reduce the bid amount by \$91,775. **The negotiated bid amount with both alternatives that will be recommended by staff is \$4,280,611.15 (\$5,702,788.15 with By Owner).**

Martam Construction has successfully completed over \$30 million in construction projects in the Village, primarily in the downtown area, as well as miscellaneous water main, drainage, and roadway projects. Additionally, Martam was recently awarded the Presidential Park Reconstruction project on the east side of the Village. Given Martam's current and past success in the Village, their experience with custom projects, and overall quality workmanship, staff is confident Martam will provide a high-quality final product once again.

To manage this comprehensive and custom project, staff requested the attached proposal from Christopher B. Burke Engineering, LTD. (CBBEL) to lead the construction oversight team. A project of this magnitude will require an experienced construction engineer with experience on many different projects. Staff is confident that CBBEL will continue to perform exceptionally well on this project and help guide it to completion.

The lead agency for construction oversight will be CBBEL. The same oversight team tasked with Presidential Park will also manage Towne Park for consistency. Hitchcock will assist with design clarifications, progress meetings, review/recommend shop drawings, and closeout and grant submittals. These tasks are included in Hitchcock's existing contract. The remainder of the day-to-day oversight will be CBBEL's responsibility. The submitted proposal from CBBEL is a not-to-exceed amount of \$212,525.00, 3.8% of the construction costs. This figure also includes the fees for establishing the project website through Metro Strategies.

Staff proposed \$230,000 for construction oversight in the Park Fund in FY2024/25. The project is expected to begin in early June, with a substantial completion at the end of November with the final completion at the end of the year.

Staff recommends that the Village Board consider these two items for approval and award the bid for the construction of Towne Park Reconstruction to Martam Construction, Inc., and approve the contract for construction oversight to Christopher B. Burke Engineering, Ltd.

Summary

1. This is a premier, area-wide project that requires an experienced contractor and detailed construction oversight.
2. The project is receiving an OSLAD grant through the IDNR with a spring 2025 deadline.
3. The construction cost for this project is over budget, but funds are available due to the bid award for Presidential Park being under budget along with construction oversight for both Presidential Park and Towne Park.
4. The project includes both alternate bid items that were bid favorably and will provide great value to the final product.



May 1, 2024

Mr. Clifton V. Ganek
Village Engineer
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

RE: Towne Park Bid Review

Dear Mr. Ganek,

After attending the bid opening on April 9, 2024, and reviewing the bids, Martam Construction is the apparent low bidder. Please see their attached Schedule of Values noting acceptance of both project alternates. We also contacted Martam Construction's references, and asked the following questions:

Communications

1. Were they easy to communicate with?
2. Did they initiate communications when problems arose?
3. Were they good problem solvers, did they want to be involved in the solution?
4. Did they follow standard procedures for RFIs, payout applications, etc?

Quality:

1. Would you describe their work as detailed oriented?
2. Were there any quality/craftsmanship issues with their or their sub-contractors work?
3. Was any work removed and re-done due to poor quality or non-passing test results?

Budget/Schedule:

1. Did they initiate a lot of change orders?
2. Was their pricing for Owner requested change orders reasonable?
3. Did they meet the project deadline? If no, why not?

Miscellaneous:

1. If given the opportunity to hire or recommend them would you?

Our conclusions, after reviewing Martam Construction's bid and based on their references:

1. It appears that Martam Construction has completed many projects that feature good quality construction.
2. It appears that Martam Construction has good problem solving skills and is good at coordinating and communicating with all of the involved parties.
3. It appears that Martam Construction consistently completes their work on time.

We have reviewed the bid forms and found everything in order. Martam Construction has produced reasonable references and has met the bidding and experience requirements.

Sincerely,
Hitchcock Design Group

Doug Fair
Principal

SECTION 000415 - SCHEDULE OF VALUES

Δ2 = Addendum #2

Date: March 19, 2024
 RE: Towne Park

NOTES:

1. Bidder to complete Section 000415-Schedule of Values and enter total amount in appropriate space in Section 000410-Bid Form.
2. Bidder is responsible for performing all quantity take-offs necessary to complete the work as drawn and specified.
3. The successful bidder will be required to enter into a lump sum contract agreement with the owner. No additional payments will be made due to discrepancies between bidder's estimated quantities, owner's estimated quantities, and the actual installed quantities to construct the work as drawn and specified .
4. This Schedule of Values form will become part of the Contract Documents and will be used as a basis for reviewing the Contractor's Applications for Payment. The Schedule of Values Unit Prices and 000416-Unit Price Schedule will be used to establish change orders for additions or deductions to the project as approved by the Owner.
5. This Schedule of Values form is available in Microsoft Excel format from the landscape architect upon request.
6. Quantities shown below are estimates and for reference only - actual quantity calculations are the responsibility of the contractor.

Section	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
Division 1	General Requirements					
	contracting requirements	1	LS	\$ 182,000.00	\$ 182,000.00	
	general conditions	1	LS	\$ 215,000.00	\$ 215,000.00	
	construction layout & as-built survey	1	LS	\$ 26,880.00	\$ 26,880.00	
					Section Subtotal:	\$ 423,880.00
24119	Selective Structure Demolition					
	storage shed structure, concrete pad/foundation	1	LS	\$ 27,000.00	\$ 27,000.00	
	restroom building structure and foundation	1	LS	\$ 32,500.00	\$ 32,500.00	
	shelter, footings, and concrete pad/foundation	1	LS	\$ 33,500.00	\$ 33,500.00	
					Section Subtotal:	\$ 93,000.00
033000	Cast-in-Place Concrete					
	gazebo footings	4	EA	\$ 2,755.00	\$ 11,020.00	
	bandshell steps	14	CY	\$ 2,270.00	\$ 31,780.00	
					Section Subtotal:	\$ 42,800.00
55213	Pipe & Metal Handrails					
	hand rails - bandshell steps	32	LF	\$ 378.00	\$ 12,096.00	
	guard rail - bandshell access ramp	90	LF	\$ 492.00	\$ 44,280.00	
					Section Subtotal:	\$ 56,376.00
101400	Signage					
	interpretive sign - installation	1	LS	\$ 1,086.00	\$ 1,086.00	
	bandshell column plaque - installation	2	EA	\$ 815.00	\$ 1,630.00	
	tubby's outfield memorial plaque at bandshell - installation	1	LS	\$ 2,715.00	\$ 2,715.00	
					Section Subtotal:	\$ 5,431.00

107000 Exterior Specialties						
	restroom shelter building - furnish & install	1	LS	\$ 904,000.00	\$ 904,000.00	
	bandshell structure - furnish & install	1	LS	\$ 800,000.00	\$ 800,000.00	
	restroom building - furnish & install	1	LS	\$ 324,000.00	\$ 324,000.00	
Δ2	sonitrol system - installation	1	LS	\$ 29,000.00	\$ 29,000.00	
Section Subtotal:						\$ 2,057,000.00

116800 Play Field Equipment and Structures						
Δ2	playground equipment - installation	1	LS		\$ -	
	gazebo - installation	1	LS	\$ 44,000.00	\$ 44,000.00	
Section Subtotal:						\$ 44,000.00

129300 Site Furnishings						
	bench - installation	1	LS	\$ 11,000.00	\$ 11,000.00	
	litter receptacle - installation	1	LS	\$ 5,400.00	\$ 5,400.00	
	game table - installation	1	LS	\$ 7,500.00	\$ 7,500.00	
	ping pong table - installation	1	LS	\$ 7,500.00	\$ 7,500.00	
Δ2	picnic table (round) - installation	1	LS	\$ 4,500.00	\$ 4,500.00	
Δ2	bike rack - installation	1	LS	\$ 10,875.00	\$ 10,875.00	
Section Subtotal:						\$ 46,775.00

221113 Facility Water Distribution Piping						
	new water service and buffalo box	1	LS	\$ 6,950.00	\$ 6,950.00	
	water service replacement and connection	1	LS	\$ 6,950.00	\$ 6,950.00	
	water service - 1.5" line (copper)	81	LF	\$ 125.00	\$ 10,125.00	
	water service - 2" (hdpe)	214	LF	\$ 66.00	\$ 14,124.00	
Section Subtotal:						\$ 38,149.00

224300 Facility Sanitary Sewage						
	sanitary sewer - 6" pvc	40	LF	\$ 321.00	\$ 12,840.00	
	remove and replace sanitary grinder pump	1	LS	\$ 12,250.00	\$ 12,250.00	
	sanitary manhole - 4" diam.	1	EA	\$ 10,000.00	\$ 10,000.00	
Section Subtotal:						\$ 35,090.00

265600 Exterior Lighting						
	bury existing overhead electrical lines	1	LS	\$ 18,605.00	\$ 18,605.00	
	utility mounted transformer	1	LS	\$ 40,385.00	\$ 40,385.00	
	power to panel at south restroom building	1	LS	\$ 30,126.00	\$ 30,126.00	
	power to panel at restroom - shelter building	1	LS	\$ 43,955.00	\$ 43,955.00	
	site service panel mdp at bandshell	1	LS	\$ 38,222.65	\$ 38,222.65	
	pedestrian pole lighting	5	EA	\$ 15,712.00	\$ 78,560.00	
	pathway bollard lights	13	EA	\$ 8,630.00	\$ 112,190.00	
Section Subtotal:						\$ 362,043.65

311000 Site Clearing					
silt fence	5,357	LF	\$ 4.55	\$ 24,374.35	
cofferdams, dewatering, and sediment filter bag	1	LS	\$ 22,000.00	\$ 22,000.00	
temporary construction fence	625	LF	\$ 8.20	\$ 5,125.00	
stabilized construction entrance	340	SY	\$ 24.00	\$ 8,160.00	
stabilized construction entrance - wood matting	170	SY	\$ 53.00	\$ 9,010.00	
inlet and pipe protection	1	EA	\$ 300.00	\$ 300.00	
inlet filters - fabric type	7	EA	\$ 288.00	\$ 2,016.00	
tree protection fencing	1,000	LF	\$ 4.50	\$ 4,500.00	
tree removal	13	EA	\$ 825.00	\$ 10,725.00	
remove playground equipment and footings	1	LS	\$ 45,500.00	\$ 45,500.00	
salvage playground items (planks & sign)	1	LS	\$ 5,800.00	\$ 5,800.00	
remove wood timber curb	250	LF	\$ 90.00	\$ 22,500.00	
remove wood timber fence	670	LF	\$ 33.00	\$ 22,110.00	
remove chain link fence and backstop	130	LF	\$ 33.00	\$ 4,290.00	
remove vehicular access gate	1	LS	\$ 1,155.00	\$ 1,155.00	
remove wood fiber surfacing	1	LS	\$ 13,300.00	\$ 13,300.00	
remove drinking fountain and RPZ	1	EA	\$ 1,800.00	\$ 1,800.00	
remove existing sanitary sewer	84	LF	\$ 61.00	\$ 5,124.00	
remove grills	1	EA	\$ 932.00	\$ 932.00	
remove litter receptacles	6	EA	\$ 465.00	\$ 2,790.00	
remove concrete paving	2,265	SF	\$ 3.40	\$ 7,701.00	
remove asphalt paving	11,345	SF	\$ 1.50	\$ 17,017.50	
remove asphalt paving surface	4,395	SF	\$ 2.65	\$ 11,646.75	
remove light poles	2	EA	\$ 966.00	\$ 1,932.00	
remove infield mix	45	CY	\$ 71.00	\$ 3,195.00	
remove wood bollards	4	EA	\$ 466.00	\$ 1,864.00	
remove metal bollards	3	EA	\$ 700.00	\$ 2,100.00	
remove existing hydrant	1	LS	\$ 1,815.00	\$ 1,815.00	
salvage home plate & bases	1	LS	\$ 700.00	\$ 700.00	
salvage brick pavers	450	SF	\$ 10.00	\$ 4,500.00	
Section Subtotal:					\$ 263,982.60

312000 Earth Moving					
site earthwork and grading	1500	CY	\$ 41.00	\$ 61,500.00	
topsoil strip, stockpile, and respread	1,514	CY	\$ 16.00	\$ 24,224.00	
import/export (haul off) material	1	LS	\$ 26,000.00	\$ 26,000.00	
Section Subtotal:					\$ 111,724.00

321216 Asphalt Paving					
asphalt paving - vehicular	1410	SY	\$ 50.00	\$ 70,500.00	
asphalt paving - pedestrian	95	SY	\$ 46.50	\$ 4,417.50	
asphalt paving - pedestrian (resurface)	490	SY	\$ 22.00	\$ 10,780.00	
					\$ 85,697.50

321313 Concrete Paving and Curbs					
concrete paving - pedestrian & shelter pads	12,895	SF	\$ 17.50	\$ 225,662.50	
playground curb	270	LF	\$ 33.60	\$ 9,072.00	
planter curb	120	LF	\$ 50.00	\$ 6,000.00	
concrete band	385	LF	\$ 43.00	\$ 16,555.00	
Section Subtotal:					\$ 257,289.50

321400	Unit Paving						
	unit pavers	950	SF	\$ 25.15	\$ 23,892.50		
						Section Subtotal:	\$ 23,892.50

321816	Playground Protective Surfacing						
Δ2	pooured-in-place surfacing and base - purchased by owner, contractor installed	10,395	SF				
						Section Subtotal:	

313129	Wood Fences and Gates						
	split rail fence	70	LF	\$ 78.00	\$ 5,460.00		
						Section Subtotal:	\$ 5,460.00

327000	Native Planting						
	native seed mix	200	SY	\$ 3.60	\$ 720.00		
						Section Subtotal:	\$ 720.00

329200	Turf and Grasses						
	seed	8,775	SY	\$ 1.20	\$ 10,530.00		
	erosion control blanket - s150bn	183	SY	\$ 3.60	\$ 658.80		
	erosion control blanket-S75bn	8,633	SY	\$ 2.20	\$ 18,992.60		
						Section Subtotal:	\$ 30,181.40

329300	Plants						
Δ2	shade tree	24	EA	\$ 780.00	\$ 18,720.00		
Δ2	ornamental tree	25	EA	\$ 600.00	\$ 15,000.00		
Δ2	shrubs	154	EA	\$ 155.00	\$ 23,870.00		
Δ2	grasses	357	EA	\$ 32.00	\$ 11,424.00		
Δ2	perennials	1018	EA	\$ 27.00	\$ 27,486.00		
Δ2	groundcover	350	EA	\$ 30.00	\$ 10,500.00		
Δ2	mulch	60	CY	\$ 400.00	\$ 24,000.00		
						Section Subtotal:	\$ 131,000.00

334100	Subdrainage						
	stone riprap - class a3	12	SY	\$ 260.00	\$ 3,120.00		
	stone riprap - class a4	36	SY	\$ 200.00	\$ 7,200.00		
	fiber fabric	48	SY	\$ 5.50	\$ 264.00		
	precast reinforced concrete fes - 12"	1	EA	\$ 1,500.00	\$ 1,500.00		
	concrete headwalls for pipe drains	1	EA	\$ 1,110.00	\$ 1,110.00		
	catch basins - type c, type 1 frame, open lid	2	EA	\$ 3,275.00	\$ 6,550.00		
	catch basins - type c, type 8 grate	1	EA	\$ 3,300.00	\$ 3,300.00		
	trench backfill (special)	16	CY	\$ 90.00	\$ 1,440.00		
	pipe underdrains - 4" pvc	416	LF	\$ 45.00	\$ 18,720.00		
	pipe underdrains - 6" pvc	151	LF	\$ 65.00	\$ 9,815.00		
	storm sewer (water main requirements) - 8"	25	LF	\$ 200.00	\$ 5,000.00		
	storm sewers - type 1.8" pvc	430	LF	\$ 66.00	\$ 28,380.00		
	cleaning drainage system	200	LF	\$ 56.00	\$ 11,200.00		
						Section Subtotal:	\$ 97,599.00

Base Bid Project Total: \$ 4,212,091.15

ALTERNATE #1: MAIN ENTRY GATEWAY

	cmu block - columns	1	LS	\$ 10,000.00	\$ 10,000.00
	precast cap - columns	2	EA	\$ 3,800.00	\$ 7,600.00
Δ2	stone veneer - columns	26	SFF	\$ 220.00	\$ 5,720.00
	overhead signage - installation	1	LS	\$ 7,400.00	\$ 7,400.00
ALTERNATE #1 TOTAL:					\$ 30,720.00

ALTERNATE #2: SOUTH PLAYGROUND TRELLIS

	footings - curved trellis	4	EA	\$ 3,200.00	\$ 12,800.00
	curved trellis - install	2	EA	\$ 12,500.00	\$ 25,000.00
ALTERNATE #2 TOTAL:					\$ 37,800.00

END OF SECTION 000415

* Revised total with Alternates: \$4,280,611.15

*Note: Original bid from Martam totaled \$4,372,386.15 with both alternates included. Staff negotiated bid price as shown on this sheet.



By Owner Purchases

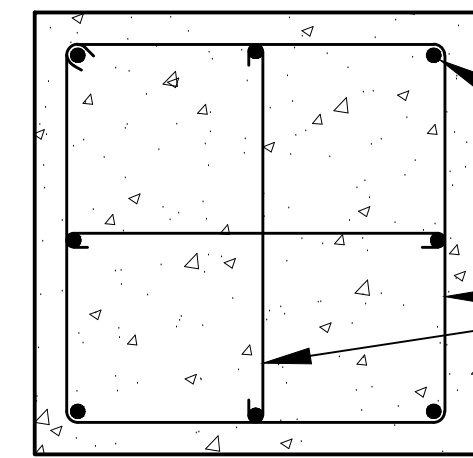
Date: April 15, 2024
 RE: **Towne Park Final Design**

Construction Costs						
Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
	playground equipment - purchase & installation	1	LS	\$ 980,595	\$ 980,595	
	pour-in-place rubber surfacing (rubbercycle)	1	LS	\$ 284,404	\$ 284,404	
	gazebo (poligon)	1	LS	\$ 57,538	\$ 57,538	
	chessboard picnic table (dumor)	2	EA	\$ 3,150	\$ 6,300	
	ping pong table (doty & sons)	2	EA	\$ 4,200	\$ 8,400	
	bench (dumor)	12	EA	\$ 1,750	\$ 21,000	
	trash receptacles (landscape forms)	4	EA	\$ 1,450	\$ 5,800	
	picnic tables - square (dumor)	2	EA	\$ 1,620	\$ 3,240	
	bike rack (urack)	2	EA	\$ 1,200	\$ 2,400	
	interpretive sign (pulse)	1	EA	\$ 2,500	\$ 2,500	
	sonitrol system (voa estimate)	1	LS	\$ 50,000	\$ 50,000	
	curved trellis (icon)	2	EA	\$ 33,941	\$ 67,882	<i>alternate</i>
	angeltown gateway (design group signage co.)	1	LS	\$ 15,000	\$ 15,000	<i>alternate</i>
By Owner Items Subtotal					\$ 1,422,177	
*By Owner Items (including Alternates)					\$ 1,505,059	

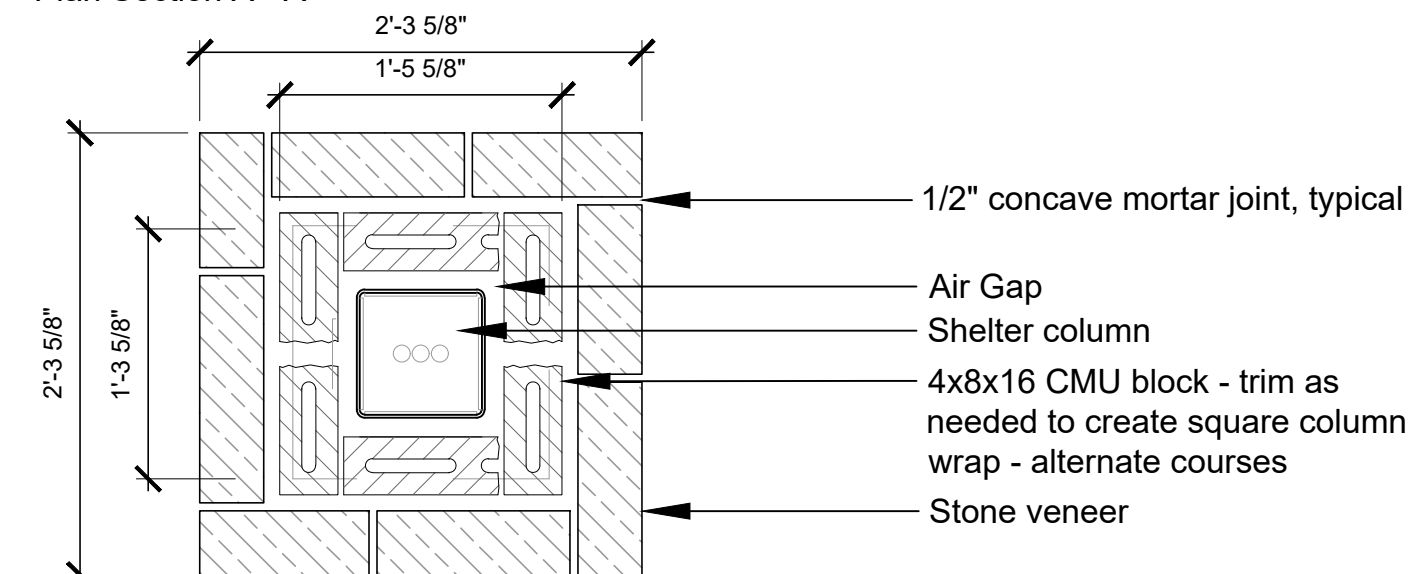
*Alternates included with Martam's bid amount.

Total Project Cost
 \$4,280,611.15
 +\$1,422,177.00
 \$5,702,788.15

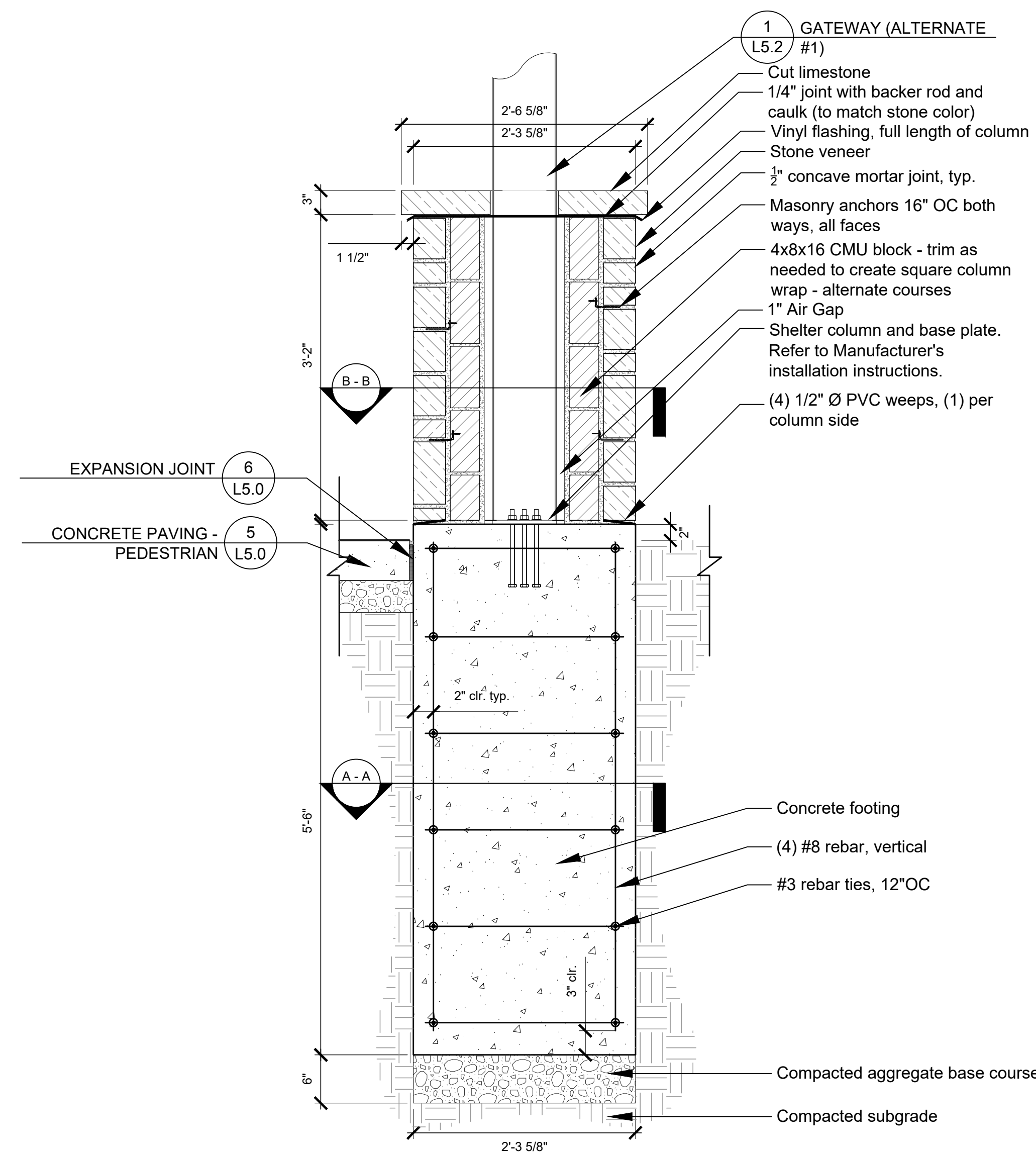
No	Date	Issue



Plan Section A - A

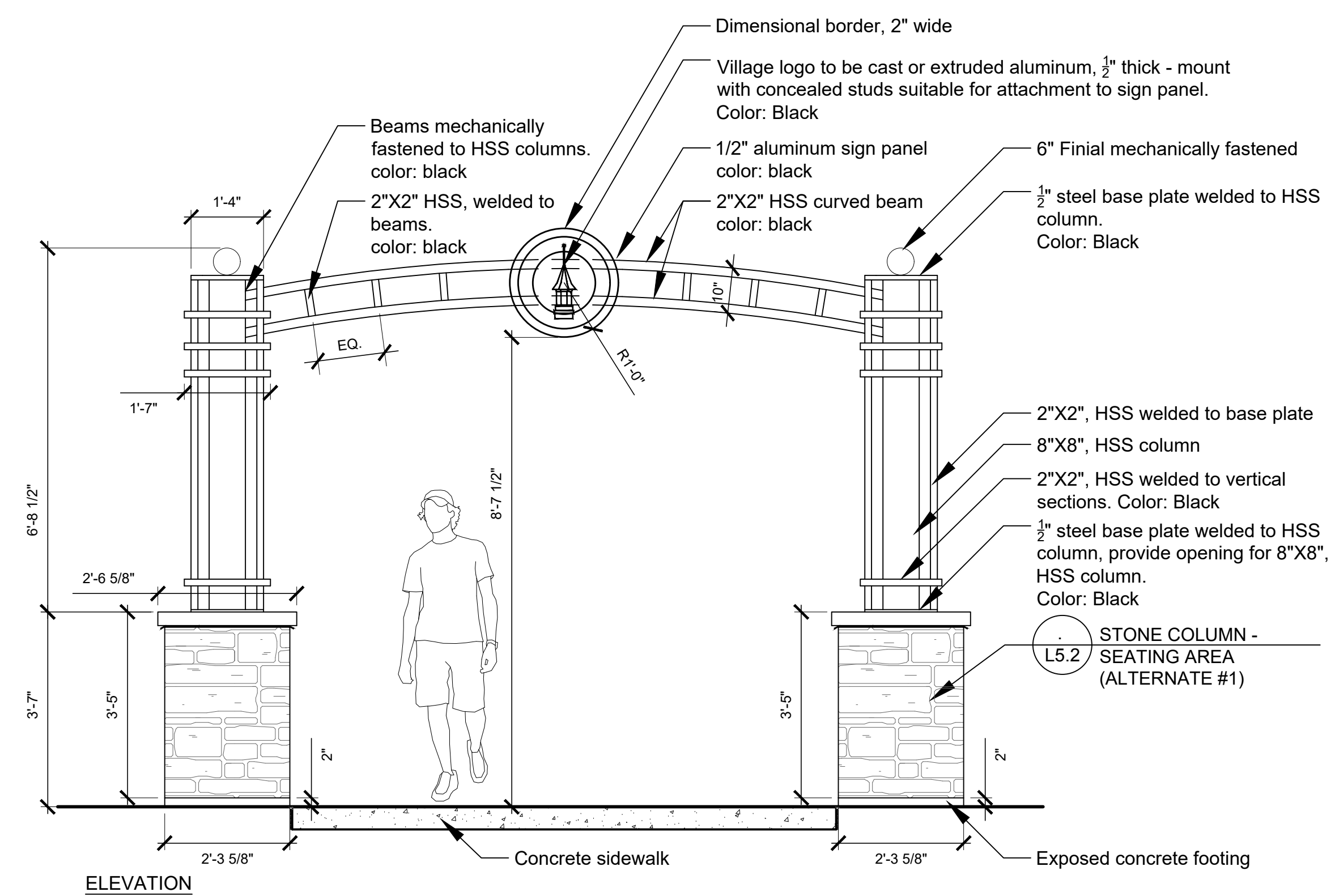


B - B CMU Coursing Section

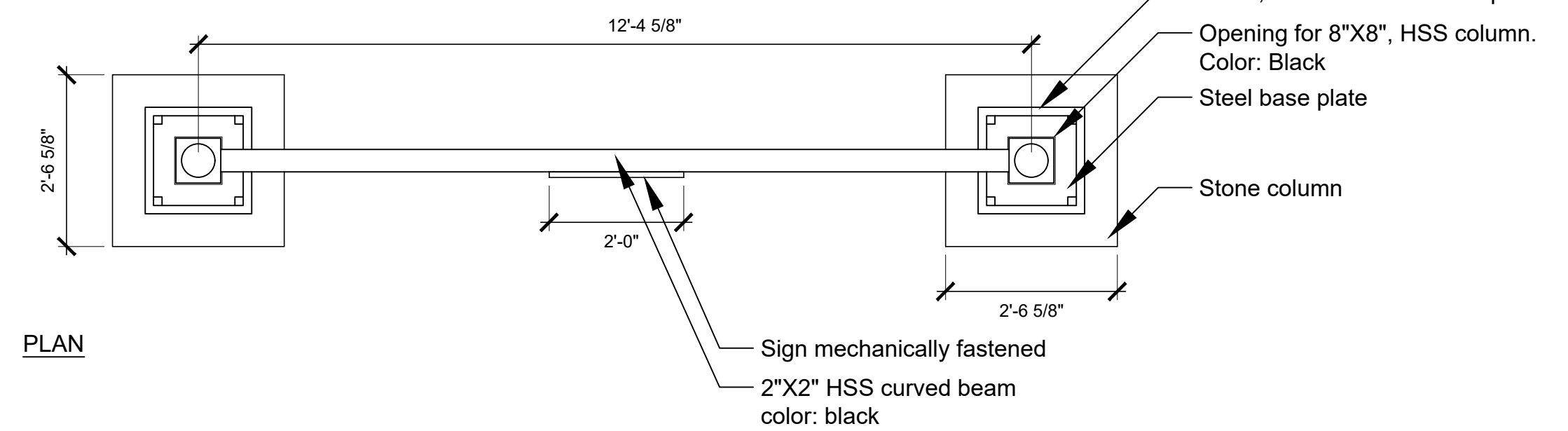


2 STONE COLUMN - SEATING AREA (ALTERNATE #1)

1" = 1'-0"



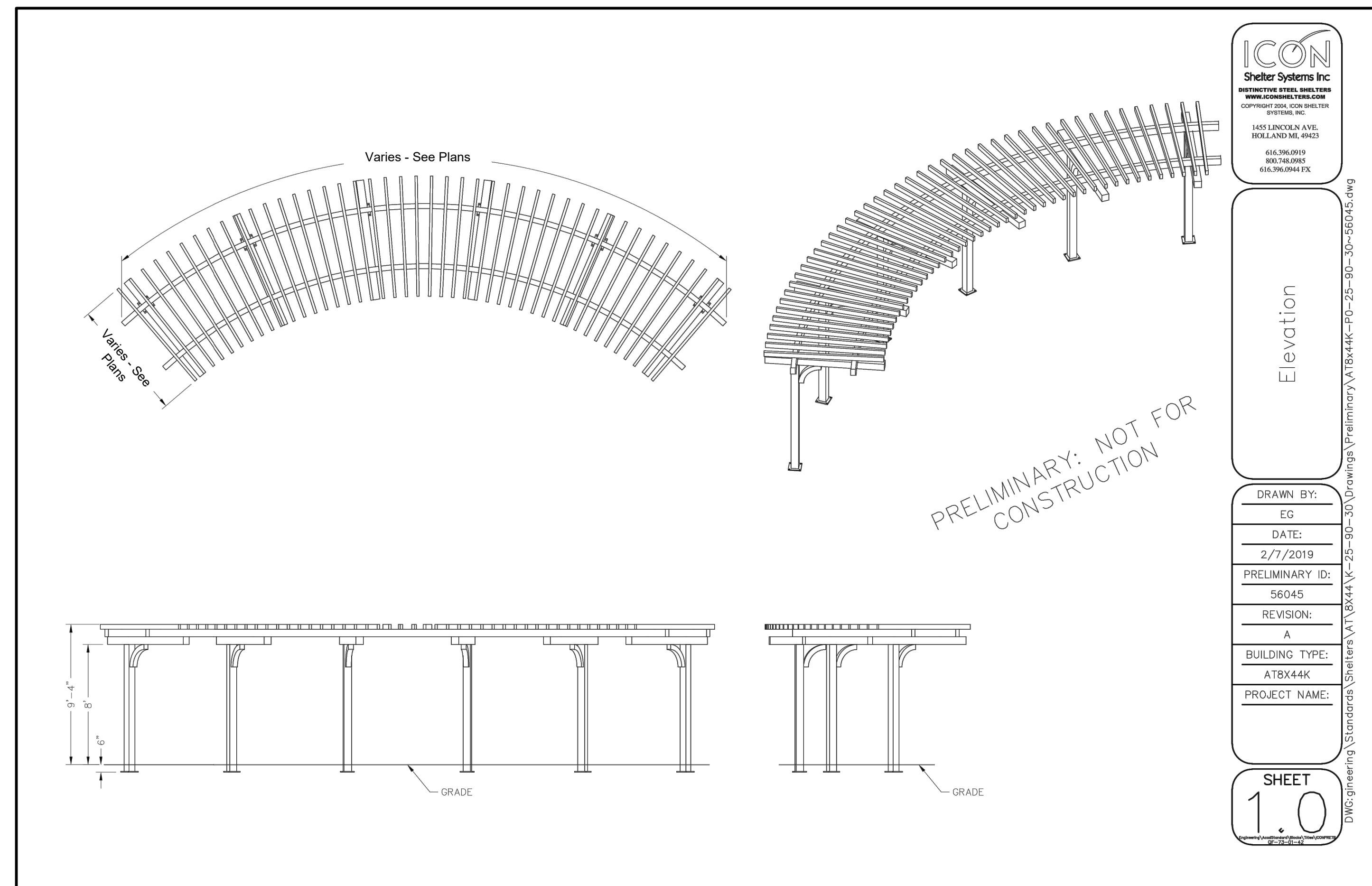
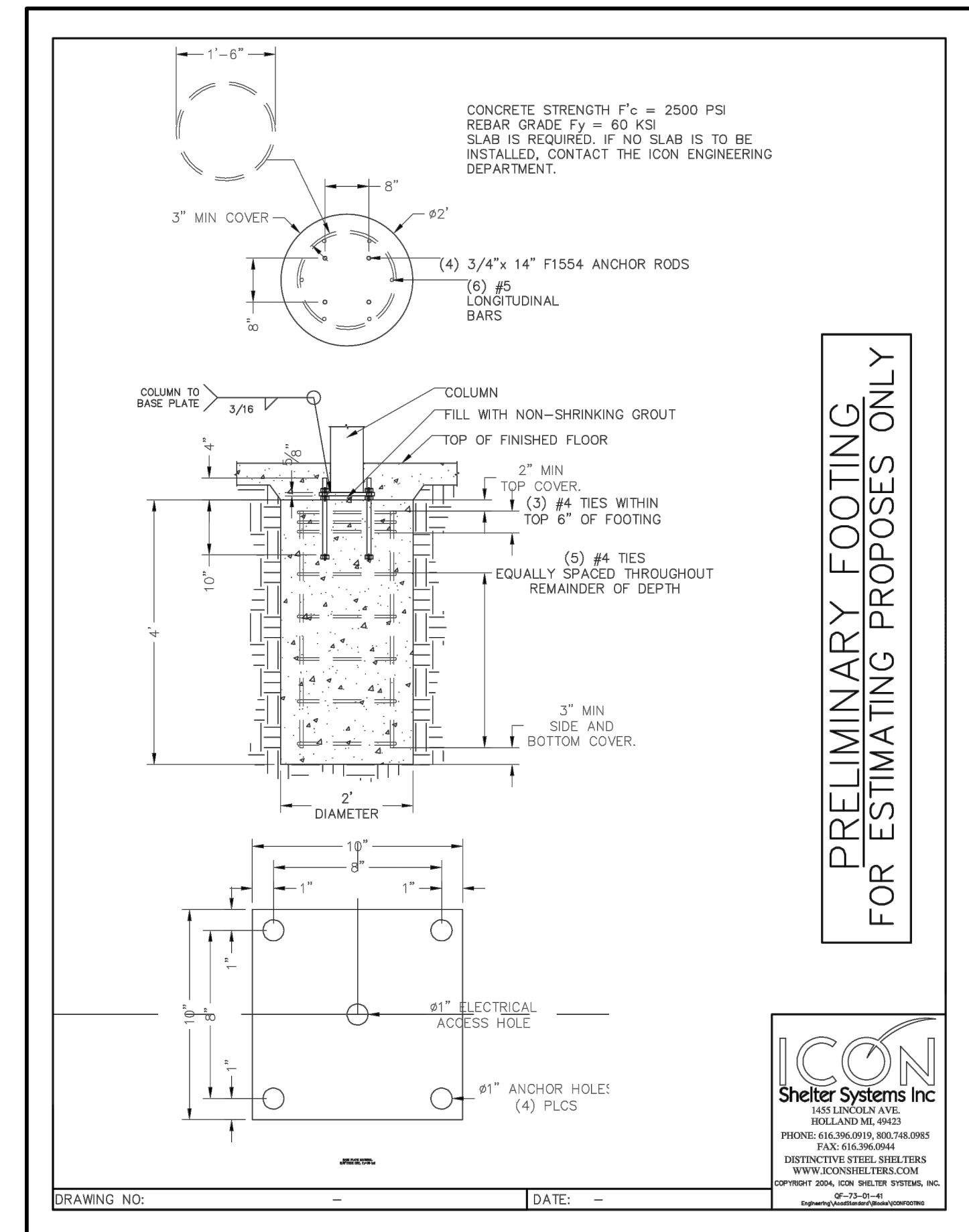
ELEVATION



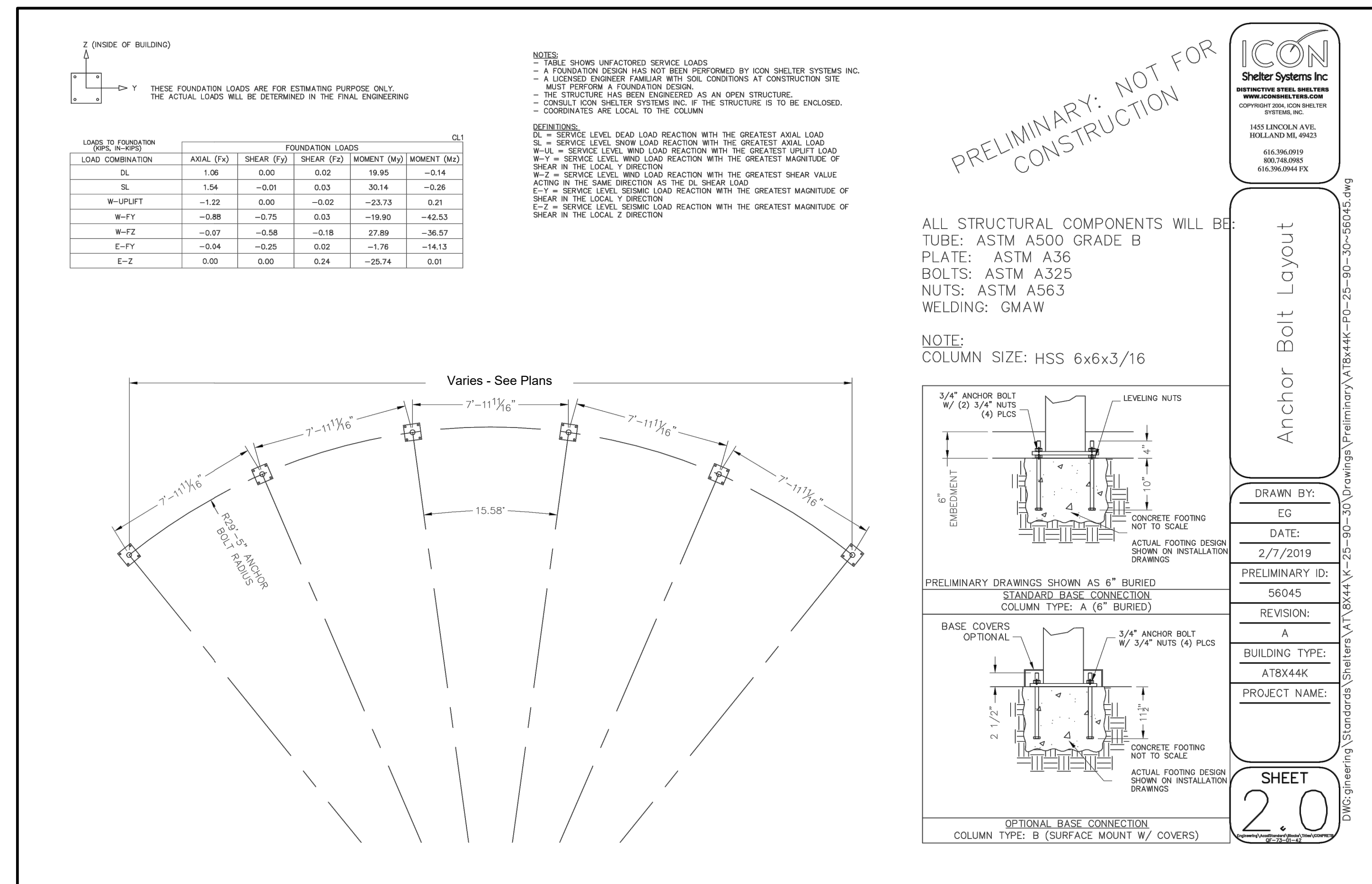
PLAN

1 GATEWAY (ALTERNATE #1)

1/2" = 1'-0"



1 TRELLIS (ALTERNATE #2)
N.T.S.



1 ANCHOR BOLT LAYOUT
SCALE IN FEET as noted

No	Date	Issue



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Martam Construction for the Reconstruction of Towne Park in the Amount of \$4,280,611.15, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

TOWNE PARK RECONSTRUCTION

SIGNATURE FORM

This AGREEMENT is made and entered into this nineteenth day of May 7, 2024, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Martam Construction, Inc., 1200 Gasket Drive, Elgin Illinois 60120 (CONTRACTOR).

WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated March 19, 2024 for Towne Park Reconstruction under the terms and conditions fully stated and set forth, and;

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

NOW, THEREFORE, IT IS AGREED:

1. VILLAGE hereby accepts the PROPOSAL of the CONTRACTOR for the work in the sum of \$4,280,611.15 (FOUR MILLION, TWO HUNDRED EIGHTY THOUSAND SIX HUNDRED ELEVEN AND FIFTEEN CENTS)
2. CONTRACTOR agrees to the substantial completion of the project by **November 29, 2024** with a Final Completion Date of **December 20, 2024** after receipt of the Notice to Proceed.
3. This Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:
 - a. Towne Park Reconstruction plans prepared by the VILLAGE, prepared by Hitchcock Design Group. Dated March 19, 2024.
 - b. The State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022, the Supplemental Specifications and applicable Special Provisions effective on the date of the BID and the Standard Specifications for Sewer and Watermain Construction in Illinois, June 2014 as well as the Village of Algonquin Standard Specifications & Details Guide for Public Improvements, June 25, 2022, except as modified by these documents
 - c. All Bidding Documents
4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.

Continued on next page.



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

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

VILLAGE OF ALGONQUIN:

CONTRACTOR:

By: _____
Debby Sosine, Village President

By: _____
(Signature)

(Print Name)

(Title)

ATTEST:

ATTEST:

By: _____
Fred Martin, Village Clerk

By: _____
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin
The Gem of the Fox River Valley

CONTRACT

TOWNE PARK RECONSTRUCTION

INSURANCE CERTIFICATE

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



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

TOWNE PARK RECONSTRUCTION

BOND No.

PAYMENT & PERFORMANCE BOND

Know all men and women by these presents that
Martam Construction, Inc.
1200 Gasket Drive,
Elgin, Illinois 60120

as Principal, hereinafter called the CONTRACTOR, and
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

as Obligee, hereinafter called the VILLAGE, in the amount of \$4,280,611.15 (FOUR MILLION, TWO HUNDRED EIGHTY THOUSAND SIX HUNDRED ELEVEN AND FIFTEEN CENTS) that represents 100% of the Contract Price for the payment whereof CONTRACTOR & SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the CONTRACTOR has by written agreement dated (May 7, 2024) entered into a contract with the VILLAGE for the project known as for Towne Park Reconstruction in accordance with drawings, and specifications prepared by the VILLAGE, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

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

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



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

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

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

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

Signed and Sealed this _____ day of _____, __2024__, A.D.

In the Presence of:

Witness (Print)

Principal (Signature)

Witness (Signature)

Title

Surety (Signature)

Surety (Print)

Title



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Christopher Burke Engineering for the Towne Park Reconstruction Construction Oversight in the Amount of \$212,525.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

Consulting Engineering
Master Agreement Work Order Form

I. INCORPORATION OF MASTER AGREEMENT

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

II. PROJECT UNDERSTANDING

A. General Understanding/Assumptions

The Village of Algonquin is requesting a proposal for Phase III Engineering. The project includes reconstructing Presidential Park at 100 Jefferson St in the Village of Algonquin. The scope of work includes site preparation, construction fencing, temporary soil erosion sediment control measures, site removals and clearing, structure demolition, earthwork, excavation, and grading, stormwater & sanitary sewer utilities, electrical service utilities and lighting, cast-in-place concrete foundations and footings, stone masonry, playground equipment on pour-in-place rubber surfacing, restroom-shelter building, bandshell and stage structure, open-air shelter, trellis structure, site furnishings, pedestrian asphalt, concrete paving, specialty brick paving, trees, shrubs, low plant material, and turf seeding

It is our understanding that the Village of Algonquin will require part-time construction oversight that may require full-time oversight at times depending on the volume of work occurring on any given day. The project will be let on April 9, 2024, and construction is expected to take place between June 1, 2024 – December 15, 2024. The estimated construction cost is \$4,700,000.

III. SCOPE OF SERVICES

A. Phase III Engineering

1. Preconstruction Services

- Attend Pre-Construction Meeting with Contractor, Village Staff, Utility Company Representatives; CBBEL will assist design architect, Hitchcock Design Group (Hitchcock), with preparation of a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work;
- Permit Coordination; Obtain and distribute all permits issued for the construction of the project;
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
- Review the construction schedule submitted by the contractor for compliance with the contract;

- CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions;
- Review the Inspector's Checklists for contract line items. Provide information to the Village that can be used to update the construction progress on the Village website.

2. Construction Observation

- Coordination between general contractor, subcontractors, design architect (Hitchcock) and the Village of Algonquin required;
- Part or Full-Time Construction Observation of 30-40 hours per week for the duration of all Contract Work;
- Inspect all aspects of construction related to removal, grading, framing, installation of pavement, curb, sidewalk, brick pavers, underground improvements, footings, entertainment structures, stone masonry, playground equipment on pour-in-place rubber surfacing, lighting, grading, and landscape restoration to verify work is performed to the approved plans and to Village, IDOT, and Water/Sewer standards;
- CBBEL will conduct progress meetings and distribute minutes (up to 12 meetings);
- Drafting and recommending pay requests to the Village Engineer for payment to the contractor. Note: this is a lump sum contract; however, occasional tracking of quantities and material tickets may be necessary to verify work is being performed per contract standards;
- Assist Hitchcock as requested with review of shop drawing submittals for park, shelters, site, lighting, and building features/amenities, etc. Ensure material being installed matched approved shop drawings. *Shop Drawing reviews and recommendations to be performed by Hitchcock. Village to provide final approved shop drawings;*
- Coordinate with Hitchcock throughout construction including plan and contract document clarification, RFIs, and overall project coordination;
- Coordination with Village of Algonquin Community Development Department related to all building permits and any components and inspections related to building permits. *Building inspections NOT included in the scope for this contract. Village of Algonquin to complete building permit inspections to verify conformance to the Village and State Building Codes;*
- Documenting delivery and recording installation of playground equipment. *Oversight and inspection for playground equipment will be managed by the supplier of said equipment.*

3. Construction Documentation

- Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records;
- Contract Administration/Documentation;

- Quantity Measurements as necessary to substantiate Lump Sum payments;
- Review/Process Contractor Progress Pay Requests (review schedule submittal, waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and provide Village Staff with a Recommendation for Payment;
- Develop and Process Change Orders as necessary including Final Balancing Change Order;
- Respond to any Requests for Information from the Contractor.

4. Materials QA

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

5. Public Outreach

- CBBEL will utilize the assistance of Metro Strategies Group to provide communications and outreach services related to the Towne Park Project, including a project website, construction updates and social media content. Metro Strategies' services are fully described in the attached proposal.

6. OSLAD Grant Information

- Assist Hitchcock with quarterly reports as needed through project completion;
- Ensure all aspects of the OSLAD grant are being met with regards to construction requirements, coordination, communication, documentation, and completion deadlines of the grant.

7. Closeout

- Closeout of project, including conducting final walk through and punch list development, final pay request, material documentation, field notes and inspection documentation, and assistance with grant documentation for submittals;
- Submit job box and all project-related electronic correspondence to the Village of Algonquin Public Works.

IV. STAFF-HOURS & FEE SUMMARY

A. Phase III Engineering

Task A.1 Preconstruction Services Engineer III	80 hrs x \$140/hr	=	\$11,200
Task A.2 Shop Drawing Review Engineer III	50 hrs x \$140/hr	=	\$7,000
Task A.3 Construction Observation Engineer III	875 hrs x \$140/hr	=	\$122,500
Task A.4 Construction Documentation Engineer III	125 hrs x \$140/hr	=	\$17,500
Task A.5 Material QA Rubino Engineering		=	\$15,000
Task A.6 Public Outreach Metro Strategies Group		=	\$20,000
Task A.7 Project Closeout Engineer III	80 hrs x \$140/hr	=	<u>\$11,200</u>
Vehicle Usage	\$65 per day - 125 days	=	<u>\$8,125</u>
		Total	\$212,525

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

Date: 4/9/2024

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

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

Updated April 11, 2023

February 14, 2024

Orion Galey
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Suite 600
Rosemont, IL 60018

Re: Letter of Agreement for Services

Dear Orion,

Please accept this letter as an agreement to provide the construction communication for the Towne Park Project. Please accept this letter as an agreement between Metro Strategies Group, LLC and Christopher B Burke Engineering, Ltd.

1. *Scope of Services.* Metro Strategies will provide communications and outreach services related to the Towne Park Project, including an updated website, construction updates and social media content. Metro Strategies' services are fully described in the attached proposal.
2. *Compensation.* Metro Strategies Group will charge a fee for services not to exceed \$20,000. A progress report will be submitted with monthly invoices.

Please sign and date below and return a signed copy for our records. Thank you again for retaining Metro Strategies Group.

By: Tammy Wierciak 2/14/24
Tammy Wierciak Date

By: _____
Orion Galey Date

Village of Algonquin Towne Park Project

Project Approach

Metro Strategies will provide the following services to assist with construction communication on the Towne Park Project.

Project Website

The team will create a website for Algonquin park improvement projects (Towne Park and Presidential Park). The Towne Park page will highlight the need and benefits of the project as well as archive construction updates. Residents will also be able to sign up for construction email alerts through the website.

Social Media

Metro Strategies will provide the Village with social media messaging to promote the project, inform residents about park enhancements and key details about construction. Metro Strategies Group will create up to four social media posts for the project.

Construction Updates

Metro Strategies will prepare bi-weekly construction updates to share key details about construction. Construction updates will include graphics and progress photos to help visually share project information.

Proposed Fee

Metro Strategies will charge a fee not to exceed \$20,000 to provide the above-mentioned services for the Village of Algonquin's Towne Park Project.

Metro Strategies Group is available to provide these services once approved.



Village of Algonquin

The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager
FROM: Michael Kumbera, Deputy Village Manager/Chief Financial Officer
DATE: May 1, 2024
SUBJECT: Towne Park Custom Playground and Playground Safety Surface Purchase

The Towne Park Project is expected to begin within the next month, provided the approval of the construction contract by the Village Board on May 7. As recommended by our project consultant Hitchcock Design Group, several of the park components and materials are being purchased directly by the Village (“By Owner”). This approach offers several advantages, including:

1. Secure materials at reduced prices by leveraging the Sourcewell/Omnia cooperative purchasing program.
2. Bypass the typical contractor markup on purchases by negotiating directly with vendors, aiming for additional savings of around 10%.
3. Ensure timely project progression by fast-tracking the delivery of items with extended lead times.

The specific items that staff is requesting for approval at this time include the custom playground and playground safety surface. The renderings of these items are attached to this memo. Below is a cost summary by vendor for these items:

Vendor	Item	List Price	Discount	Percent Discount	Extended Price
Play by Design	Custom Playground Structure	\$530,456.00	N/A	N/A	\$530,456.00
	Labor	\$215,804.00	N/A	N/A	\$215,804.00
Burke Playground (c/o Play by Design)	Playground Structures	\$191,364.00	\$28,704.60	15%	\$162,659.40
	Labor/Other	\$71,676.00	N/A	N/A	\$71,676.00
Rubberecycle	Playground Surfacing & Labor	-	-	-	\$246,560.16
NOT TO EXCEED TOTAL:					\$1,227,155.56

The FY 24/25 budget does include funding for the By Owner items as part of the project budget. In total, there will be approximately \$1.5 million of “By Owner” items in this project. Additional purchases required for the project will be submitted for the Village Board's approval at a subsequent meeting or will be authorized through the Village's administrative purchasing procedures.

Action Requested

Staff recommends the Village Board approve the following two (2) resolutions related to the Presidential Park project:

1. Resolution authorizing the Village President to execute a purchase agreement with Play by Design. for custom playground equipment and installation at Towne Park for \$980,595.40.
2. Resolution authorizing the Village President to execute a purchase agreement with Rubbecycle for playground safety surface material and installation at Towne Park for \$246,560.16.

C: Nadim Badran, Public Works Director
 Cliff Ganek, Village Engineer
 Stacey VanEnkevort, Recreation Director



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Play by Design for the Purchase of Custom Playground Equipment and installation for Towne Park in the Amount of \$980,595.40, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)

Date: May 7, 2024

Purchase Order No.

Project: Towne Park Playground Structure and Components	Location: Towne Park, 100 Jefferson Street, Algonquin, IL 60102
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Originating Department:

Owner	Contractor/Vendor	Architect/Engineer
Village of Algonquin Address: 2200 Harnish Dr, Algonquin, IL 60102 Phone: 847-658-2700 Fax: 847-658-2759 Contact: Cliff Ganek, Village Engineer	Name: Play by Design Address: 304 N Geneva St, Ithaca, NY 14850 Phone: 607-351-5160 Fax: Contact: Lee Archin, Owner	Name: Address: Phone: Fax: Contact:

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

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is \$980,595.40.

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

- General Contract, dated April 26, 2024 _____ Q Specification No(s): _____, dated _____, 20__
- Q Plans dated : _____ Q Addendum No(s): _____
- Q Other: _____

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Custom-Designed PBD Structure and Custom-Built Components	\$530,456.00	\$530,456.00
1	N/A	Installation of PBD Structure and Playground Components	\$215,804.00	\$215,804.00
1	N/A	Burke Items Sourcewell Contract # 010521-BUR	\$234,335.40	\$234,335.40
TOTAL				\$980,595.40

NOTES:

- 1) _____
- 2) _____

WARRANTIES and INDEMNIFICATION: Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (1) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner’s Notice to Proceed, and to complete the Work no later than _____ (_____) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

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

CONTRACTOR/VENDOR:

PURCHASER: Village of Algonquin

By: _____
Authorized Vendor Representative

Title: Village President

Dated: _____

SUPPLEMENTAL CONDITIONS

1. Acceptance of Purchase Agreement: The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

2. Amendment, Modification or Substitution: This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.

3. Familiarity With Plans; Qualifications: Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.

4. Workmanship; Safety: All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards

5. Extra's and Change Orders: No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

6. Inspection and Acceptance: Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

7. Taxes, Delivery, Risk of Loss: Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods

come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

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

10.2 Intentionally Omitted

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

11. Indemnity: Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor or those working at their direction.

Further:

11.1 Contractor/Vendor acknowledges that should any items or Work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Contractor/Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorney's fees.

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

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

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

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

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

18. Tobacco Use: Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

19. Assignment: Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

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

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

22. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

23. Recovery of Fees. In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

CONTRACTOR/VENDOR: Play by Design

Date



304 north geneva street
ithaca, ny 14850

4/26/2024

Towne Park Playground
Village of Algonquin
100 Jefferson St
Algonquin, IL 60102
ID# 41197

Sourcewell Contract # 010521-BUR
BCI Burke
Fond du Lac, WI 54936 U.S.A.

Open Market Items:

Custom Designed PBD Structure and Custom-Built Components:	\$530,456
<ul style="list-style-type: none">• Includes Freight, Building Materials, Hardware, Structural Plastic Lumber, Concrete & Non-Burke Play Components	
*Installation of PBD Structure and Playground Components:	\$215,804
<ul style="list-style-type: none">• Includes Travel, Lodging, Heavy Machine Rental, Mobilization, Digging for Footers, Dumpster.• Does <u>Not</u> Include removal of earth from the site• Construction Consultation and Supervision by CPSI Certified Staff• Includes Final Inspection CPSI Certified Inspector	

Open Market Total: \$746,260



304 north geneva street
ithaca, ny 14850

Payment Terms for Non-Burke Items:

Custom Designed PBD Structure and Custom-Built Components: (\$530,456)

- 50% upon receipt **\$265,228**
- 50% prior to shipping **\$265,228**

Installation of PBD Structure and Playground Components: (\$215,804)

- 50% due 5 wks. before build: **\$107,902**
- 40% due 2 wks. Before the build: **\$86,322**
- 10% due upon completion of project: **\$2,158**



304 north geneva street
ithaca, ny 14850

Burke Items Sourcwell Contract # 010521-BUR:
Algonquin, IL Playground Rebuild: Proposal #: 146-179084-2

Total Before Discount:	\$191,364
Sourcwell Discount (15%):	-\$28,704.60
Sub-Total:	\$162,659.40
Custom Brackets Open Market (quantity 13):	\$3,380
Freight:	\$2,100
Installation:	\$66,196
**Burke Equipment Total:	\$234,335.40

***Burke Items payment terms net 30 days from the ship date.
Installation payment terms net 30 from completion of the project.*

Project Grand Total: \$980,595.40

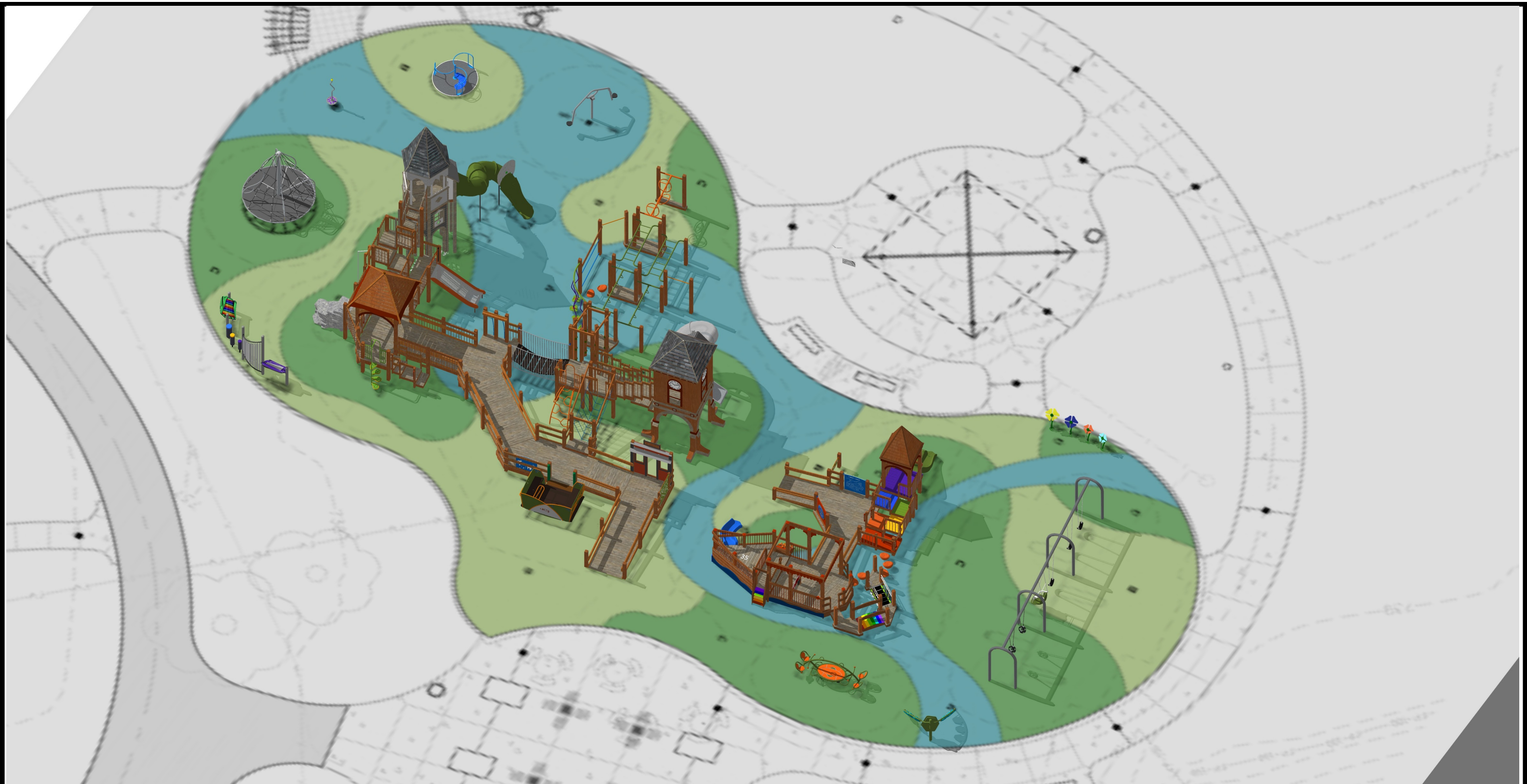
To Accept the terms laid out in this contract, please sign and date below:

PLAY BY DESIGN: Lee Archin, Owner _____ Date _____

ALGONQUIN, IL: Authorized Signatory _____ Date _____

***Please Note:** PBD is not responsible for any site preparation, including Surveying, Permits/Licensing. State or Federal (Davis Bacon) Wages, Demolition, Builders Risk Insurance, Union Fees (PLA/PSA Contracts), Drainage, Additionally Insured, Engineering, Waste/Dumpsters, OCIP, Fall Height/Attenuation Testing, Rooftop Installations, Waiver of, Subrogation, Fencing/Security, Extended Warranty, Bonding, Excavation and Site Work/Preparation, Dumpster, Acceptance of equipment and off-loading; storage of goods prior to installation; installation tools/equipment. The following is a non-inclusive list of items that may result in additional charges (Change Order). Work cannot commence until Change Order(s) are fully executed. Poor Site Access is not identified in the Proposal or Project Scope. Customer requirement/request for work on weekends, holidays, or overtime. Any and all scope variations not agreed upon in writing. Security that was not included in the base quote. The customer will be responsible for unloading equipment off the truck and disposal of debris. Customers must transport equipment to the site of installation. Direct access is required for large construction vehicles. If using rubber or turf surfacing, prep work must be done to the specifications of the supplier. Rock Clause: In the event that site soil or rock conditions are such to prevent normal installation time and procedures, the owner/customer will be responsible for additional equipment and labor expenses. **Client Responsibility:** The client must perform all site work: All site preparation prior to the construction, including (but not exclusive to) demo of old playground, grading, drainage, footings for equipment, stakeout survey, and digging postholes for play structure (PBD will provide stakeout drawings). Installation of walkways, new vegetation, and/or curbing if applicable. Must accept and offload all material and equip. deliveries and store prior to the build.

I have read through and understand the notes above: _____(Initial here)



Towne Park Playground – View 1 with Roof
Village of Algonquin
Algonquin, IL



Play By Design
304 North Geneva St
Ithaca, NY 14850
607-351-5160



Towne Park Playground – View 2 with Roof
Village of Algonquin
Algonquin, IL



Play By Design
304 North Geneva St
Ithaca, NY 14850
607-351-5160



2024 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Rubbercycle for the Purchase and Installation of Playground Safety Surface Material at Towne Park in the Amount of \$246,560.16, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)

Date: May 7, 2024

Purchase Order No. _____

Project: Towne Park Playground Safety Surface	Location: Towne Park, 100 Jefferson Street, Algonquin, IL 60102
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Originating Department: _____

Owner	Contractor/Vendor	Architect/Engineer
Village of Algonquin Address: 2200 Harnish Dr, Algonquin, IL 60102 Phone: 847-658-2700 Fax: 847-658-2759 Contact: Cliff Ganek, Village Engineer	Name: Rubberecycle Address: 1985 Rutgers University Blvd, Lakewood, NJ 08701 Phone: 888-436-6846 Fax: _____ Contact: Elizabeth Dunner/Keith Sacks	Name: _____ Address: _____ Phone: _____ Fax: _____ Contact: _____

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

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is \$246,560.16.

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

- General Contract, dated April 14, 2024 _____ Q Specification No(s): _____, dated _____, 20__
- Q Plans dated : _____ Q Addendum No(s): _____
- Q Other: _____

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Playsafer Rubberbond Elevate 75/25 SF	\$-	\$-
1	N/A	Labor	\$-	\$-
			TOTAL	\$246,560.16

NOTES:

- 1) _____
- 2) _____

WARRANTIES and INDEMNIFICATION: Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (1) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner’s Notice to Proceed, and to complete the Work no later than _____ (_____) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

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

CONTRACTOR/VENDOR:

PURCHASER: Village of Algonquin

By: _____
Authorized Vendor Representative

Title: Village President

Dated: _____

SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
- 3. Familiarity With Plans; Qualifications:** Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.
- 4. Workmanship; Safety:** All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards
- 5. Extra's and Change Orders:** No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.
- 6. Inspection and Acceptance:** Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.
- 7. Taxes, Delivery, Risk of Loss:** Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

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

10.2 Intentionally Omitted

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

11. Indemnity: Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor or those working at their direction.

Further:

11.1 Contractor/Vendor acknowledges that should any items or Work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Contractor/Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorney's fees.

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

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

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

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

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

18. Tobacco Use: Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

19. Assignment: Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

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

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

22. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

23. Recovery of Fees. In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

CONTRACTOR/VENDOR: RUBBERECYCLE

Date

Date March 15, 2024
Quote Valid Until April 14, 2024
Quote # 700016
Page # 1

Project information

Algonquin Recreation
2200 Harnish Drive
Algonquin, IL 60102
Katie Gock
(847) 658-5719
katiegock@algonquin.org

Site Information

Town Park
100 Jefferson St
Algonquin, IL 60102

<u>Product</u>	<u>SF or Quantity</u>	<u>Total</u>
Playsafer Rubberbond Elevate 75/25 SF	10,483	\$246,560.16

<u>Project Notes</u>		
Omnia Contract Number: 10-04	Subtotal	\$246,560.16
	Est. Tax	\$0.00
	Total	\$246,560.16

Please note that labor quotes do not include state and/or local prevailing wages unless otherwise noted. Please add \$1 per sq. ft. unless noted.

Sales tax will be added unless tax exemption is provided. It is customer's responsibility to provide tax exemption certificate.

Purchase orders are only accepted from public schools and municipalities. All non-government, religious and private entities will require a minimum of 50% deposit and are subject to credit review and approval at time of order. The remaining balance plus extras are to be paid on the day of completion with a certified check or credit card.

Please confirm your acceptance of this quote by signing this document.

Site Contact	Email Address	Cell Phone Number
<p>Please select color option: <input type="checkbox"/> Black/Color or <input type="checkbox"/> 100% Color</p> <p><input type="checkbox"/> Light Blue <input type="checkbox"/> Dark Blue <input type="checkbox"/> Light Green <input type="checkbox"/> Dark Green <input type="checkbox"/> Tan <input type="checkbox"/> Red</p>		

Signature	Date
Quote Prepared By: Elizabeth Dunner, elizabeth@rubbermulch.com / Keith Sacks, keith@rubbermulch.com	

Customer is responsible for keeping area closed, safe and secure during the 48 hour curing process for each phase or irrevocable damage will occur. Rubberecycle will not be held liable when the damage will occur, the customer will have to pay to have the damage repaired.



Date	March 15, 2024
Quote Valid Until	April 14, 2024
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Rubberbond & Aquabond Disclaimer:

- There may be slight color variations/darkening during the curing process but will blend in a short period of time depending on weather conditions.
- Day Seams" may be required and visible based on size of the project and/or unforeseen weather conditions causing the process to be suspended.
- Any damage incurred during curing will be repaired at the customer's expense, unless Rubberecycle was responsible for security.
- Swing areas and nonstationary equipment areas are subject to excess wear and are not covered under warranty. Wear mats are encouraged.
- The Wear Course is subject to rubber granulating, periodic cleaning/blowing is recommended to maintain a clean and safe surface.
- Poured surfaces should not be walked on with bare feet due to high temperatures in warmer climates.
- Rubberecycle is not responsible for any unforeseen drainage issues which result in settling of the safety surface.

Please Initial: _____

TERMS AND CONDITIONS: Poured Rubber safety surfaces: The Rubberecycle™ Quote is based on the information provided and is subject to change based on review of complete plans, site location, including final installation unless indicated above. Sub-base materials and work provided by others and must meet Rubberbond specifications and appropriate grade elevations; and is the responsibility of the owner. Rubberecycle's Standard insurance does not include "additional insured", subrogation, or primary / noncontributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation.

GENERAL LABOR: All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforeseen/unknown sub surface utilities/substructures damaged during the work are not the company responsibility; and may incur additional costs, charges or fees. Owner will be responsible for maintenance and surfacing upkeep in strict accordance with the manufacturer's specifications. All changes to this contract shall be made in writing, and not valid until signed by the company. Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays beyond our control. Owner of project to carry fire, property, casualty, and other applicable insurance. Company workers are covered under statutory workman's compensation insurance.

APPLICABLE LAW: The validity, construction and interpretation of these terms and conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Buyer agrees that it is subject to the inpersonam jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean County New Jersey. Parties agree to waive trial by Jury on all matters. Buyer hereby waives any and all rights to seek a change of venue based upon forum non conveniens or any other procedural theory. If any of these terms and conditions are declared either void, or unenforceable, such provision shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect.

CONSEQUENTIAL DAMAGES WAIVER: Buyer agrees to indemnify, defend and hold Rubberecycle™ harmless of and free from any liability which may be asserted against Rubberecycle™ except for its sole negligence, by virtue of any suit or claim of any kind, arising out of, connected with, or resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall reimburse Rubberecycle™ within ten (10) days after any judgments rendered against Rubberecycle™ as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle™ in defending any action brought against Rubberecycle™ as a result thereof, including reasonable attorney fees, court costs, expert witness fees and expenses.

In no event will Rubberecycle™ be responsible for any direct loss or damage, including without limitation cost and expenses, in excess of the amounts paid by buyer for the materials supplied. Rubberecycle™ will not be responsible or liable for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to, direct loss or damage, lost revenue or profits, replacement goods, loss or interruption of use, even if Rubberecycle was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise.

ACCEPTANCE OF PROPOSAL: The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and accepted by signing this agreement or by issuing a purchase order, you are authorizing us to do the specified work detailed in this quotation.

Customer is responsible for keeping area closed, safe and secure during the 48 hour curing process for each phase or irrevocable damage will occur. Rubberecycle will not be held liable when the damage will occur, the customer will have to pay to have the damage repaired.

AquaBond™
SURFACING SYSTEM

RubberBond™
CLASSIC

RubberBond™
ELEVATE

